

AMENDMENT

It is agreed between the State of Vermont, Department of Vermont Health Access (hereinafter called "State") and University of Vermont Medical Center, Inc. (hereinafter called "Contractor") with principal place of business in Colchester, VT that the contract dated December 22, 2014 is to be amended December 1, 2016 as follows:

1. By striking out on page 1, item #3, of the Base agreement and as amended by Amendment #2, and substituting in lieu thereof:

3. Maximum Amount. In consideration of the services to be performed by Contractor, the State agrees to pay Contractor, in accordance with the payment provisions specified in Attachment B, a sum not to exceed \$5,159,340.

2. By striking out on page 1, item #4, of the Base agreement and as amended by Amendment #2, and substituting in lieu thereof:

4. Contract Term. The period of Contractor's performance shall begin on **December 22, 2014** and end on **June 30, 2017**.

Work performed between **December 1, 2016** and the signing or execution of this amendment that is in conformity with Attachment A may be billed under this agreement.

As of December 22, 2014 the State and the Contractor originally entered into a contract relating to the provision of services generally to provide support to Accountable Care Organizations for health care performance improvement projects (the "Original Contract"). Page 1 of the Original Contract, as same may have been amended, included a provision allowing for the extension of the contract by agreement of the parties. The parties began negotiating an amendment which included an extension under that provision before the end date set forth in the Original Contract with the full and unequivocal intention of continuing the relationship and responsibilities set forth in the Original Contract without interruption. The term of the Original Contract was set to expire on December 31, 2016, a date which has passed. However the parties hereby agree and affirm that no expiration has occurred and that it is the intention of the parties to enter this agreement for the purpose of continuing the contractual relationship with all rights and responsibilities intact, without any gap in same. As of December 1, 2016 the State and the Contractor agree to amend the Original Contract, as the same may have been amended, to read in whole as set forth in this third amendment to the Original Contract. The parties hereby affirm each of their respective representations and certifications made as of the date of the Original Contract. The parties agree that this amended agreement shall have the effect of continuing the parties' contractual rights and responsibilities from the effective date of the Original Contract.

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 December 1, 2016 and end on June 30, 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.

3. By striking out on page 1, item #8, of the Base agreement and as amended by Amendment #2, and substituting in lieu thereof:

8. Attachments. This contract consists of 22 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 E – Business Associate Agreement
Attachment F – Standard State Provisions: AHS Customary Contract Provisions
Appendix I – Required Forms

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 E – Business Associate Agreement
- 7). Attachment F – Standard State Provisions: AHS Customary Contract Provisions
- 8). Appendix I – Required Forms

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

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

I. Background:

The Vermont Health Care Innovation Project (VCHIP) Core Team approved funding to support medical leadership, quality improvement training/support, analytics and data, and clinical facilitation to benefit Vermont's Accountable Care Organizations (ACOs). The Contractor will perform these tasks through its ACO, OneCare Vermont Accountable Care Organization, LLC (OneCare) and will provide funding to OneCare through these grant funds.

II. Scope of Work:

The Contractor will support the development of OneCare's capacity to collect, analyze and use data for targeted health care performance improvement collaboratives that are consistent with the goals established by the OneCare's Clinical Advisory Board.

III. Deliverables:

- A. Contractor shall perform the following activities according to the timeline below in this Attachment of this agreement:
 1. Further existing Regional Clinical Performance Committees (RCPCs) efforts towards creating innovative, reliable and evidenced based population health strategies in Vermont. OneCare will carry out the

priorities set forth by OneCare's Clinical Advisory Board (CAB) and provide for a multi-HSA governance structure for quality performance improvement in HSAs where OneCare has a participation contract with the local hospital ("Primary RCPC").

- a) The Contractor, through OneCare, for each Primary RCPC will invite the following stakeholders to participate in each RCPC:
 - i. Leaders from the CAB;
 - ii. Clinical and Quality Improvement experts from local or referring hospital systems;
 - iii. Representation from care coordination entities (e.g., Blueprint Community Health Teams, commercial payers, Support and Services at Home (SASH));
 - iv. Continuum of care providers (home health, skilled nursing, hospice, designated agencies etc.);
 - v. Content experts (pediatric mental health, palliative care, chronic care etc.);
 - vi. State agencies that serve the populations (e.g., Vermont Chronic Care Initiative (VCCI) and Integrated Family Services (IFS));
 - vii. Representation from the Federally Qualified Health Centers (FQHCs) and Rural Health Centers (RHCs)- affiliated with both OneCare Vermont and Community Health Accountable Care; and
 - viii. Other Accountable Care Organization (ACO) network providers from Community Health Accountable Care (CHAC) and Accountable Care Coalitions of the Green Mountains/Vermont Collaborative Physicians (ACCGM/VCP).
 - b) In HSAs where OneCare does not have a participation agreement with the local hospital, OneCare will participate in the HSA RCPC as an "other accountable care organization" OneCare may, at its option, for a RCPC where it has significant beneficiary/ member attribution, but no hospital participation contract, assume Primary RCPC responsibility after providing the State notice.
2. Facilitate each Primary RCPC's development of infrastructure and competency to conduct continuum of care root cause analysis on quality, utilization and experience measures.
 3. Identify, train and deploy local providers to serve as part-time Regional Clinician Representatives (RCRs), one in each Primary RCPC. Each RCR is expected to facilitate/guide the RCPC in his/her HSA and to lead clinical performance improvement initiatives.
 4. Deploy Clinical Consultants to Primary RCPC, to provide training and facilitate clinical performance improvement efforts that are consistent with the goals established by the OneCare Clinical Advisory Board.
 5. Provide data analytic support to Primary RCPC by developing reports they request (to the extent that is consistent with data policies and Data Use Agreements) to be used to support local learning and health system improvement within each region.
 6. Leverage personnel and quality improvement training capabilities of the University of Vermont Medical Center Jeffords Institute for Quality and Operational Effectiveness and Dartmouth Hitchcock's Value Institute.
 7. Follow recognized Quality Performance Improvement methods: Plan-Do-Study-Act (PDSA) and Standardize-Do-Study-Act (SDSA).
 8. Assess and track progress to the quality measurement goals as reflected in the tables below:

#	Deliverable/Milestone	Start Date	Due Date	Duration (days)	2014				2015					
					Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4		
1	Planning for Learning Collaboratives													
2	Document the Aim (goals)	12/1/2014	3/2/2015	90										
3	Identify measures of success	12/1/2014	3/2/2015	90										
4	Identify anticipated changes	12/1/2014	3/2/2015	90										
5	Identify team: physician champions and clinical and quality team, contacts in medical homes	12/1/2014	3/2/2015	90										
6	Identify resources: education, training, facilitators	12/1/2014	3/2/2015	90										
7	Develop training materials	12/1/2014	3/2/2015	90										
8	Identify Pilot Sites	12/1/2014	3/2/2015	90										
9	Identify stakeholders	12/1/2014	3/2/2015	90										
10	Identify Owners of each process improvement	12/1/2014	3/2/2015	90										
11	Create implementation plan and schedule	12/1/2014	3/2/2015	90										
12	Create communication plan (with status updates)	12/1/2014	3/2/2015	90										
13	Implementation of Learning Collaboratives													
14	Planning (Plan)	3/3/2015	10/29/2015	240										
15	Distribute projects	3/3/2015	10/29/2015	240										
16	Assemble and prepare teams for the implementation phase	3/3/2015	10/29/2015	240										
17	Implementation (Do)	3/3/2015	10/29/2015	240										
18	Team engaged and carrying out the plan	3/3/2015	10/29/2015	240										
19	Meetings and status reported	3/3/2015	10/29/2015	240										
20	Identify risks and issues and resolving	3/3/2015	10/29/2015	240										
21	Following communication plan	3/3/2015	10/29/2015	240										
22	Monitoring and Controlling (Study)	3/3/2015	10/29/2015	240										
23	Reviewing quantitative and qualitative data	3/3/2015	10/29/2015	240										
24	Review lessons learned and identify improvements	3/3/2015	10/29/2015	240										
25	Continue with communication and execution of tasks	3/3/2015	10/29/2015	240										
26	Closing - (Act)	3/3/2015	10/29/2015	240										
27	Review pilot results	3/3/2015	10/29/2015	240										
28	Evaluate for implementation beyond pilot	3/3/2015	10/29/2015	240										
29	Statewide Review for Learning Collaboratives	11/1/2014	12/1/2014	30										
30	Review results of initiatives by HSA	11/1/2014	12/1/2014	30										
31	Design additional sprints and start planning for improvements to prior sprints	11/1/2014	12/1/2014	30										
32	Continuous process improvement cycle	11/1/2014	12/1/2014	30										
33	Establish mechanisms to sustain the improvements	11/1/2014	12/1/2014	30										
34	Create local and ACO wide policies and procedures "best practices"	11/1/2014	12/1/2014	30										
35	Monitor to make sure the activities becomes routinized	11/1/2014	12/1/2014	30										
36	Continuously review the practices to make sure that they don't need to be changed	11/1/2014	12/1/2014	30										

9. The Contractor will provide participants in the Vermont Care Organization Network with 40 licenses to Qlikview, which is the data visualization tool that is utilized to create and publish OneCare Vermont's

analytic dashboards and self-service analytic tools. OneCare has developed and internally deployed over a dozen applications that are being used by our clinical consultants in communities to inform clinical and financial programs and priorities. These tools will be used to meet the data-driven objectives of Vermont Care Organization (VCO), in order to provide actionable and transparent data to network providers, care coordinators, quality leaders, and finance professionals (with a focus on those organizations taking on financial risk in 2017). The Contractor will provide the State with attestation of the license acquisition with the invoice for the licenses.

IV. Monthly Reporting:

- A. The Contractor shall participate in a conference call each month with the State of Vermont regarding this work. The purpose of these calls is to discuss administrative and project issues as they arise.
1. The State and Contractor may communicate more frequently if there are additional questions or specific issues to address. The Contractor shall participate in all such calls as requested by the State. The State and Contractor shall determine a reasonable level of participation in such calls.
- B. The Contractor shall submit monthly progress reports outlining all work accomplished during the previous month and expectations for the coming month. The reports should be concise and in a simple format (e.g., bulleted list) approved by the State of Vermont.
1. At a minimum, monthly progress reports shall cover the following items:
 - I. Activities related to consultation and support related to each task supported by this contract;
 - II. Activities planned for the forthcoming month;
 - III. Contractor's expectations of the State staff during the forthcoming month (e.g., review of deliverables submitted, deliver of data, or other items);
 - IV. Any problems or delays – encountered or foreseeable – that may affect contract performance;
 - V. Budget discrepancies greater than ten percent, i.e., cost overruns or underruns.
 2. These reports are to be submitted electronically to the VHCIP Project Director within five business days after the end of the month. These monthly progress reports shall be consistent with the work billed on the monthly invoices.
- C. The Contractor shall provide reports to the VHCIP Core Team, Work Groups and/or Steering Committee regarding the progress of this work as requested by the VHCIP Project Director.

V. Performance Expectations:

No work shall be undertaken or reimbursed pursuant to this Agreement, other than obligations specifically set forth in Attachment A, without written approval by the State's designated representative. The State's designated representative is:

Sarah Kinsler
Senior Health Policy Analyst, DVHA
Department of Vermont Health Access
Sarah.Kinsler@vermont.gov

Attachment A contains specific deliverables, due dates and performance measures, and shall serve as the basis for quality assurance and a means for monitoring the contractor's performance throughout the duration of this contract.

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

Vicki Loner
OneCare Vermont
Accountable Care Organization LLC
802-847-7220
Victoria.Loner@uvmhealth.org

The Contractor accepts full responsibility for any personnel assigned to perform the work herein. It is understood that the State will provide minimal oversight of personnel assigned to this contract.

VI. Contract Administration Data – Key Personnel (See Attachment B for key personnel list):

The key personnel specified in this contract are considered to be essential to work performance under this Agreement. At least 30 days prior to diverting any of the specified individuals to other programs or contracts (or as soon as possible, if an individual must be replaced, for example, as a result of leaving the employ of the Contractor), the Contractor shall notify the Contracting Officer and shall submit comprehensive justification for the diversion or replacement request (including proposed substitutions for key personnel) to permit evaluation by the State of the impact on performance under this contract. The Contractor shall not divert or otherwise replace any key personnel without the written consent of the Contracting Officer. The State may modify the contract to add or delete key personnel at the request of the Contractor or Federal government.

VII. The Contacts for this Award are as Follows:

	<u>State Fiscal Manager</u>	<u>State Program Manager</u>	<u>For the Contractor</u>
Name:	Karen Sinor	Sarah Kinsler	Vicki Loner
Phone #:	802-241-0252	802-798-2244	(802) 847-6255
E-mail:	Karen.Sinor@vermont.gov	Sarah.Kinsler@vermont.gov	Victoria.Loner@uvmhealth.org

VIII. 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	Vicki Loner
Address	NOB 1 South, 280 State Drive Waterbury, VT 05671	111 Colchester Avenue Burlington, VT 05401
Email	AHS.DVHAlegal@vermont.gov	Victoria.Loner@uvmhealth.org

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.

IX. 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.

X. Subcontractor Requirements:

Per Attachment C, Section 19, if the Contractor chooses to subcontract work under this agreement, the Contractor must first fill out and submit the Request for Approval to Subcontract 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 Request for Approval to Subcontract Form, the State shall review and respond within five (5) business days. Under no circumstance shall the Contractor enter into a sub-agreement without prior authorization from the State. The Contractor shall submit the Request for Approval to Subcontract Form to:

Karen Sinor, Contracts and Grants Administrator
Business Office, Contracting Unit
Department of Vermont Health Access
Karen.Sinor@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.

The following subcontractors have been approved under this contract:

OneCare Vermont
356 Mountain View Drive
Colchester, Vermont, 05446

Value Institute
Dartmouth-Hitchcock Medical Center
One Medical Center Drive
Lebanon, NH 03756

The James M. Jeffords Institute for Quality and Operational Effectiveness
University of Vermont Medical Center
111 Colchester Avenue
Burlington, VT 05401

Prior contract year(s) subcontractors included (included for prior year billing purposes):

Vermont Information Technology Leaders, Inc.
1 Mill Street, Suite 249
Burlington, VT 05401

Northern New England Accountable Care Collaborative
110 Free Street
Portland, Maine 04101

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

STRATEGY FOR REPORTING AND PAYMENT

	1st Quarter			2nd Quarter			3rd Quarter Amended			4th Quarter Amended				TOTAL
	Dec - 14	Jan - 15	Feb - 15	Mar - 15	Apr - 15	May - 15	Jun - 14	Jul - 15	Aug - 15	Sep - 14	Oct - 15	Nov - 15	Dec - 15	
GENERAL CONTINUOUS PAYMENTS														
Develop and initiate statewide Clinical Advisory Board & Regional Clinical Performance Committees	*	*	*	*	*	*	*	*	*	*	*	*	*	
Assess, track, and sustain improvement efforts	*	*	*	*	*	*	*	*	*	*	*	*	*	
Identify statewide clinical improvement targets	*	*	*	*	*	*	*	*	*	*	*	*	*	
Develop protocols and project plans for improvement targets	*	*	*	*	*	*	*	*	*	*	*	*	*	
	79,500	79,500	79,500	79,500	79,500	79,500	79,500	79,500	79,500	79,500	79,500	79,500	79,500	1,033,500
General Overhead	8,710	8,710	8,710	8,710	8,710	8,710	8,710	8,710	8,710	8,710	8,710	8,710	8,710	113,229
GENERAL CONTINUOUS PAYMENTS SUBTOTAL	88,210	88,210	88,210	88,210	88,210	88,210	88,210	88,210	88,210	88,210	88,210	88,210	88,210	1,146,729
DISCRETE PAYMENTS														
Provide data analytic support for Regional Clinical Performance Committees (VITL, Health Catalyst & Qlik Technologies as they are paid)	60,233	-	-	30,777	-	-	37,306	158,713	166,045	43,415	43,415	43,415	43,415	626,732
Contract with 14 Regional Clinician Representatives (each as they are contracted)	162,500	-	-	-	-	6,250	-	175,000	-	-	-	-	-	343,750
Employ 6 Clinical and Quality Consultants (each as they are employed)	382,500	-	-	-	-	-	-	76,500	-	-	-	-	-	459,000
Regional Care Coordinator (Karen Ploof at 75% as utilized for RCPC support)	-	-	-	-	-	-	-	4,781	4,781	4,781	4,781	4,781	4,781	28,688
Complete Medicaid and Commercial data collection (upon completion)	-	-	-	-	-	150,000	-	-	-	-	-	-	-	150,000
Training program to support Regional Clinical Performance Committees (Value Inst & Jeffords as they are paid)	-	-	-	-	-	13,301	-	-	-	-	-	-	-	13,301
DISCRETE PAYMENTS SUBTOTAL	605,233	-	-	30,777	-	169,551	37,306	414,994	170,826	48,196	48,196	48,196	48,196	1,621,471
TOTAL BUDGET	693,443	88,210	88,210	118,987	88,210	257,761	125,516	503,204	259,036	136,406	136,406	136,406	136,406	2,768,200
ORIGINAL QUARTERLY BUDGET			832,799			1,075,134			442,634				417,634	
REVISED AMOUNT			869,863			464,959			887,756				545,623	

a. Monthly payments shall be made in equal amounts for services provided under "General Continuous Payments".

3. In addition, the Contractor shall bill for the acquisition of Qlikview licenses by providing attestation of the acquisition and certification that 40 session licenses were procured for a total purchase amount of \$300,000.

4. The Key Personnel for this contract are:

Position Title	Name
Manager - Quality and Care Coordination	Maura Crandall
Senior Clinical Improvement and Compliance Specialist	Miriam Sheehey
VP, Clinical, Network and Business Operations	Vicki Loner

Chief Medical Officer	Norman Ward, MD
Supervisor of Analytics	Rebecca Lindstrom
Director of Analytics	Leah Fullem

5. No benefits or insurance will be reimbursed by the State.
6. Contractor shall bill monthly for work performed each quarter. There are no monthly minimum or maximum payments. If Contractors doesn't do any work in a given month, the State does not incur any expense for that month, but will make quarterly payments when invoiced.
7. The Contractor may bill for travel related to this contract that has been expressly approved by the State in writing in advance of travel. The Contract will bill at the IRS approved rate for mileage and submit requests for out-of-state travel to the State for approval in writing.
8. Work conforming to the requirements of Attachment A that was performed on or after December 22, 2014, may be reimbursed under this agreement.
9. **Invoices.** All requests for reimbursements shall be made using the Invoice – Contracts Agreements form attached, see Appendix I – Required Forms, or a similar format agreed upon by the State and Contractor. All payments are subject to payment terms of Net 00 days. The Contractor shall submit invoices to the State quarterly. The State shall reimburse the Contractor for Subcontractor costs up to the total maximum amount of this agreement.

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

Payments and/or reimbursement for travel, lodging, training/registration and other approved expenses shall only be issued after all supporting documentation and receipts are received and accepted by the State. Invoices with such expenses shall be accompanied by a Travel and Expense Form, see Appendix I: Required Forms.

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

Karen Sinor, Contracts & Grants Administrator
Business Office, Contracting Unit
Department of Vermont Health Access
Karen.Sinor@vermont.gov

7. **Attachment C: By replacing in its entirety with the following revised version dated 7/1/16:**

**ATTACHMENT C
CUSTOMARY PROVISIONS FOR CONTRACTS AND GRANTS**

1. Definitions: For purposes of this Attachment, "Party" shall mean the Contractor, Grantee or Subrecipient, with whom the State of Vermont is executing this Agreement and consistent with the form of the Agreement. "Agreement" shall mean the specific contract or grant to which this form is attached.

2. Entire Agreement: This Agreement, whether in the form of a Contract, State Funded Grant, or Federally Funded Grant, represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect.

3. Governing Law, Jurisdiction and Venue; No Waiver of Jury Trial: This Agreement will be governed by the laws of the State of Vermont. Any action or proceeding brought by either the State or the Party in connection with this Agreement shall be brought and enforced in the Superior Court of the State of Vermont, Civil Division, Washington Unit. The Party irrevocably submits to the jurisdiction of this court for any action or proceeding regarding this Agreement. The Party agrees that it must first exhaust any applicable administrative remedies with respect to any cause of action that it may have against the State with regard to its performance under the Agreement.

Party agrees that the State shall not be required to submit to binding arbitration or waive its right to a jury trial.

4. Sovereign Immunity: The State reserves all immunities, defenses, rights or actions arising out of the State's sovereign status or under the Eleventh Amendment to the United States Constitution. No waiver of the State's immunities, defenses, rights or actions shall be implied or otherwise deemed to exist by reason of the State's entry into this Agreement.

5. No Employee Benefits For Party: The Party understands that the State will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation or sick leave, workers compensation or other benefits or services available to State employees, nor will the state withhold any state or federal taxes except as required under applicable tax laws, which shall be determined in advance of execution of the Agreement. The Party understands that all tax returns required by the Internal Revenue Code and the State of Vermont, including but not limited to income, withholding, sales and use, and rooms and meals, must be filed by the Party, and information as to Agreement income will be provided by the State of Vermont to the Internal Revenue Service and the Vermont Department of Taxes.

6. Independence: The Party will act in an independent capacity and not as officers or employees of the State.

7. Defense and Indemnity: The Party shall defend the State and its officers and employees against all third party claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party in connection with the performance of this Agreement. The State shall notify the Party in the event of any such claim or suit, and the Party shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit. The State retains the right to participate at its own expense in the defense of any claim. The State shall have the right to approve all proposed settlements of such claims or suits. In the event the State withholds approval to settle any such claim, then the Party shall proceed with the defense of the claim but under those circumstances, the Party's indemnification obligations shall be limited to the amount of the proposed settlement initially rejected by the State.

After a final judgment or settlement the Party may request recoupment of specific defense costs and may file suit in Washington Superior Court requesting recoupment. The Party shall be entitled to recoup costs only upon a showing that such costs were entirely unrelated to the defense of any claim arising from an act or omission of the Party in connection with the performance of this Agreement.

The Party shall indemnify the State and its officers and employees in the event that the State, its officers or employees become legally obligated to pay any damages or losses arising from any act or omission of the Party or an agent of the Party in connection with the performance of this Agreement.

The Party agrees that in no event shall the terms of this Agreement nor any document required by the Party in connection with its performance under this Agreement obligate the State to defend or indemnify the Party or otherwise be liable for the expenses or reimbursement, including attorneys' fees, collection costs or other costs of the Party except to the extent awarded by a court of competent jurisdiction.

8. Insurance: Before commencing work on this Agreement the Party must provide certificates of insurance to show that the following minimum coverages are in effect. It is the responsibility of the Party to maintain current certificates of insurance on file with the State through the term of the Agreement. No warranty is made that the coverages and limits listed herein are adequate to cover and protect the interests of the Party for the Party's operations. These are solely minimums that have been established to protect the interests of the State.

Workers Compensation: With respect to all operations performed, the Party shall carry workers' compensation insurance in accordance with the laws of the State of Vermont. Vermont will accept an out-of-state employer's workers' compensation coverage while operating in Vermont provided that the insurance carrier is licensed to write insurance in Vermont and an amendatory endorsement is added to the policy adding Vermont for coverage purposes. Otherwise, the party shall secure a Vermont workers' compensation policy, if necessary to comply with Vermont law.

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

Premises - Operations

Products and Completed Operations

Personal Injury Liability

Contractual Liability

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

\$1,000,000 Each Occurrence

\$2,000,000 General Aggregate

\$1,000,000 Products/Completed Operations Aggregate

\$1,000,000 Personal & Advertising Injury

Automotive Liability: The Party shall carry automotive liability insurance covering all motor vehicles, including hired and non-owned coverage, used in connection with the Agreement. Limits of coverage shall not be less than \$500,000 combined single limit. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, limits of coverage shall not be less than \$1,000,000 combined single limit.

Additional Insured. The General Liability and Property Damage coverages required for performance of this Agreement shall include the State of Vermont and its agencies, departments, officers and employees as Additional Insureds. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, then the required Automotive Liability coverage shall include the State of Vermont and its agencies, departments, officers and employees as Additional Insureds. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Notice of Cancellation or Change. There shall be no cancellation, change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without thirty (30) days written prior notice to the State.

9. Reliance by the State on Representations: All payments by the State under this Agreement will be made in reliance upon the accuracy of all representations made by the Party in accordance with the Contract, including but not limited to bills, invoices, progress reports and other proofs of work.

10. False Claims Act: The Party acknowledges that it is subject to the Vermont False Claims Act as set forth in 32 V.S.A. § 630 *et seq.* If the Party violates the Vermont False Claims Act it shall be liable to the State for civil penalties, treble damages and the costs of the investigation and prosecution of such violation, including attorney's fees, except as the same may be reduced by a court of competent jurisdiction. The Party's liability to the State under the False Claims Act shall not be limited notwithstanding any agreement of the State to otherwise limit Party's liability.

11. Whistleblower Protections: The Party shall not discriminate or retaliate against one of its employees or agents for disclosing information concerning a violation of law, fraud, waste, abuse of authority or acts threatening health or safety, including but not limited to allegations concerning the False Claims Act. Further, the Party shall not require such employees or agents to forego monetary awards as a result of such disclosures, nor should they be required to report misconduct to the Party or its agents prior to reporting to any governmental entity and/or the public.

12. Federal Requirements Pertaining to Grants and Subrecipient Agreements:

A. Requirement to Have a Single Audit: In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, the Subrecipient will complete the Subrecipient Annual Report annually within 45 days after its fiscal year end, informing the State of Vermont whether or not a Single Audit is required for the prior fiscal year. If a Single Audit is required, the Subrecipient will submit a copy of the audit report to the granting Party within 9 months. If a single audit is not required, only the Subrecipient Annual Report is required.

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

B. Internal Controls: In the case that this Agreement is a Grant that is funded in whole or in part by Federal funds, in accordance with 2 CFR Part II, §200.303, the Party must establish and maintain effective internal control over the Federal award to provide reasonable assurance that the Party is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the award. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States and the "Internal Control Integrated Framework", issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

C. Mandatory Disclosures: In the case that this Agreement is a Grant funded in whole or in part by Federal funds, in accordance with 2CFR Part II, §200.113, Party must disclose, in a timely manner, in writing to the State, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures may result in the imposition of sanctions which may include disallowance of costs incurred, withholding of payments, termination of the Agreement, suspension/debarment, etc.

13. Records Available for Audit: The Party shall maintain all records pertaining to performance under this agreement. "Records" means any written or recorded information, regardless of physical form or characteristics, which is produced or acquired by the Party in the performance of this agreement. Records produced or acquired in a machine readable electronic format shall be maintained in that format. The records described shall be made available at reasonable times during the period of the Agreement and for three years thereafter or for any period required by law for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started before the

expiration of the three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

14. Fair Employment Practices and Americans with Disabilities Act: Party agrees to comply with the requirement of 21 V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable. Party shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990, as amended, that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the Party under this Agreement.

15. Set Off: The State may set off any sums which the Party owes the State against any sums due the Party under this Agreement; provided, however, that any set off of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided hereinafter.

16. Taxes Due to the State:

- A. Party understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.
- B. Party certifies under the pains and penalties of perjury that, as of the date the Agreement is signed, the Party is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.
- C. Party understands that final payment under this Agreement may be withheld if the Commissioner of Taxes determines that the Party is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.
- D. Party also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Party has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Party has no further legal recourse to contest the amounts due.

17. Taxation of Purchases: All State purchases must be invoiced tax free. An exemption certificate will be furnished upon request with respect to otherwise taxable items.

18. Child Support: (Only applicable if the Party is a natural person, not a corporation or partnership.) Party states that, as of the date the Agreement is signed, he/she:

- A. is not under any obligation to pay child support; or
- B. is under such an obligation and is in good standing with respect to that obligation; or
- C. has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan.

Party makes this statement with regard to support owed to any and all children residing in Vermont. In addition, if the Party is a resident of Vermont, Party makes this statement with regard to support owed to any and all children residing in any other state or territory of the United States.

19. Sub-Agreements: Party shall not assign, subcontract or subgrant the performance of this Agreement or any portion thereof to any other Party without the prior written approval of the State. Party shall be responsible and liable to the State for all acts or omissions of subcontractors and any other person performing work under this Agreement pursuant to an agreement with Party or any subcontractor.

In the case this Agreement is a contract with a total cost in excess of \$250,000, the Party shall provide to the State a list of all proposed subcontractors and subcontractors' subcontractors, together with the identity of those subcontractors'

workers compensation insurance providers, and additional required or requested information, as applicable, in accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54).

Party shall include the following provisions of this Attachment C in all subcontracts for work performed solely for the State of Vermont and subcontracts for work performed in the State of Vermont: Section 10 ("False Claims Act"); Section 11 ("Whistleblower Protections"); Section 14 ("Fair Employment Practices and Americans with Disabilities Act"); Section 16 ("Taxes Due the State"); Section 18 ("Child Support"); Section 20 ("No Gifts or Gratuities"); Section 22 ("Certification

Regarding Debarment"); Section 23 ("Certification Regarding Use of State Funds"); Section 31 ("State Facilities"); and Section 32 ("Location of State Data").

20. No Gifts or Gratuities: Party shall not give title or possession of anything of substantial value (including property, currency, travel and/or education programs) to any officer or employee of the State during the term of this Agreement.

21. Copies: Party shall use reasonable best efforts to ensure that all written reports prepared under this Agreement are printed using both sides of the paper.

22. Certification Regarding Debarment: Party certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, neither Party nor Party's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in federal programs, or programs supported in whole or in part by federal funds.

Party further certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, Party is not presently debarred, suspended, nor named on the State's debarment list at: <http://bgs.vermont.gov/purchasing/debarment>

23. Certification Regarding Use of State Funds: In the case that Party is an employer and this Agreement is a State Funded Grant in excess of \$1,001, Party certifies that none of these State funds will be used to interfere with or restrain the exercise of Party's employee's rights with respect to unionization.

24. Conflict of Interest: Party shall fully disclose, in writing, any conflicts of interest or potential conflicts of interest.

25. Confidentiality: Party acknowledges and agrees that this Agreement and any and all information obtained by the State from the Party in connection with this Agreement are subject to the State of Vermont Access to Public Records Act, 1 V.S.A. § 315 et seq.

26. Force Majeure: Neither the State nor the Party shall be liable to the other for any failure or delay of performance of any obligations under this Agreement to the extent such failure or delay shall have been wholly or principally caused by acts or events beyond its reasonable control rendering performance illegal or impossible (excluding strikes or lock-outs)

("Force Majeure"). Where Force Majeure is asserted, the nonperforming party must prove that it made all reasonable efforts to remove, eliminate or minimize such cause of delay or damages, diligently pursued performance of its obligations under this Agreement, substantially fulfilled all non-excused obligations, and timely notified the other party of the likelihood or actual occurrence of an event described in this paragraph.

27. Marketing: Party shall not refer to the State in any publicity materials, information pamphlets, press releases, research reports, advertising, sales promotions, trade shows, or marketing materials or similar communications to third parties except with the prior written consent of the State.

28. Termination: In addition to any right of the State to terminate for convenience, the State may terminate this Agreement as follows:

- A. Non-Appropriation:** If this Agreement extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this Agreement, the State may cancel at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, and in the event federal funds become unavailable or reduced, the State may suspend or cancel this Grant immediately, and the State shall have no obligation to pay Subrecipient from State revenues.
- B. Termination for Cause:** Either party may terminate this Agreement if a party materially breaches its obligations under this Agreement, and such breach is not cured within thirty (30) days after delivery of the non-breaching party's notice or such longer time as the non-breaching party may specify in the notice.
- C. No Implied Waiver of Remedies:** A party's delay or failure to exercise any right, power or remedy under this Agreement shall not impair any such right, power or remedy, or be construed as a waiver of any such right, power or remedy. All waivers must be in writing.

29. Continuity of Performance: In the event of a dispute between the Party and the State, each party will continue to perform its obligations under this Agreement during the resolution of the dispute until this Agreement is terminated in accordance with its terms.

30. Termination Assistance: Upon nearing the end of the final term or termination of this Agreement, without respect to cause, the Party shall take all reasonable and prudent measures to facilitate any transition required by the State. All State property, tangible and intangible, shall be returned to the State upon demand at no additional cost to the State in a format acceptable to the State.

31. State Facilities: If the State makes space available to the Party in any State facility during the term of this Agreement for purposes of the Party's performance under this Agreement, the Party shall only use the space in accordance with all policies and procedures governing access to and use of State facilities which shall be made available upon request. State facilities will be made available to Party on an "AS IS, WHERE IS" basis, with no warranties whatsoever.

32. Location of State Data: No State data received, obtained, or generated by the Party in connection with performance under this Agreement shall be processed, transmitted, stored, or transferred by any means outside continental United States, except with the express written permission of the State.

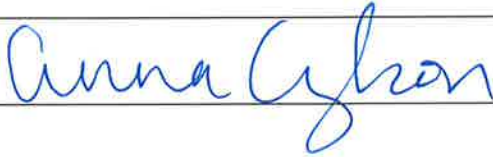
(End of Standard Provisions REVISED JULY 1, 2016)

8. Attachment D: By making the following changes to Attachment D (Modifications to Attachments C or F) beginning on page 16 of 28 of the Base Agreement:

Reasons for Modification(s): By adding to the 7/1/16 version of Attachment C, which removed the reference to the agreed upon Professional Liability terms as reflected in the Base 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 **\$3,000,000** aggregate.

AAG Approval:

A handwritten signature in blue ink, reading "Anna Cybron", is written over a rectangular box.

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

Appendix I – REQUIRED FORMS
Invoice – Contract Agreements

Contractor:	
Address:	
State:	
Zip Code:	

Invoice #:	
Date:	
Contract #:	

Contractor Billing Contact: _____ Phone #: _____

Signature: _____

Date (if applicable)	Description of Deliverables/Work Performed	Rate (if applicable)	Amount
TOTAL:			

Remittance Address:

Bill to:
 Business Office
 Department of Vermont Health Access
 NOB 1 South, 280 State Drive
 Waterbury, VT 05671

INVOICE PAYMENTS ARE NET 30 TERMS, UNLESS STATED OTHERWISE.

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 Travel and Expense Form

Travel and Expense Form																			
Contractor Name: Starting Location Address: Grant Contract Number:										Invoice #: _____ Invoice Date: _____									
			Travel					Meal Expenses			Other Expenses (Travelers Expense)								
Travel Start Date	Travel End Date	Name of Traveler	Description <small>(reason of business, reason for travel, etc.)</small>	Starting Address	Destination Address	End Address	Miles	Amount	Breakfast	Lunch	Dinner	Lodging	Airfare	Training/Registration	Other	Total			
																	<small>State rate effective beginning 1/1/15: .975/mile State rate effective beginning 1/1/16: .54/mile State rate effective beginning 1/1/17: .535/mile</small>		
														<small>Per Diem Rates State of Vermont B. 88.00 L. 84.00 D. 83.00</small>			<small>Receipts Required for Expenses in Categories Listed Below</small>		
								\$ -								\$ -			
								\$ -								\$ -			
								\$ -								\$ -			
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								\$ -								\$ -			
TOTALS								\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			

We the undersigned do hereby certify under that the reported information is accurate to the best of our knowledge and that all requests for services and expenses were incurred while performing work for the State of Vermont. The expenses I am requesting reimbursement for are in compliance with the State of Vermont Allowable Rates and Per Diem. **The State reserves the right to withhold payment if the State does not receive required documentation and receipts.**

Contractor's Signature _____	Date _____
<small>Current State Reimbursement Rates: http://www.vermont.gov/info.nsf/(open)statecontractsandpolicies.nsf Bulletin 3.4: http://www.vermont.gov/info.nsf/(open)bulletin34.nsf</small>	

This amendment consists of 22 pages. Except as modified by this amendment and any previous amendments, all provisions of this contract #28242 dated December 22, 2014 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)
NOB 1 South, 280 State Drive
Waterbury, Vermont 05671
Phone: (802) 241-0246
Email: cory.gustafson@vermont.gov

John Brumsted, CEO Date
University of Vermont Medical Center, Inc.
111 Colchester Avenue
Phone: 802-847*1124
Email: john.brumsted@vtmednet.org