

AMENDMENT

It is agreed between the State of Vermont, Department of Vermont Health Access (hereinafter called "State") and Public Health Institute (hereinafter called "Contractor") with principal place of business at Oakland, CA, that the contract dated April 1, 2016 is to be amended February 2, 2017 as follows:

1. **By striking out on page 1, item #4 of the Base agreement, and inserting in lieu thereof the following revised item #4:**
4. **Contract Term.** The period of Contractor's performance shall begin on April 1, 2016, and end on March 31, 2017.

Work performed between **February 2, 2017** and the signing or execution of this amendment that is in conformity with Attachment A shall be billed under this agreement. This amended agreement has an effective date that is an earlier date than the date on which it is signed by the parties. The effective date of this amended agreement shall be February 2, 2017 and end on March 31, 2017. All terms and conditions described in this amended agreement shall apply to any and all services performed for or on behalf of the State. The Contractor agrees that by submitting invoices, bills, or otherwise seeking compensation for services performed prior to the finalization of this amended agreement or signing of this amended agreement, Contractor is agreeing to and reaffirming the application of all terms of this amended agreement to that period and to that work. Contractor further agrees to defend, indemnify, and hold the State harmless for any claim, dispute, non-contractual cost or charge, or any liability whatsoever, whether in law, equity, or otherwise, which arises from or is connected to the work performed prior to the execution of this amended agreement. Contractor further agrees that these terms apply regardless of whether the work is accepted by the State, and regardless of whether payment is issued by the State to the Contractor for the work in question.

2. **By striking out on page 1, item #9 of the base agreement and as amended by Amendment #1 on pages 1-2, item #11, and inserting in lieu thereof the following revised item #11:**
11. **Attachments.** This contract consists of 16 pages including the following attachments, which are incorporated herein:

Attachment A - Specifications of Work to be Performed (if any)
Attachment B - Payment Provisions
Attachment C - Standard State Provisions for Contracts and Grants (if any)
Attachment D - Modifications of Customary Provisions of Attachment C or Attachment F (if any)
Attachment E - Business Associate Agreement (if any)
Attachment F - Agency of Human Services' Customary Contract Provisions
Appendix I - Required Forms

The order of precedence of documents shall be as follows:

- 1). This document
- 2). Attachment D (if any)
- 3). Attachment C
- 4). Attachment A
- 5). Attachment B
- 6). Attachment E (if any)

- 7). Attachment F
- 8). Appendix I

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

**ATTACHMENT B
PAYMENT PROVISIONS**

The maximum dollar amount payable under this agreement is not intended as any form of a guaranteed amount. The Contractor will be paid for products or services actually performed as specified in Attachment A up to the maximum allowable amount specified in this agreement. State of Vermont payment terms are Net 30 days from date of invoice, payments against this contract will comply with the State's payment terms. The payment schedule for delivered products, or rates for services performed, and any additional reimbursements, are included in this attachment. Work performed between February 2, 2017 and the signing or execution of this amendment that is in conformity with Attachment A shall be billed under this agreement. The following provisions specifying payments are:

1. FUNDING and PERIOD OF PERFORMANCE AUTHORIZATION REQUIREMENT: This contract is funded by a federal grant and subject to federal approval. No reimbursement shall be provided under this agreement without federal approval for the task, service, or product for which reimbursement is claimed. The total maximum amount payable under this contract shall not exceed \$210,000.
 - a) The total maximum payable amount from April 1, 2016 to June 30, 2016 is \$50,000.
 - b) The total maximum payable amount from July 1, 2016 to March 31, 2017 is \$160,000.
 - c) Beginning February 2, 2017 to March 31, 2017, *Tasks 1 – 4* will no longer be reimbursable and Contractor shall not perform *Tasks 1 - 4*. During the period of February 2, 2017 to March 31, 2017, *Tasks 5 – 7* may be billed as specified in the Deliverables Table, see #6 below, of this amendment.
2. The State shall pay the Contractor for achievement of project milestones for all Tasks, in accordance with the Deliverables Table, with the exception of the Task 5 sub-task specific to community facilitation services, which is paid hourly.
 - a) For Task 5, community facilitation sub-task, the Contractor shall submit documentation of hours worked, including subcontractor hours, as supporting documentation for all reimbursed payments. For this sub-task, the State shall reimburse the Contractor for Subcontractor costs up to the total payment amount specified in the Deliverables Table. Subcontractor rates shall be approved by the State in writing.
3. Payments and/or reimbursement for travel, lodging, training/registration and other approved expenses are included within deliverables payments and hourly rates for each Task described in Attachment A and the Deliverables Table below, and shall not be reimbursed separately.
4. Contractor invoices shall be submitted no more frequently than monthly, but no later than quarterly. Invoices shall reference this agreement number, include date of submission, invoice number, amount billed for each deliverable, and total amount billed, see Appendix I: Required Forms – Invoice.
 - a) Invoices documentation shall include:
 - a. Invoice (Word or PDF format)
 - b. Financial reporting form (if required, Excel)
 - b) Programmatic documentation (deliverables) shall be submitted in PDF format
 - c) Invoice documentation and programmatic documentation related to this agreement should be submitted together in electronic format to:

Sarah Kinsler
Sarah.Kinsler@vermont.gov

Karen Sinor
Karen.Sinor@vermont.gov

5. No benefits or insurance will be reimbursed by the State.

6. Deliverables Table:

Deliverable	Due Date	Payment	Rate
<i>Task 1: Conduct Needs Assessment with Selected Participants: \$5,000</i>			
Assessment tool	Within 15 days of contract execution	\$2,000	
Assessment implementation	Within 30 days of contract execution	\$750	
Assessment results and summary report	Within 45 days of contract execution	\$2,250	
<i>Task 2: Develop ACH Peer Learning Laboratory Plan and Curriculum: \$5,000</i>			
High-level curriculum plan	Within 30 days of contract execution	\$4,000	
Populated web-based peer learning platform	Within 45 days of contract execution	\$1,000	
<i>Task 3: Design and Facilitate Three Peer-to-Peer In-Person Learning Sessions: \$81,000</i>			
Three peer-to-peer in-person learning session agendas (draft and final)	<u>Draft</u> : 60 days prior to each session date <u>Final</u> : 45 days prior to each session date	\$9,000	(\$3,000/ each session)
Three complete sets of peer-to-peer in-person learning session materials (draft and final)	<u>Draft</u> : 30 days prior to each session date <u>Final</u> : 7 days prior to each session date	\$1,500	(\$500/ each session)
Three in-person, day-long learning sessions for participating communities, including preparatory meetings and debrief meetings with design team	Date of session; first session prior to June 30, 2016	\$66,000	(\$22,000/ each session)
Three summary reports evaluating learning sessions	Within 15 days of session	\$4,500	(\$1,500/ each session)
<i>Task 4: Design and Facilitate Peer-to-Peer Web-Based Distance Learning Events: \$21,000 (Minimum of 1 kick-off event and 3 web-based learning events)</i>			
One kick-off web event to orient participating communities	<u>Within 30 days of contract execution</u>	\$1,500	
Agendas for each web-based learning event (draft and final)	<u>Draft</u> : 30 days prior to each event date <u>Final</u> : 20 days prior to each event date	\$4,500	(\$1,500/ each event)
Complete materials set for each web-based learning event (draft and final)	<u>Draft</u> : 10 days prior to each event date <u>Final</u> : 5 days prior to each event date	\$1,500	(\$500/ each event)

At least three web-based learning events	Date of event	\$9,000	(\$3,000/ each event)
Summary reports evaluating each web-based learning event	Within 15 days of event	\$4,500	(\$1,500/ each event)
<i>Task 5: Provide Community Facilitation for Each Participating Community Team: \$70,000</i>			
Summary of key goals and objectives, and high-level timeline and reporting mechanisms to track progress for each participating community	July 15, 2016	\$2,000	
Provide community facilitation services	Ongoing to March 31, 2017	Up to \$65,000	Hourly up to \$10,000/ month
Monthly reports to the State on facilitation activities and community progress	Monthly to March 31, 2017	\$3,000	(\$300/ month)
<i>Task 6: Develop a Final Report: \$23,000</i>			
Final report (draft and final)	<u>Draft</u> : 45 days prior to March 31, 2017 <u>Final</u> : 7 days prior to March 31, 2017	\$17,000	
Final high-level curriculum	<u>7 days prior to March 31, 2017</u>	\$6,000	
<i>Task 7: Ongoing Reporting: \$5,000</i>			
Monthly progress reports (submitted with invoices)	Monthly to March 31, 2017	\$5,000	(\$500/ month)
		TOTAL	\$210,000

4. Appendix 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**

- 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.
- 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 subgrantees 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 of 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 7V.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.

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
Department of Vermont Health Access
Subcontractor Compliance**

Date: _____

Original Contractor/Grantee Name: _____ Contract/Grant #: _____

Subcontractor Name: _____ Amount: _____

Scope of Subcontracted Services:

Is any portion of the work being outsourced outside of the United States? YES NO
(If yes, **do not proceed**)

All vendors under contract, grant, or agreement with the State of Vermont, are responsible for the performance and compliance of their subcontractors with the Standard State Terms and Conditions in Attachment C. This document certifies that the Vendor is aware of and in agreement with the State expectation and has confirmed the subcontractor is in full compliance (or has a compliance plan on file) in relation to the following;

- Subcontractor does not owe, is in good standing, or is in compliance with a plan for payment of any taxes due to the State of Vermont
- Subcontractor (if an individual) does not owe, is in good standing, or is in compliance with a plan for payment of Child Support due to the State of Vermont.
- Subcontractor is not on the State's disbarment list.

In accordance with State Standard Contract Provisions (Attachment C), The State may set off any sums which the subcontractor owes the State against any sums due the Vendor under this Agreement; provided, however, that any set off of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided in Attachment C.

Signature of Subcontractor

Date

Signature of Vendor

Date

Received by DVHA Business Office

Date

Required: Contractor cannot subcontract until this form has been returned to DVHA Contracts & Grants Unit.

APPENDIX I: REQUIRED FORMS
INVOICE

Contractor:	
Address:	
State:	
Zip Code:	
Invoice #:	
Date:	
Contract #:	

Signature: _____

Month of Service	Deliverable	Due Date		Mark if Complete	Amount
	<i>Task 1: Conduct Needs Assessment with Selected Participants: \$5,000</i>				
	Assessment tool	Within 15 days of contract execution			
	Assessment implementation	Within 30 days of contract execution			
	Assessment results and summary report	Within 45 days of contract execution			
	<i>Task 2: Develop ACH Peer Learning Laboratory Plan and Curriculum: \$5,000</i>				
	High-level curriculum plan	Within 30 days of contract execution			
	Populated web-based peer learning platform	Within 45 days of contract execution			
	<i>Task 3: Design and Facilitate Three Peer-to-Peer In-Person Learning Sessions: \$81,000</i>				
	Three peer-to-peer in-person learning session agendas (draft and final)	<u>Draft:</u> 60 days prior to each session date <u>Final:</u> 45 days prior to each session date	Session 1		
Session 2					
Session 3					
	Three complete sets of peer-to-peer in-person learning session materials (draft	<u>Draft:</u> 30 days prior to each session date <u>Final:</u> 7 days prior to each session date	Session 1		
			Session 2		

	and final)		Session 3		
	Three in-person, day-long learning sessions for participating communities, including preparatory meetings and debrief meetings with design team	Date of session; first session prior to June 30, 2016	Session 1		
Session 2					
Session 3					
	Three summary reports evaluating learning sessions	Within 15 days of session	Session 1		
Session 2					
Session 3					

<i>Task 4: Design and Facilitate Peer-to-Peer Web-Based Distance Learning Events: \$21,000 (Minimum of 1 kick-off event and 3 web-based learning events)</i>					
	One kick-off web event to orient participating communities	<u>Within 30 days of contract execution</u>			
	Agendas for each web-based learning event (draft and final)	<u>Draft:</u> 30 days prior to each event date <u>Final:</u> 20 days prior to each event date	Event 1		
			Event 2		
			Event 3		
	Complete materials set for each web-based learning event (draft and final)	<u>Draft:</u> 10 days prior to each event date <u>Final:</u> 5 days prior to each event date	Event 1		
			Event 2		
			Event 3		
	At least three web-based learning events	Date of event	Event 1		
			Event 2		
			Event 3		
	Summary reports evaluating each web-based learning event	Within 15 days of event	Event 1		
			Event 2		
			Event 3		

<i>Task 5: Provide Community Facilitation for Each Participating Community Team: \$70,000</i>					
	Summary of key goals and objectives, and high-level timeline and reporting mechanisms to track progress for each participating community	July 15, 2016			

	Provide community facilitation services	Ongoing			
	Monthly reports to the State on facilitation activities and community progress	Monthly until March 31, 2017			
Task 6: Develop a Final Report: \$24,000					
	Final report (draft and final)	<u>Draft</u> : 45 days prior to March 31, 2017 <u>Final</u> : 7 days prior to March 31, 2017			
	Final high-level curriculum	<u>7 days prior to March 31, 2017</u>			
Task 7: Ongoing Reporting: \$5,000					
	Monthly progress reports (submitted with invoices)	Monthly to March 31, 2017			
					INVOICE TOTAL

Remittance Address:

Bill to Address:

Karen Sinor
 Department of Vermont Health Access (DVHA)
 NOB 1 South, 280 State Drive
 Waterbury, VT 05671
KarenSinor@vermont.gov

DVHA BO USE: *INVOICE PAYMENTS ARE NET30 TERMS, UNLESS STATED OTHERWISE.

Department of Vermont Health Access Financial Report Form						
Subrecipient Name:				Grant/Contract Number:		#31145
Grantee's/Contractor's Contact Person:				Reporting Period:		
Grantee's/Contractor's Email Address:						
	TOTAL GRANT BUDGET	Apr-16	May-16	Jun-16	TOTAL EXPENDITURES TO DATE	BALANCE SFY16
Task 1: Conduct Needs Assessment with Selected Participants: \$5,000	\$5,000	\$ -	\$ -	\$ -	\$ -	\$ 5,000.00
Assessment tool	\$2,000				\$ -	\$ 2,000.00
Assessment implementation	\$750				\$ -	\$ 750.00
Assessment results and summary report	\$2,250				\$ -	\$ 2,250.00
Task 2: Develop ACH Peer Learning Laboratory Plan and Curriculum	\$5,000	\$ -	\$ -	\$ -	\$ -	\$ 5,000.00
High-level curriculum plan	\$4,000				\$ -	\$ 4,000.00
Populated web-based peer learning platform	\$1,000				\$ -	\$ 1,000.00
Task 3: Design and Facilitate Three Peer-to-Peer In-Person Learning Sessions: \$81,000	\$27,000	\$ -	\$ -	\$ -	\$ -	\$ 27,000.00
(\$3,000/ea)	\$3,000				\$ -	\$ 3,000.00
Three complete sets of peer-to-peer in-person learning session materials (draft and final) (\$500/ea)	\$500				\$ -	\$ 500.00
including preparatory meetings and debrief meetings with design team (\$22,000/ea)	\$22,000				\$ -	\$ 22,000.00
Three summary reports evaluating learning sessions (\$1,500/ea)	\$1,500				\$ -	\$ 1,500.00
Task 4: Design and Facilitate Peer-to-Peer Web-Based Distance Learning Events: \$21,000	\$1,500	\$ -	\$ -	\$ -	\$ -	\$ 1,500.00
One kick-off web event to orient participating communities	\$1,500				\$ -	\$ 1,500.00
Agendas for each web-based learning event (draft and final) (\$1,500/ea) (\$500/ea)	\$0				\$ -	\$ -
At least three web-based learning events (\$3,000/ea)	\$0				\$ -	\$ -
Summary reports evaluating each web-based learning event (\$1,500/ea)	\$0				\$ -	\$ -
Task 5: Provide Community Facilitation for Each Participating Community Team: \$70,000	\$10,000	\$ -	\$ -	\$ -	\$ -	\$ 10,000.00
Summary of key goals and objectives, and high-level timeline and reporting mechanisms to track progress for each participating community	\$0				\$ -	\$ -
Provide community facilitation services	\$ 9,100.00				\$ -	\$ 9,100.00
Monthly reports to the State on facilitation activities and community progress (\$300/month)	\$ 900.00				\$ -	\$ 900.00
Task 6: Develop a Final Report: \$23,000	\$0	\$ -	\$ -	\$ -	\$ -	\$ -
Final report (draft and final)	\$0				\$ -	\$ -
Final high-level curriculum	\$ -				\$ -	\$ -
Task 7: Ongoing Reporting: \$5,000	\$1,500	\$ -	\$ -	\$ -	\$ -	\$ 1,500.00
Final report (draft and final)	\$1,500				\$ -	\$ 1,500.00

	TOTAL GRANT BUDGET	Jul-16	Aug-16	Sep-16	Oct-16	Nov-16	Dec-16	Jan-17	Applies to Task 5 - 7 only Feb-17	Applies to Task 5 - 7 only Mar-17	TOTAL EXPENDITURES TO DATE	BALANCE SFY17
Task 1: Conduct Needs Assessment with Selected Participants: \$5,000	\$0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Assessment tool	\$0										\$ -	\$ -
Assessment implementation	\$0										\$ -	\$ -
Assessment results and summary report	\$0										\$ -	\$ -
Task 2: Develop ACH Peer Learning Laboratory Plan and Curriculum	\$0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
High-level curriculum plan	\$0										\$ -	\$ -
Populated web-based peer learning platform	\$0										\$ -	\$ -
Task 3: Design and Facilitate Three Peer-to-Peer In-Person Learning Sessions: \$81,000	\$54,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 54,000.00
Three peer-to-peer in-person learning session agendas (draft and final) (\$3,000/ea)	\$6,000										\$ -	\$ 6,000.00
Three complete sets of peer-to-peer in-person learning session materials (draft and final) (\$500/ea)	\$1,000										\$ -	\$ 1,000.00
Three in-person, day-long learning sessions for participating communities, including preparatory meetings and debrief meetings with design team (\$22,000/ea)	\$44,000										\$ -	\$ 44,000.00
Three summary reports evaluating learning sessions (\$1,500/ea)	\$3,000										\$ -	\$ 3,000.00
Task 4: Design and Facilitate Peer-to-Peer Web-Based Distance Learning Events: \$21,000	\$19,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 19,500.00
One kick-off web event to orient participating communities	\$0										\$ -	\$ -
Agendas for each web-based learning event (draft and final) (\$1,500/ea)	\$4,500										\$ -	\$ 4,500.00
Complete materials set for each web-based learning event (draft and final) (\$500/ea)	\$1,500										\$ -	\$ 1,500.00
At least three web-based learning events (\$3,000/ea)	\$9,000										\$ -	\$ 9,000.00
Summary reports evaluating each web-based learning event (\$500/ea)	\$4,500										\$ -	\$ 4,500.00
Task 5: Provide Community Facilitation for Each Participating Community Team: \$70,000	\$60,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 60,000.00
Summary of key goals and objectives, and high-level timeline and reporting mechanisms to track progress for each participating community	\$2,000										\$ -	\$ 2,000.00
Provide community facilitation services	\$ 55,900.00										\$ -	\$ 55,900.00
Monthly reports to the State on facilitation activities and community progress (\$300/month)	\$ 2,100.00										\$ -	\$ 2,100.00
Task 6: Develop a Final Report: \$23,000	\$23,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 23,000.00
Final report (draft and final)	\$17,000										\$ -	\$ 17,000.00
Final high-level curriculum	\$ 6,000.00										\$ -	\$ 6,000.00
Task 7: Ongoing Reporting: \$5,000	\$3,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,500.00
Final report (draft and final)	\$3,500										\$ -	\$ 3,500.00
TOTAL GRANT AMOUNT/MONTHLY TOTALS	\$160,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 160,000.00

SIGNATURE OF AUTHORIZING OFFICIAL:

This amendment consists of 16 pages. Except as modified by this amendment and any previous amendments, all provisions of this contract, #31145, dated April 1, 2016 shall remain unchanged and in full force and effect.

BY THE STATE OF VERMONT:

BY THE CONTRACTOR:

CORY GUSTAFSON, COMMISSIONER DATE
DEPARTMENT OF VERMONT HEALTH ACCESS (DVHA)
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