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DEPARTMENT OF VERMONT HEALTH ACCESS

AMENDMENT

It is agreed by and between the State of Vermont, Department of Vermont Health Access (hereafter called the "State") and the University of Vermont Medical Center. (hereafter called the "Grantee") that the grant on the subject of providing free, in-person enrollment assistance for Vermont Health Connect to individuals and businesses in communities across Vermont, effective July 10, 2014, is hereby amended effective December 5, 2014 as follows:

1. The Grantee, formerly known as Fletcher Allen Health Care, changed their name as of October 31, 2014 to the University of Vermont Medical Center. All terms and conditions under this grant agreement with the former Fletcher Allen Health Care name are transferred to the name University of Vermont Medical Center.

2. By deleting beginning on page 1 of 32 of the base agreement, number 5: Source of Funds, and substituting in lieu thereof the following number 5:

5. <u>Source of Funds</u>: Global Commitment $42,575 Federal $22,425

3. By deleting beginning on page 1 of X of the base agreement, number 6: Federal Funds Information, and substituting in lieu thereof the following number 6:

6. <u>Federal Funds Information</u>:

CFDA Title: Cooperative Agreement to Support Establishment of the Affordable Care Act's Health Insurance Exchange
CFDA Number: 93.525
Award Name: Cooperative Agreement to Support Establishment of the Affordable Care Act's Health Insurance Exchange
Award Number: 1 HBEIE130147-01-00
A ward Year: FFY20 13
Federal Granting Agency: HHS/CMS Center for Consumer Information and Insurance Oversight (CCIIO)
Research and Development Grant? Yes No X
Amount: $22,425

CFDA Title: Medical Assistance Program
CFDA Number: 93.778
Award Name: Medicaid -Admin and Program
Grant Number: 1205VT5ADM
A ward Year: FFY20 14
Award Number: VT20133
Federal Granting Agency: HHS/CMS Center for Consumer Information and Insurance Oversight (CCIIO)
Research and Development Grant? Yes No: X
Amount: $24,395.48

4. By deleting beginning on page 7 of 32 of Attachment A (Scope of Work to be Performed), Subrecipient Deliverables, and substituting in lieu thereof the following Subrecipient Deliverables:

6. Subrecipient Deliverables

1. Target Population and Enrollment:
The Subrecipient's will target residents of Chittenden and Grand Isle counties. Subrecipient shall assist members of the target population and the general public to submit applications from July 1, 2014 through June 30, 2015.

2. The Subrecipient shall conduct 600 individual consultations from July 1, 2014 – June 30, 2015: 145 by 9/30/14; 165 by 12/31/14; 150 by 3/31/15; 140 by 6/30/15. The Subrecipient shall conduct consultation and/or education sessions, which are defined as encounters, at least 10 minutes in length, regardless of the number of individuals/family members included in it; e.g., a consultation/education session with a couple or family regarding their options for enrollment would be counted as one session.

3. Outreach and Education:
The Subrecipient shall implement multiple modes of outreach and education to reach a total of 3,300 individuals. Outreach and Education includes, but is not limited to:

- Participating in public enrollment events in collaboration with VHC
- Staffing at community venues, events, fairs, and festivals. The five planned events could include:
  - Champlain Valley Exposition
  - Pride Day
  - Go Red Event
  - Fletcher Allen Knowledge Fair
  - 50 Plus Expo
  - Burlington Kids Day
  - Community Dinners
- Mailings to appropriate panels of patients for enrollment
- Placement of brochures at community locations
- Placement of advertising in local news venues

Subrecipient will be required to conduct outreach and education for Vermont Health Connect, including:

- Participating in the planning and staffing of enrollment events in collaboration with the VHC Outreach Manager;
- Providing a visible Vermont Health Connect presence at community venues, events, fairs and/or festivals at least five times during grant period;
- Coordinating with geographically overlapping Navigator organizations to avoid duplication of effort;
- Identifying locations and dates for Vermont Health Connect events in the communities they serve; and,
  Placing Vermont Health Connect materials in markets, community centers, faith institutions, and other physical and online venues that their target population frequents

4. By deleting beginning on page 11 of 32, Attachment C (Customary Provisions for Contracts and Grants) and substituting in lieu thereof Attachment C revised 9/3/14, which is included as part of this amendment beginning on page 4.

5. By deleting beginning on page 15 of 32, Attachment D (Modifications of Customary Provisions of Attachment C or Attachment F) and substituting in lieu thereof Attachment D, which is included as part of this amendment beginning on page 8.

This amendment consists of 8 pages. Except as modified by this amendment and any previous amendments, all provisions of this grant, (**#03410-1370-15**) dated **July 10, 2014** shall remain unchanged and in full force and effect.

STATE OF VERMONT

DEPARTMENT OF VERMONT HEALTH ACCESS

Robert L. Sherwood
Deputy Commissioner for

MARK LARSON, COMMISSIONER
312 Hurricane Lane, Suite 201
Williston, VT 05495-2087
Phone: 802-879-5901
Email: Mark.Larson@state.vt.us

DATE 12/30/14

GRANTEE

FLETCHER ALLEN HEALTHCARE

12-18-14

ANNA NOONAN, VICE PRESIDENT
111 Colchester Avenue
Burlington, VT 05401
Phone: 802-847-4970
Email: Anna.Noonan@vtmednet.org

DATE

ATTACHMENT C
STANDARD STATE PROVISIONS FOR CONTRACTS AND GRANTS

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

2. **Applicable Law:** This Agreement will be governed by the laws of the State of Vermont.

3. **Definitions:** For purposes of this Attachment, "Party" shall mean the Contractor, Grantee or Subrecipient, with whom the State of Vermont is executing this Agreement and consistent with the form of the Agreement.

4. **Appropriations:** If this Agreement extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this Agreement, the State may cancel at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, and in the event federal funds become unavailable or reduced, the State may suspend or cancel this Grant immediately, and the State shall have no obligation to pay Subrecipient from State revenues.

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

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

   The Party shall defend the State and its officers and employees against all claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party. The State shall notify the Party in the event of any such claim or suit, and the Party shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit.

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

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

7. **Insurance**: Before commencing work on this Agreement the Party must provide certificates of insurance to show that the following minimum coverages are in effect. It is the responsibility of the Party to maintain current certificates of insurance on file with the state through the term of the Agreement. No warranty is made that the coverages and limits listed herein are adequate to cover and

protect the interests of the Party for the Party's operations. These are solely minimums that have been established to protect the interests of the State.

Workers Compensation: With respect to all operations performed, the Party shall carry workers' compensation insurance in accordance with the laws of the State of Vermont.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

13. **Taxes Due to the State**:

    a. Party understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.

    b. Party certifies under the pains and penalties of perjury that, as of the date the Agreement is signed, the Party is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.

    c. Party understands that final payment under this Agreement may be withheld if the Commissioner of Taxes determines that the Party is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.

    d. Party also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Party has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Party has no further legal recourse to contest the amounts due.

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

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

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

15. **Sub-Agreements**: Party shall not assign, subcontract or subgrant the performance of this Agreement or any portion thereof to any other Party without the prior written approval of the State. Party also agrees to include in all subcontract or subgrant agreements a tax certification in accordance with paragraph 13 above.

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

17. **Copies**: All written reports prepared under this Agreement will be printed using both sides of the paper.

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

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

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

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

1. **The insurance requirements contained in Attachment C, Section 7 are hereby modified:** Notwithstanding Section 7 of Attachment C, the following is hereby deleted from the Agreement with Fletcher Allen Health Care

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

   and

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

4. **Reasons for Modifications:**

   The self insurance mechanism that combines professional liability with other liability coverage precludes additional insured status.

APPROVAL:

E-SIGNED by Jared Bianchi
on 2015-01-07 16:37:35 GMT

ASSISTANT ATTORNEY GENERAL

DATE: January 07, 2015