DVHA Routing Form

Revision Date 5/1/12

Type of Agreement: **Grant** Agreement #: **03410-6105-13** Form of Agreement: **Amendment** Amendment #: **1**

Name of Recipient: **University of Vermont (VCHIP)** Vendor #: **42844**

Program Manager : **Lisa Dulsky Watkins** Phone #: **802-872-7535**

Agreement Manager: **Emily Trantum** Phone #: **802-879-5946**

Brief Explanation of Agreement: **Increase the maximum amount, extend the grant term, revise Attachment A, Attachment B, and Attachment C.**

Start Date: **July 1, 2012** End Date: **June 30, 2014** Maximum Amount: **$1,884,517.52**

Amendments Only: Maximum Prior Amount: **$1,196,593.00** Percentage of Change: **57.50%**

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

Funding Source

Global Commitment 93.778	**$1,884,517.52**		

Contents of Attached Packet

☐ AA-14
☐ Sole Source Memo
☐ Qualitative/Justification Memo
☒ Attachments A, B, C & F
☐ Attachment D - Modifications to C & F
☒ Attachment E - Business Associate Agreement
☐ Attachment G - Academic Research
☐ MOU
☒ Other: **Base Agreement**

Reviewer		Reviewer Initials	Date In	Date Out
DVHA Grant & Contract Administrator	**Kate Jones**	KJ	6/19	6/19
DVHA BO	~~**Jill Gould**~~ Carrie Hathaway	CH	6-20	6-20
DVHA Commissioner or Designee	**Mark Larson, Commissioner**	ML	6.20	6.2
AHS Attorney General	**Seth Steinzor, AAG**	JJ		6/27/13
Following Approvals for Contracts Only:				
AHS CIO				
AHS Central Office				
AHS Secretary				

Vision Account Codes: 550500/20405/3410010000/41628 FY14 $1

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

AMENDMENT

It is agreed by and between the State of Vermont, Department of Vermont Health Access (hereafter called the "State") and University of Vermont (hereafter called the "Grantee") that the grant on the subject of evaluation of the provider practice components of the Vermont Blueprint for Health project, effective July, 1, 2012 is hereby amended effective June 30, 2013 as follows:

1. By deleting Section 3 (Maximum Amount) on page 1 of 26 of the base contract, and substituting in lieu thereof the following Section 3:

3. <u>Maximum Amount</u>: 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 $1,884,517.52

2. By deleting Section 4 (Grant Term) on page 1 of 26 of the base contract, and substituting in lieu thereof the following Section 4:

4. <u>Grant Term</u>: The effective date of this Grant Agreement shall be July 1, 2012 and end on June 30, 2014.

3. By deleting Section 5 (Source of Funds) on page 1 of 26 of the base contract, and substituting in lieu thereof the following Section 5:

3. <u>Source of Funds</u>: State: $0 Special: $0 Other GC: $1,884,517.52

4. By deleting Section 8 (Contact Person) on page 1 of 26 of the base contract, and substituting in lieu thereof the following Section 8:

For the State	**For Grantee**
Emily Trantum	Sara Barry
802-879-5946	802-847-9643
Emily.Trantum@state.vt.us	Sara.Barry@uvm.edu

5. By deleting on pages 3 of 26, Attachment A (Scope of Work to Be Performed) and substituting in lieu thereof, the following Attachment A:

ATTACHMENT A
SCOPE OF WORK TO BE PERFORMED

GENERAL PURPOSE STATEMENT

The Grantee's scope of work to be performed for the State's Blueprint for Health during the grant period:

The Grantee will continue to conduct a rigorous and timely evaluation of the provider practice components of the State's Vermont Blueprint for Health (the Blueprint). Formative evaluation techniques will be used to assess activities currently underway to assist State staff and its contractors to make changes and enhancements to existing and planned Blueprint activities.

The Grantee's evaluation will measure the impact of the Blueprint on the quality of primary care in Vermont. The Grantee will assess the delivery of healthcare at participating practices, provider practice perceptions of evolving systems and resources, and patient experiences of care. The Grantee will study Community Health Teams (CHTs), Expansion Quality Improvement Program (EQuIP) Facilitators, and evaluate their influence on the culture of primary care. The Grantee will report practice, health service area, and state evaluation progress and outcomes as outlined below.

The Grantee will coordinate all evaluation activities with the State and its applicable subcontractors, soliciting feedback on data collection instruments and reports as appropriate. In addition, the Grantee's faculty and staff will support pertinent Blueprint project and evaluation planning.

SPECIFICATION OF WORK TO BE PERFORMED

Activities

Medical home evaluation using National Committee for Quality Assurance's (NCQA) Patient Centered Medical Home (PCMH): The Grantee will assess the systems practices use to organize, coordinate, and track patient care over time.

The Grantee will use the NCQA 2011 PCMH survey tool to measure and report patients' access to care, practices' tracking and registry functions, planning and care management, self-management support, performance monitoring and quality improvement activities and the NCQA 2013 PCSP survey tool to measure and report the extent to which regional specialist treatment centers responsible for coordinating the care of individuals with complex addictions and co-occurring substance abuse and mental health conditions (i.e., hubs) and/or obstetrics/gynecology practices track and coordinate referrals, provide access and communication, identify and coordinate patient populations, plan and manage care, track and coordinate care, and measure and improve performance.. Additional Add-on surveys may be conducted using NCQA's PCMH and Physician Practice Connections – Patient Centered Medical Home (PPC®-PCMH™) survey tool. The State will provide practice site names to the Grantee at least four months prior to the scoring due date. The Grantee can score no more than seven sites in any given month[1] and no more than 12 sites in any given two month period without written agreement from the Grantee. The total number of sites to be scored during each fiscal year is not to exceed 60.

Practices applying for NCQA PCMH recognition or the organizations to which they belong will be responsible for gathering and submitting application materials, the application and survey tool fees, and for multi-site determination and corresponding paperwork if applicable. It is also expected that practices will share appropriate documentation with the Grantee to facilitate survey completion and submission at least one month prior to scoring deadline.

The Grantee will share experiences, provide education, and coordinate efforts with Blueprint Project Managers and Practice Facilitators to maximize opportunities for shared learning and the evolution of Vermont's Learning Health System. The Grantee will provide technical assistance to Practice Facilitators interpreting NCQA feedback and developing expertise in PCMH Standards. The Grantee will be responsive to Facilitator questions; providing weekly consultation through phone, email, and if applicable, a web-based communication and information-sharing tool (i.e., Basecamp) and attending facilitator meetings quarterly as needed. The Grantee will also develop a short series (approximately three) of recorded instructional sessions on NCQA scoring preparation to share with primary care practices.

[1] Two add-on surveys can be substituted for each full survey

Patient experience using Certified Vendor of the Consumer Assessment of Health Care Providers and Systems (CAHPS®) Patient Centered Medical Home (PCMH): the Grantee will gather patient and families' perceptions of their access to care, the comprehensiveness of care, communication and shared decision making with providers, self-management support, and office staff helpfulness and respect to evaluate patient experience of care at medical homes.

The Grantee will maintain its status as a CAHPS® PCMH vendor, a survey that provides consumers, purchasers and practices with information about a broad range of key consumer issues such as overall satisfaction, average wait times, physician availability, obstacles to receiving care, and parents' impressions of their children's care. Vendor certification will involve demonstrating its capabilities, experience, and expert personnel to accurately administer the survey and participating in required vendor trainings along with paying required training and certification fees.

The Grantee will work with the State's Blueprint leadership team, Blueprint Project Managers and Practice Facilitators in all of Vermont's Health Service Areas (HSAs) to recruit adult, family, and pediatric primary care practices interested in assessing their patients' experiences with care. Grantee will work with up to 70 practices to gather appropriate practice and patient information (e.g., to determine eligibility for adult and child surveys, set correct parameters for patient lists, etc.) and will survey patients from these practices using the CAHPS PCMH 12-month survey protocol. Data will be gathered using CAHPS' mail and internet survey methods. Practices or the organizations to which they belong will be responsible for sharing appropriate patients lists and practice information with the Grantee and for completing the required NCQA application. Data will be collected in spring of 2013 and again in the spring of 2014[2].

The Grantee will meet with other groups conducting CAHPS surveys in Vermont to determine feasibility of sharing and merging datasets. Results from these meetings will be shared with the Blueprint.

The Grantee will manage, analyze, and submit data to NCQA's National CAHPS®PCMH database on behalf of practices. The Grantee will pay required per-practice, per-sample submission fees and submit data collected during 2013 to NCQA during its second 2013 submission period (September, 2013). The Grantee will submit a report on results to the State and will produce practice-specific reports comparing individual practices to their peers.

The Grantee will use a multi-method approach to study and describe the network of organizations that has emerged in each Blueprint HSA to support population and individual health, focusing on modes of collaboration and relationships between organizations. Data collection methods will include review of existing documentation, observation at Integrated Health Service Workgroup and/or functional CHT meetings, and a survey of health, social, and economic service providers/organizations identified as working with or extending, CHT services.

The Grantee will submit a report describing the relationships between these organizations to the State. The State anticipates this work will be ongoing and the impact of the Blueprint on the connection and collaboration between community organizations across Vermont will be followed over time.

Facilitator encounter tracking: the Grantee will host a database of facilitator practice encounters, update data entry forms as needed (e.g., add new answer options resulting from commonly used terms in "other" categories or new practices that have joined the program), provide the State with

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Data collected in 2014 will be analyzed and submitted to NCQA and the State in FY15.

raw data monthly, if desired, and will summarize data twice during the fiscal year. Reports will track data over time. Facilitators will be responsible for entering information about encounters with practices. It will not be the Grantee's responsibility to ensure facilitators are reporting on all applicable encounters or to investigate the accuracy of their responses.

Secondary analysis: the Grantee's faculty and staff will work with the State to develop a model to analyze the impact of the Blueprint on provider practices across the state. This will include analysis and reporting plans for the medical home (NCQA PPC-PCMH/PCMH), patient experience (CAHPS PCMH), facilitator encounter, and community network/qualitative data described above. . The Grantee will share datasets with the State as requested.

Performance Standards (Deliverables)

Method/Activity	Type of deliverable	Description of deliverable	Date Due
Analysis of existing data	Outcome report	Health process and outcome statewide report (i.e., chart review data): longitudinal look at delivery of evidence-based care and health outcomes for patients with diabetes, hypertension, and asthma at a subset of the State's Blueprint practices including data collected for the calendar year 2011	9/30/12
	Memo explaining data/reports shared	Confirmation that health process and outcome practice reports (i.e., chart review data) have been shared with applicable practices (these are a longitudinal look at delivery of evidence-based care and health outcomes for patients with diabetes, hypertension, and asthma at a subset of Blueprint practices; individualized reports comparing practice outcomes to data collected at other practices in the local HSA and across the state).	10/30/12
Medical home evaluation (NCQA PCMH scoring)	Outcome report (spreadsheet)	Report on NCQA scores: Scoring spreadsheet with information on newly scored practices, final score determinations from NCQA and snapshot of statewide results	The last day of each month
NCQA PCMH Education	Outcome report (audio files)	Series of 3 audio recorded presentations on NCQA scoring process to be made available to practices	9/30/12
CAHPS PCMH survey	Outcome report	CAHPS PCMH statewide report: report on aggregated data	10/31/12

CAHPS PCMH survey	Memo explaining data/reports shared	Confirmation that CAHP PCMH practice reports have been shared with applicable practices (these are individualized practice reports with practice data, HSA data, and statewide data)	11/30/12, 10/31/13
CAHPS PCMH survey	Outcome report	CAHPS PCMH statewide report: report on aggregated data with comparisons to data collected in calendar year 2012	8/31/13
Facilitator Encounter Tracking	Outcome report (spreadsheet)	Raw data spreadsheet shared with DVHA	15th of each month
Facilitator Encounter Tracking	Outcome report	Semiannual report on facilitator encounters with practices	12/31/12, 6/30/13, 12/31/13, 6/30/14
Community Networks	Progress report	Report on progress of community networks study and brief summary of preliminary emerging themes	12/31/12
Community Networks	Outcome report	Initial community network statewide report: report on aggregated data gathered through survey, document review, observation, and interview	9/30/13
New Qualitative Study	Progress report	Work plan (including recruitment strategy, data collection tools & timeline)	12/31/13
New Qualitative Study	Outcome report	Summary of findings from the new qualitative study	6/30/14
Modeling/Analysis and report planning	Meeting minutes	Meeting minutes from meetings with Blueprint on development of a Blueprint impact model	9/30/12, 12/31/12,
Modeling/Analysis and report planning	Outcome report	Figures and description of relationship between primary care practice NCQA PPC-PCMH/PCMH scores and CAHPS PCMH patient experience composite measure scores	2/15/13
Quarterly Project Reports		Brief description of project's activity status	10/30/12, 1/30/13, 4/30/13, 10/30/13, 1/31/14, 4/30/14
Quarterly Financial Reports		Brief description of project's financial status	12/1/12, 3/1/13, 6/1/13, 12/1/13, 3/1/14,

			6/1/14
Final Project Report		Brief description of project's activity status	08/15/13, 8/15/14
Final Financial Report		Brief description of project's financial status	08/15/13, 8/15/14

6. **By deleting on pages 8 of 26, Attachment B (Payment Provisions) and substituting in lieu thereof, the following Attachment B:**

ATTACHMENT B
PAYMENT PROVISIONS

All approved travel and meal expenses will be reimbursed per the State's travel rates and guidelines as outlined in Vermont Bulletin 3.4. The most current rates for mileage and meals can be found at http://humanresources.vermont.gov/benefits/compensation/expense_reimbursement_rates . The "claims will be submitted after 60 days will not be paid unless approved by the Commissioner" statement in Vermont Bulletin 3.4 does not apply to this grant agreement.

The Grantee will invoice the State on a quarterly basis, for the previous quarter's actual and approved expenditures using the State's DVHA Financial Report Form (Attachment H). Quarterly invoicing in arrears will continue through the life of the grant. The maximum payable amount under this grant shall not exceed $$1,884,517.52.

A final expenditure report (Attachment H) is due no later than 45 days after the end of the grant and will be reconciled to actual costs incurred for the grant term. Any overpayment of expenses will be returned to the State no later than 90 days after the end of the grant term.

The State will pay invoices of actual expenses upon receipt of the DVHA Financial Report Form (Attachment H) with documentation of expenses and all other required reports in Attachment A.

Documentation of travel expenses will be held by the Grantee and will be made available to the State upon request.

Grantee agrees to provide the State all meeting minutes associated with the Blueprint for Health initiative, during the grant time period.

All reports related to this grant should be submitted in electronic format. Reports should reference this grant number and be submitted to:

Lisa Dulsky Watkins, MD
Department of Vermont Health Access
312 Hurricane Lane
Suite 201
Williston, Vermont 05495-2806
Lisa.Watkins@state.vt.us

An electronic copy of all reports and a **hard copy of invoices with original signature** should be sent to:

Emily Trantum
Department of Vermont Health Access
312 Hurricane Lane

Suite 201
Williston, Vermont 05495-2806
Emily.Trantum@state.vt.us

The State's payment of each quarterly invoice will be payable at Net 00 upon the State's approval of the timeliness and quality of that quarter's grant deliverables as outlined in Attachment A.

Approved Budget: FY13
Department of Vermont Health Access
Budget

Grant Number - 03410-6105-13

Grantee Name: VCHIP		
Grantee's/Contractor's Contact Person: **Grantee's/Contractor's Email Address:**	Sara Barry sara.barry@uvm.edu	
	GRANT BUDGET	**FOCUS AREA**
PERSONNEL		Evaluation
Salaries and Benefits		
Judy Shaw-Principal Investigator	7,818	
Sara Barry-Evaluation Advisor	6,584	
Juli Krulewitz-Lead Evaluator	83,794	
Jan Bunn - Statistician	31,302.50	
Mike DeSarno - Data Analyst	12,474	
TBN Wages CAHPS survey scanning	12,000	
Kara Bisonnette – Project Coordinator	50,566	
Nick Adams – Research Specialist	73,285	
Patterson, Dana, McLaughlin - NCQA Surveyors (3 FTE)	205,197	
TBN Qualitative Interviewer (0.75 FTE)	48,915	
TBN Health Services Research Faculty (0.6 FTE, 9 mo)	0	
Sub Grantee/Sub Contractors		
Total Personnel	531,935.50	
OPERATING		Evaluation
Travel	25,000	
Telephone	6,048	
Supplies/Materials	21,863	
Participant Stipends	0	
NCQA vender certification & data processing fees	35,600	
Printing/Postage	103,462	
Consultant - April Henderson (transcription)	5,000	
Total Operating	196,973	

INDIRECT COSTS/ADMIN		
Facilities & Administration	33.50%	
Total Administration	244,184.35	
FY 13 TOTAL GRANT/CONTRACT BUDGET	973,093	

Approved Budget: FY14

Department of Vermont Health Access
Budget

Grant Number - 03410-6105-13

Grantee Name: VCHIP		
Grantee's/Contractor's Contact Person: Grantee's/Contractor's Email Address:	Sara Barry sara.barry@uvm.edu GRANT BUDGET	FOCUS AREA
PERSONNEL		Evaluation
Salaries and Benefits		
Judy Shaw-Principal Investigator	8,094	
Sara Barry-Evaluation Advisor	6,823	
Juli Krulewitz-Lead Evaluator	89,654	
TBN Wages CAHPS survey scanning & support	25,190	
Kara Bisonnette – Project Coordinator (4 mo @ 100%)	17,475	
Nick Adams – Research Specialist	74,488	
Patterson, Dana, McLaughlin, Andrews - NCQA Surveyors (3.68 FTE)	253,645	
Maurine Gilbert Qualitative Interviewer (0.75 FTE)	55,866	
Sub Grantee/Sub Contractors		
Total Personnel	531,235	
OPERATING		Evaluation
Travel	27,838	
Telephone	3,612	
Supplies/Materials	11,175	
Participant Stipends	0	
NCQA vender certification & data processing fees	34,051	
Printing/Postage	74,804	
Total Operating	151,480	
INDIRECT COSTS/ADMIN		
Facilities & Administration	33.50%	

Total Administration	228,709.52	
FY 14 TOTAL GRANT/CONTRACT BUDGET	911,424.52	

7. **By deleting on pages 11 of 26, Attachment C (Customary Provisions for Contracts and Grants) and substituting in lieu thereof, the following Attachment C:**

ATTACHMENT C
CUSTOMARY 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 appropriations are insufficient to support this Agreement, the State may cancel on a date agreed to by the parties or upon the expiration or reduction of existing appropriation authority. In the case that this Agreement is funded in whole or in part by federal or other non-State funds, and in the event those funds become unavailable or reduced, the State may suspend or cancel this Agreement immediately, and the State shall have no obligation to fund this Agreement 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. The Party shall notify its insurance company and the State within 10 days of receiving any claim for damages, notice of claims, pre-claims, or service of judgments or claims, for any act or omissions in the performance of this Agreement.

   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 coverage is 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 coverage 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 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 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.

   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. 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 will maintain all books, documents, payroll papers, accounting records and other evidence pertaining to costs incurred under this agreement and make them available at reasonable times during the period of the Agreement and for three years thereafter 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. The State, by any authorized representative, shall have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed under this Agreement.

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 his Agreement or any portion thereof to any other Party without the prior written approval of the State. Party also agrees to include in subcontract or subgrant agreements a tax certification in accordance with paragraph 13 above.

    Notwithstanding the foregoing, the State agrees that the Party may assign this agreement, including all of the Party's rights and obligations hereunder, to any successor in interest to the Party arising out of the sale of or reorganization of the Party.

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.

This amendment consists of 26 pages. Except as modified by this amendment and any previous amendments, all provisions of this grant, (#03410-6105-13) dated July, 1, 2012 shall remain unchanged and in full force and effect.

STATE OF VERMONT

DEPARTMENT OF VERMONT HEALTH ACCESS

E-SIGNed by Mark Larson
on 2013-Jul-01

MARK LARSON, COMMISSIONER DATE

GRANTEE

UNIVERSITY OF VERMONT

E-SIGNed by Ruth Farrell
on 2013-Jun-28

RUTH FARRELL, ASSOCIATE VICE PRESIDENT DATE