

AMENDMENT

It is agreed by and between the State of Vermont, Department of Vermont Health Access (hereafter called the "State") and Bi-State Primary Care Association (hereafter called the "Grantee") that the grant on the subject of practice facilitation through implementing and managing quality improvement, effective July 1, 2012, is hereby amended effective March 26, 2015 as follows:

**1. By deleting Section 3 (Maximum Amount) on page 1 of 14, as amended by Amendment 3, and substituting in lieu thereof the following Section 3:**

**3. Maximum Amount.** In consideration of services to be performed by the Grantee, the State agrees to pay the Grantee, per payment provisions specified in Attachment B, a sum not to exceed **\$354,026.48**

**2. By deleting Section 4 (Grant Term) on page 1 of 14, as amended by Amendment 3, and substituting in lieu thereof the following Section 4:**

**4. Grant Term.** The effective date of this Grant Agreement shall be July 1, 2012 and end on June 30, 2016.

**3. By deleting Section 5 (Source of Funds) on page 1 of 14 of Amendment , and substituting in lieu thereof the following Section 5:**

**5. Source of Funds:** GC \$354,026.48 Special \$ 0 Federal 0

CFDA Title: Medical Assistance Program

CFDA Number: 93.778

Award Name: Medicaid - Admin and Program

Grant Number: 1205VT5ADM

Award Year: FFY2014

Award Number: VT20133

Federal Granting Agency: HHS/CMS Center for Consumer Information and Insurance Oversight (CCIIO)

Research and Development Grant? Yes  No

Amount: \$202,857.17 (57.3%)

**4. By deleting Section 8 (Contact Persons for this Award) on page 1 of 20 of the base agreement, and substituting in lieu thereof the following Section 8:**

**The contact persons for this award are as follows:**

	<u>State Fiscal Manager</u>	<u>State Program Manager</u>	<u>For the Grantee</u>
Name:	Natalie Elvidge	Jenney Samuelson	Kate Simmons
Phone #:	802-879-7956	802-654-8929	802-229-0002
E-mail:	Natalie.Elvidge@state.vt.us	Jenney.Samuelson@state.vt.us	ksimmons@bistatepca.org

**5. By deleting Attachment B (Payment Provisions) on page 1 of 14 of Amendment 3 and substituting in lieu thereof the following Attachment B:**

**ATTACHMENT B  
PAYMENT PROVISIONS**

The maximum dollar amount payable under this agreement is not intended as any form of a guaranteed amount. The State agrees to compensate the Grantee for services performed up to the maximum amounts stated below, provided such services are within the scope of the grant and are authorized as provided for under the terms and conditions of this grant. The Contractor cannot apply the below mentioned rates to work performed prior to December 1, 2012. The payment schedule for delivered products, or rates for services performed, and any additional reimbursements, are included in this attachment. The following provisions specifying payments are:

1. Grantee invoices shall be submitted monthly (using templates in Appendix 1: Required Forms) and shall include the following line items:

**Grant Period July 1, 2014 to December 31, 2014:**

**Facilitation**

The Grantee shall invoice the State \$6,020.00 per month for facilitation services as outlined in the Scope of Work.

**Milestone Incentives**

In addition to the monthly payments, incentive payments of up to \$6,000, for which the Grantee can invoice the State at any point during the grant period, will be paid as follows:

- NCQA Recognition or rescoring at a level 1 or higher: \$1,000
- Completion of a Patient Centered Care Plan-Do-Study-Act (PDSA): \$1,000
- Documentation of the workflow and referral protocols in the primary care practice for the CHT: \$500

**Travel**

The grantee will invoice the state for actual expenses incurred for approved training, consultation, and travel not to exceed \$1,330 during the grant period. Mileage expense for use of personal vehicles will be reimbursed at the current State rate. Meal expenses will be reimbursed up to the current State per diem rates. The grantee shall submit all receipts and necessary documentation for expenses with associated invoice. Travel expenses must be in compliance with State of Vermont Administrative Bulletin 3.4.

**Technology**

The Grantee will invoice the State for the actual cost, not to exceed \$444, for ongoing costs related to the maintenance and cellular data plan for an iPad (3) 64 GB storage, Wi-Fi, and Cellular. The Grantee will invoice the State monthly for the actual cost of a cellular data plan for an iPad not to exceed \$37 per month.

**Grant Period January 1, 2015 to June 30, 2016:**

### Facilitation

The Grantee shall invoice the State \$6,545.00 per month for facilitation services as outlined in the Scope of Work.

### Milestone Incentives

In addition to the monthly payments, incentive payments of up to \$13,000, for which the Grantee can invoice the State at any point during the grant period, will be paid as follows:

- NCQA Recognition or rescoring at a level 1 or higher: \$1,000
- Completion of a Patient Centered Care Plan-Do-Study-Act (PDSA): \$1,000
- Documentation of the workflow and referral protocols in the primary care practice for the CHT: \$500

### Travel

The grantee will invoice the state for actual expenses incurred for approved training, consultation, and travel not to exceed \$12,000 during the grant period. Mileage expense for use of personal vehicles will be reimbursed at the current State rate. Meal expenses will be reimbursed up to the current State per diem rates. The grantee shall submit all receipts and necessary documentation for expenses with associated invoice. Travel expenses must be in compliance with State of Vermont Administrative Bulletin 3.4.

2. Invoices and reports (Appendix I) must include dates of service, a unique invoice number and should reference this grant number. All invoices and reports shall be submitted to:

Jenney Samuelson  
[jenney.samuelson@state.vt.us](mailto:jenney.samuelson@state.vt.us)

Natalie Elvidge  
[natalie.elvidge@state.vt.us](mailto:natalie.elvidge@state.vt.us)

3. The State reserves the right to withhold part or all of the grant funds if the State does not receive timely documentation of the successful completion of grant deliverables.
4. State of Vermont Payment Terms for this grant is Net 00 days from receipt date of invoice.
6. **By deleting the Budget table on page 3 of 14 of Amendment 3 and substituting in lieu thereof the following Budget tables for the grant period July 1, 2014 to June 30, 2016:**

### Budget

Grant Period July 1, 2014 to December 31, 2014	
Facilitation	\$36,120.00
Travel	\$1,330.00
Milestone Incentives	\$6,000.00
Technology	\$180.48
<b>Total</b>	<b>\$43,630.48</b>

**Budget**

Grant Period January 1, 2015 to June 30, 2016	
Facilitation	\$117,810.00
Travel	\$12,000.00
Milestone Incentives	\$13,000.00
<b>Total</b>	<b>\$142,810.00</b>

7. By deleting Attachment C (Customary Provisions for Contracts and Grants) on page 4 of 14, as amended by Amendment 3, and substituting in lieu thereof the following Attachment C (Customary Provisions for Contracts and Grants) beginning on page 4 of this amendment:

This amendment consists of 9 pages. Except as modified by this amendment and any previous amendments, all provisions of this grant, (#03410-5534-13) dated July 1, 2012 shall remain unchanged and in full force and effect.

STATE OF VERMONT  
DEPARTMENT OF VERMONT HEALTH ACCESS

GRANTEE  
BI-STATE PRIMARY CARE ASSOCIATION

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STEVEN COSTANTINO, COMMISSIONER  
312 Hurricane Lane, Suite 201  
Williston, VT 05495-2087  
Phone: 802-879-5901  
Email: Steven.Costantino@state.vt.us  
AHS/DVHA

DATE

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LORI H. REAL, EXECUTIVE VP / COO  
525 Clinton Street  
Bow, NH 03304  
603-228-2830 ext 114  
Email: lreal@bistatepca.org  
BI-STATE PRIMARY CARE ASSOCIATION

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 \$1,000,000.00 per occurrence, and \$1,000,000.00 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 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.
- 17. Copies:** All written reports prepared under this Agreement will be printed using both sides of the paper.
- 18. Certification Regarding Debarment:** Party certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, neither Party nor Party's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in federal programs, or programs supported in whole or in part by federal funds.
- Party further certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, Party is not presently debarred, suspended, nor named on the State's debarment list at: <http://bgs.vermont.gov/purchasing/debarment>
- 19. Certification Regarding Use of State Funds:** In the case that Party is an employer and this Agreement is a State Funded Grant in excess of \$1,001, Party certifies that none of these State funds will be used to interfere with or restrain the exercise of Party's employee's rights with respect to unionization.
- 20. Internal Controls:** In the case that this Agreement is an award that is funded in whole or in part by Federal funds, in accordance with 2 CFR Part II, §200.303, the Party must establish and maintain effective internal control over the Federal award to provide reasonable assurance that the Party is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the award. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States and the "Internal Control Integrated Framework", issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).
- 21. Mandatory Disclosures:** In the case that this Agreement is an award funded in whole or in part by Federal funds, in accordance with 2CFR Part II, §200.113, Party must disclose, in a timely manner, in writing to the State, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures may result in the imposition of sanctions which may include disallowance of costs incurred, withholding of payments, termination of the Agreement, suspension/debarment, etc.

**22. Conflict of Interest:** Party must disclose in writing any potential conflict of interest in accordance with Uniform Guidance §200.112, Bulletin 5 Section IX and Bulletin 3.5 Section IV.B.

(End of Standard Provisions)

APPENDIX 1: REQUIRED FORMS  
 Invoice

Grantee:	
Grant #:	
Address:	
Invoice #:	
Date of invoice:	

Grantee Billing Contact: \_\_\_\_\_ Phone #: \_\_\_\_\_

Dates of Service (month, year)	Description of Deliverables/Work Performed (please include/list a narrative of activities)	Amount
	Facilitation:	
	Travel: (please list)	
	Milestone Incentives: (please list)	
<b>TOTAL:</b>		

Remittance Address:

Bill to Address:

Natalie Elvidge  
 Department of Vermont Health Access  
 312 Hurricane Lane, Suite 201  
 Williston, Vermont 05495-2806  
[Natalie.Elvidge@state.vt.us](mailto:Natalie.Elvidge@state.vt.us)

**DVHA BO USE: \*INVOICE PAYMENTS ARE NET00 TERMS, UNLESS STATED OTHERWISE\***

Amount:
Date:

Signature: \_\_\_\_\_