

STATE OF VERMONT GRANT AGREEMENT				Part 1-Grant Award Detail			
SECTION I - GENERAL GRANT INFORMATION							
¹ Grant #: 03410-1558-16			² Original <input type="checkbox"/>		Amendment # <input type="checkbox"/> 1		
³ Grant Title: Provide the infrastructure and staffing to promote and support the use of the Blueprint clinical registry							
⁴ Amount Previously Awarded: \$205,000.00		⁵ Amount Awarded This Action: \$205,000.00		⁶ Total Award Amount: \$410,000.00			
⁷ Award Start Date: 07/01/2015		⁸ Award End Date: 06/30/2017		⁹ Subrecipient Award: YES <input type="checkbox"/> NO <input type="checkbox"/>			
¹⁰ Vendor #: 6970		¹¹ Grantee Name: Cathedral Square Corporation					
¹² Grantee Address: 412 Farrell Street							
¹³ City: South Burlington			¹⁴ State: VT		¹⁵ Zip Code: 05403		
¹⁶ State Granting Agency: AHS/ Department of Vermont Health Access					¹⁷ Business Unit: 03410		
¹⁸ Performance Measures: YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>		¹⁹ Match/In-Kind: Description:					
²⁰ If this action is an amendment, the following is amended: Amount: <input type="checkbox"/> Funding Allocation: <input type="checkbox"/> Performance Period: <input type="checkbox"/> Scope of Work: <input type="checkbox"/> Other: <input type="checkbox"/>							
SECTION II - SUBRECIPIENT AWARD INFORMATION							
²¹ Grantee DUNS #: 098350291			²² Indirect Rate: 5.00 %		²³ FFATA: YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>		
²⁴ Grantee Fiscal Year End Month (MM format): 9			(Approved rate or de minimis 10%)		²⁵ R&D: <input type="checkbox"/>		
²⁶ DUNS Registered Name (if different than VISION Vendor Name in Box 11):							
SECTION III - FUNDING ALLOCATION							
STATE FUNDS							
Fund Type	AwarDED Previously	Award This Action	Cumulative Award	Special & Other Fund Descriptions			
General Fund			\$0.00				
Special Fund			\$0.00				
Global Commitment (non-subrecipient funds)	\$205,000.00	\$205,000.00	\$410,000.00				
Other State Funds			\$0.00				
FEDERAL FUNDS <small>(includes subrecipient Global Commitment funds)</small>				Required Federal Award Information			
CFDA#	Program Title	AwarDED Previously	Award This Action	Cumulative Award	FAIN	Fed Award Date	Total Federal Award
				\$0.00			
³⁹ Federal Awarding Agency:			⁴⁰ Federal Award Project Descr:				
				\$0.00			
Federal Awarding Agency:			Federal Award Project Descr:				
				\$0.00			
Federal Awarding Agency:			Federal Award Project Descr:				
				\$0.00			
Federal Awarding Agency:			Federal Award Project Descr:				
				\$0.00			
Federal Awarding Agency:			Federal Award Project Descr:				
Total Awarded - All Funds		\$205,000.00	\$205,000.00	\$410,000.00			
SECTION IV - CONTACT INFORMATION							
⁴¹ STATE GRANTING AGENCY				⁴² GRANTEE			
NAME: Miki Hazard				NAME: Kim Fitzgerald			
TITLE: Assistant Director, Blueprint for Health				TITLE: CEO			
PHONE: (802) 241-0392				PHONE: (802) 863-2224			
EMAIL: miki.hazard@vermont.gov				EMAIL: Fitzgerald@cathedralsquare.org			

AMENDMENT

It is agreed by and between the State of Vermont, Department of Vermont Health Access (hereafter called the "State") and Cathedral Square Corporation (hereafter called the "Grantee") that the grant on the subject of providing the infrastructure and staffing to promote and support the use of the Blueprint clinical registry ("Docsite") or an alternate care management system by Support and Services at Home (SASH) staff for tracking encounters with and reporting on management of the SASH participant population, effective July 1, 2015, is hereby amended effective July 1, 2016 as follows:

1. **By deleting Section 3 (Maximum Amount) on page 1 of 31 of the base agreement, and substituting in lieu thereof the following Section 3:**
 3. **Maximum Amount:** In consideration of services to be performed by the Contractor, the State agrees to pay the Contractor, per payment provisions specified in Attachment B, a sum not to exceed \$410,000.
2. **By deleting Section 4 (Grant Term) on page 1 of 31 of the base agreement, and substituting in lieu thereof the following Section :**
 3. **Grant Term:** The effective date of this Agreement shall be July 1, 2015 and end on June 30, 2017. This agreement may be renewed for an additional one (1), one (1) year terms beyond the original term of this agreement as agreed by both parties.
3. **By deleting Attachment A (Scope of Work to be Performed) in the base agreement and substituting in lieu thereof the following Attachment A:**

ATTACHMENT A SCOPE OF WORK TO BE PERFORMED

This agreement is for one year contingent on funding for the SASH program. The Contractor will be the coordinating organization for the following activities and will provide partial support of up to 2.0 FTE, or the equivalent thereof, to fulfill the following scope of work during this period.

The services provided under this agreement are ongoing and required for as long as SASH elects to use a clinical tracking system specified by DVHA. All deliverables described herein must be completed in a satisfactory manner on an annual basis.

Background:

This agreement is between the State and the Contractor for personnel services to sustain the use of Health Information Technology (HIT) connections by Support and Services at Home (SASH) care coordinators, wellness nurses, and central office staff employed by not-for-profit housing sites and home health agencies statewide receiving funding under the Multi-payer Advanced Primary Care Practice (MAPCP) Medicare demonstration for the care of Medicare beneficiaries. The Blueprint Clinical Registry (formerly Covisint's DocSite) serves as the tracking system (electronic health record) for SASH staff, through which participant assessments, support plans, and measures are populated.

The Contractor acts as the statewide SASH coordinating organization and, as such, provides staff to deliver training on proper use of the Blueprint Clinical Registry and to ensure consistent and accurate data integrity among all statewide SASH sites. This oversight is intended to ensure that the information collected by SASH staff at the housing sites becomes a seamless part of the participant's health record in the Blueprint Clinical Registry and that information will be available in the form of reports for individual participant care, aggregate outcomes, and benchmark reporting. The Contractor currently provides technical assistance and training on the SASH module of the Blueprint Clinical Registry to SASH users. The Contractor ensures that SASH staff is trained to facilitate community self-management workshops and sends self-management workshop and participant data to Blueprint Regional Coordinators for entry into the Self-Management Support Programs (SMSP) module of the Blueprint Clinical Registry.

In the event that the Blueprint asks SASH to transition from the Blueprint Clinical Registry to another system, this scope of work applies to any subsequent clinical registry or care management vendor designated for use by the Blueprint, as the SASH training and implementation infrastructure and operational tools can be leveraged to facilitate the transition of SASH users to a new system, if necessary.

Scope of Work:

The Contractor agrees to complete the following tasks:

Task 1: Project Management

The Contractor will identify a primary Project Manager to provide project management for the services and activities outlined within the scope of work for Tasks 2 through 6 of this agreement.

The Contractor's Project Manager shall actively and collaboratively communicate with State staff and identified designees as needed to identify risks and issues and to reach agreement on mutual decision points in a timely manner. The Contractor's Project Manager shall be advised and informed by the State's Blueprint Assistant Director and/or Blueprint Data Quality Project Leader.

Deliverables:

1. Assignment of a Project Manager on or before July 1, 2016. The Contractor shall notify the State immediately if this position is reassigned and send the State a resume for the newly assigned Project Manager.
2. Monthly or as-requested teleconferences or in-person meetings involving the Contractor's Project Manager.
3. The Contractor shall coordinate with the State and identified designees to accomplish Tasks 2 through 7.

Task 2: Data Collection and Data Conversion Prior to Relaunch of Blueprint Clinical Registry

Until the Blueprint Clinical Registry is brought Live, the Contractor shall continue data collection activities begun as of September 1, 2015, which coincided with Covisint's cessation of operations of DocSite as the State's clinical registry.

These data collection activities include the use of JotForms by SASH field team staff for tracking encounter data on SASH participants and entry into customized Microsoft Excel® spreadsheets for full measure data on new and existing participants by central administrative SASH staff. These two

data sources are then cleaned and merged with existing participant clinical registry data that was retrieved prior to DocSite cessation and moved into an aggregated data set in Stata software.

The Contractor shall work with the Blueprint Data Quality Project Leader on testing automatic conversion of this data into the Blueprint Clinical Registry. The Contractor shall follow any recommendations made by the Blueprint Data Quality Project Leader for adjustments to the data collection tools or implementation of data quality optimization strategies to facilitate automatic data conversion. If automated data conversion is successful, the Contractor shall also perform activities to verify the accuracy and completeness of the SASH data converted into the Blueprint Clinical Registry upon request by the Blueprint Data Quality Project Leader and prior to Go Live.

If automated data conversion is unsuccessful or determined to be infeasible, the Contractor is responsible for manual entry into the Blueprint Clinical Registry of all SASH data collected since September 1, 2015. The Contractor shall perform activities to verify the accuracy and completeness of the manually entered SASH data.

Deliverables:

1. Continue data collection and entry of SASH participant encounters in Excel® and JotForms begun on September 1, 2015
2. Test automatic conversion of data captured in Excel® spreadsheets and JotForms into Blueprint Clinical Registry as requested by Blueprint Data Quality Project Leader. Comply with recommendations for data collection tool modifications and data quality optimization strategies, as needed.
3. If automated data conversion proves infeasible, manually enter all SASH data collected since September 1, 2015 into the system.
4. Verify accuracy and completeness of SASH data in the Blueprint Clinical Registry, whether uploaded via automated conversion or entered manually, according to a timeline mutually agreed upon with the Blueprint Data Quality Project Leader.

Task 3: Clinical Registry and/or Care Management System Transition and Functional Testing Support

As directed and approved by the Blueprint Executive Director and/or designated Assistant Director(s), the Contractor shall either:

- Participate in functional testing (validation) of the Blueprint Clinical Registry OR
- Participate in functional testing (validation) of an alternate care management system (to be determined)

As part of this process, the Contractor shall provide detailed input on functional test plans from SASH users of the Blueprint Clinical Registry and shall name and assign at least one (1) SASH wellness nurse, 1 SASH care coordinator, and 1 SASH data analyst to participate fully in the testing according to reasonable timeframes provided by the Blueprint Executive Director and/or designated Assistant Director(s).

The Contractor shall coordinate testing with representatives from SASH and track testing results, reporting issues to relevant parties for resolution. The Contractor shall perform initial testing and re-testing of issues as requested.

As directed by the Blueprint Executive Director and/or designated Assistant Director(s), the Contractor shall provide transition support for the Blueprint Clinical Registry to users during the implementation process or to a new care management system, which includes the dissemination of a communication plan, the delivery of new user credentials, assisting users with accessing the new system URL and resetting initial passwords, and the creation of training materials for new login processes and changes to the system.

Deliverables: During and immediately following the implementation and Go Live of the Blueprint Clinical Registry or the transition to a new care management system (to be determined), the Contractor shall:

1. Coordinate functional testing (validation) of the system with at least 3 assigned SASH representatives (such as a wellness nurse, a care coordinator, and/or a data analyst) as part of the system transition and during the two weeks prior to Go Live
2. Ensure assigned SASH staff performs initial testing and re-testing of issues as requested during testing period (two weeks prior to Go Live)
3. Track testing results and report issues to the Blueprint for troubleshooting and resolution on at least a daily basis during testing period
4. In collaboration with the State and identified designees, provide transition support to the new system for current SASH users of the Blueprint Clinical Registry (formerly DocSite) during the implementation process (two weeks prior to Go Live through 30 days post Go Live)
5. Meet as requested with the State and identified designees involved in the system implementation and Go Live

Task 4: Clinical Registry and/or Care Management System Training – SASH Users

The Contractor shall provide direct training on the effective use of the Blueprint Clinical Registry and/or an alternate care management system to all SASH staff.

Initial functional and reporting training, as applicable, shall be provided to new users, and ongoing training shall be provided to all existing users, including refresher training and training on new product or new reporting functionality. Training will consist of in-person, hands-on, and webinar-based trainings, as well as individual work (one-on-one trainings).

The Contractor shall serve as the conduit for all reasonable and applicable communications between the State and all SASH users of the system.

The Contractor shall assign adequate, at least one (1), training resources on the ground in Vermont. The training resources shall perform, at a minimum, the following tasks:

- Meet training needs via WebEx or in-person as needed/requested for all new and existing SASH staff who use the system
- Provide training on report writing tools available in the system, as requested, to all SASH users

- Work with all SASH users to ensure measure answers are entered in correct format

The Contractor shall make the following documentation available to all SASH users of the system:

- Recommended browsers and necessary settings for optimal use of the Blueprint Clinical Registry or care management system, including troubleshooting steps for browsers (clearing cache, etc.)
- Step-by-step User manual for “workarounds” and explanations of most non-intuitive areas of the application to manage expectations for the User experience

The Contractor shall share any documentation produced for SASH users with the State to facilitate knowledge sharing for all users of the system where generally applicable.

Deliverables:

1. Assign adequate (at least one (1)) training resources on the ground in Vermont who shall meet all functional and reporting training needs of SASH users of the system by July 1, 2016
2. As requested by the State, communicate between the State and SASH users, as needed, such as about downtime windows, new functionality, user provisioning process, etc.
3. Provide documentation to SASH users on browser settings, troubleshooting, and “workarounds” required for anomalies in the application and share with State staff for possible dissemination to other users by August 31, 2016 and as updates to the information are needed.

Task 5: Clinical Registry and/or Care Management System Support – SASH Users

The Contractor shall provide direct support on the effective use of the Blueprint Clinical Registry and/or an alternate care management system to all SASH staff.

The Contractor shall provide a dedicated email address for general Help Desk support for SASH staff.

The Contractor shall develop and implement an effective and simple issue tracking system to triage and prioritize user-reported issues that cannot be resolved at the initial point of contact. The Contractor shall organize the issues into a reporting format for weekly meetings with the State. Urgent issues (such as “system down”) shall be reported immediately to the State or its designee(s).

The Contractor shall assign adequate (at least one (1)) resources on the ground in Vermont who may be the same individual(s) identified as training resources in Task 3 above. The support resources shall perform, at a minimum, the following tasks:

- Provide general support to all SASH system users, including via email, telephone, and in-person support for reported issues, troubleshooting, and just-in-time training needs
- Communicate credentials and instructions for accessing the system to new SASH users and work with the State to develop an efficient system (led by the State or identified designee) to perform new user account set up and permissioning
- Provide support to all SASH users, including analysis of consistent use of data fields across users and support for their data entry and reporting needs
- Communicate reported user issues to the State during weekly meetings, for non-critical issues, and immediately via email for critical issues, such as “system down”
- Monitor and maintain user accounts to ensure inactivation of accounts for SASH staff

who leave the organization and should no longer have access to the system by communicating changes proactively to the State and its designees

Deliverables:

1. Assign adequate, at least one (1), support resources on the ground in Vermont who shall meet all general support needs of the SASH system users by July 1, 2016
2. Provide a designated email address for general Help Desk support for SASH staff by July 1, 2016
3. Develop and implement an issue tracking system for triaging and prioritizing user-reported system issues to the State or its designees by August 1, 2016
4. Report critical issues to the State or its designees immediately
5. Meet weekly and upon request with the State or its designees to review the list of user-reported issues and discuss possible paths to resolution

Task 6: Clinical Registry and/or Care Management System Data Quality Checks, Reporting, and Analytics

The Contractor shall assign at least one (1) data analyst on the ground in Vermont.

The Contractor shall assist all SASH system users upon request with ad hoc report writing, data extraction, and analysis.

The Contractor shall review the quality of data input into the system by SASH staff via available reports and shall escalate areas for concern to the State and its designees at regular meetings, communicating a plan for remediation and resolution of these issues through mechanisms such as staff re-training on data entry, one-time data clean-up efforts, etc.

In coordination with the Blueprint analytics vendor, using reports and analyses generated from the system, the Contractor shall evaluate the level of quality and completeness of current SASH program data, provide summarized findings, and recommend targeted areas and projects for enhancement and expansion of data collection to the Blueprint Executive Director.

Deliverables:

1. Assign at least one (1) data analyst on the ground in Vermont by July 1, 2016
2. As requested, provide assistance to all SASH users on ad hoc report writing, data extraction, and analysis
3. Provide documentation of summarized findings of data quality from analytics reports, including recommended plans for optimization strategies, as requested by the Blueprint Executive Director
4. Work collaboratively with all SASH program users on consistency and quality of data entered into database fields on an ongoing basis
5. Attend data quality meetings as requested by the Blueprint Executive Director

Task 7: Clinical Registry and/or Care Management System Development and Implementation Input

The Contractor shall develop an expert understanding of system workflows, data quality requirements, and reporting needs for the SASH program.

The Contractor shall provide input and support to the State or its designees on recommended bug fixes, ongoing maintenance requests, and enhancements to the Blueprint Clinical Registry or new care management system. Prioritized enhancements should potentially improve and optimize business processes, end-user workflows, data capture, or reporting.

The Contractor shall perform functional verification and validation testing of general system or SASH-specific enhancements implemented in the Blueprint Clinical Registry or new care management system. Timed with new product releases and as received from the State or its designees, the Contractor shall release documentation and training on new functionality, new data fields, and/or new reports contained in each release to SASH users.

The Contractor shall participate in strategic planning sessions for future tool selection where technical expertise of the Contractor and risk assessment based on past experience is brought to bear. If an alternate care management system is chosen to replace the Blueprint Clinical Registry for SASH users, the Contractor shall participate in all design and build sessions offered by the State or its designees that are required to implement the system for SASH users.

Deliverables:

1. On an ongoing basis, develop expertise in systems workflows, data quality requirements, and reporting needs of SASH staff in relation to the clinical registry or care management system identified for use
2. At the end of each quarter, prioritize enhancement requests for the clinical registry or care management system based on their potential to improve and optimize business processes, end-user workflows, data capture, and/or reporting for SASH staff
3. Provide input and support to the State and its designees on recommended bug fixes, ongoing maintenance requests, and enhancements upon request and at least quarterly
4. Perform functional verification and validation testing of enhancements implemented in the clinical registry or care management system as requested by the State
5. Release documentation and training on new functionality, new data fields, and/or new reports contained in each release to SASH staff as requested by the State
6. Meet at least once per month with the State and its designees to provide development input
7. As requested by the Blueprint Executive Director and/or designated Assistant Director(s), participate in strategic planning sessions for future tool selection where technical expertise of the Contractor and risk assessment based on past experience is brought to bear
8. In the event that an alternate care management system is identified for SASH use and as required, participate in all design and build sessions offered by the State or its designees to implement the system for SASH users

- 4. By deleting on Attachment B (Payment Provisions) 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 Contractor will be paid for products or services actually performed as specified in Attachment A up to the maximum allowable amount specified in this agreement. State of Vermont payment terms are Net 00 days from date of invoice. Payments against this agreement will comply with the State's payment terms. The payment schedule for delivered products, or rates for services performed, and any additional reimbursements, are included in this attachment. The following provisions specifying payments are:

1. The Contractor shall submit invoices (Appendix I: Required Forms) quarterly with a current date of submission, a unique invoice number, the agreement number, and dates of service for services being invoiced against the appropriate tasks in Attachment A, a list of allowable expenses incurred, and total charges on or by the 1st of October, January, April, and July for the prior quarter's expenses.
2. Quarterly invoices shall be accompanied by a completed Travel and Expense Form (if expenses are incurred) and Financial Reporting Form as included in Appendix I: Required Forms. All invoices related to this agreement should be submitted in electronic format to:

Natalie Elvidge
Natalie.Elvidge@vermont.gov

Miki Hazard
Blueprint Assistant Director
Miki.Hazard@vermont.gov

3. The Contractor shall invoice the State up to a maximum of \$51,250.00 for each quarter, based on the State's acceptance of the quarterly progress reports and deliverables as completed and as outlined in Attachment A.

4. Quarterly Progress Report Requirements:

All payments to the Contractor shall be based upon the State's acceptance of a quarterly progress report and deliverables as completed, as outlined in Attachment A. Quarterly reports are due on the following dates: 10/1/2016, 1/1/2017, 4/1/2017, 7/1/2017 and must include discussion on activities and accomplishments for the previous three (3) month period. If the due date falls on the weekend, the program report is due the following Monday.

Quarterly reports will also include planned activities for the upcoming three (3) month period and proposed timelines. These reports will include, as separate sections, discussion on Task 2 through Task 7, and shall include, where appropriate, the following information:

- a. Discussion on each task within each deliverable
- b. Dates and times of meetings attended, including:
 - i. subject
 - ii. location
 - iii. attendees
 - iv. outcomes;
- c. Work products produced, including:

- i. type
 - ii. purpose
 - iii. audience
 - iv. usage;
 - d. Trainings held, including:
 - i. subject
 - ii. dates
 - iii. attendees
 - iv. purpose;
 - e. Reports and documentation provided, including:
 - i. type and brief description of content;
 - f. Required enhancements, including:
 - i. plan for approval
 - ii. implementation
 - iii. timeline
 - iv. training;
 - g. Data analysis, including purpose and quality of result, and remediation plan if necessary;
 - h. Dependencies from other contractors working with the State, barriers to success, and recommended next steps;
 - i. High-level support issues from the previous quarter and any issues requiring attention or action from the Blueprint Executive Director and/or Assistant Director;
 - j. Discussion on upcoming activities shall include:
 - i. activity,
 - ii. stakeholders
 - iii. partner responsibility
 - iv. State responsibility
 - v. timeline
 - vi. any additional request(s) made by State of Vermont personnel.
5. Payment for activities under each Task will only be issued after all quarterly progress reports are received and accepted by the State.
6. The State reserves the right to withhold part or all of the agreement funds if the State does not receive timely documentation of the successful completion of agreement deliverables outlined in Attachment A. Any work product deemed unacceptable by the State will be subject to revision by the Contractor based upon a remediation plan that the State and the Contractor agree upon.
7. The Contractor will not be reimbursed for other expenses, including supplies, benefits, or insurance.
8. The total maximum amount payable under this agreement for the period of July 1, 2015 through June 30, 2016 shall not exceed \$205,000.

The total maximum amount payable under this agreement for the period of July 1, 2016 through June 30, 2017 shall not exceed \$205,000.

BASIS FOR BUDGET

Agreement Period Beginning July 1, 2015 ending June 30, 2016

Category	7/1/15-12/31/15	1/1/16-6/30/16	Total
Project Management	\$9,225.00	\$9,225.00	\$18,450.00
Grant / Fiscal Admin	\$5,125.00	\$5,125.00	\$10,250.00
CSC Staff: TA/Trainer; HIT Specialist; Data Analyst; Operations Manager	\$84,050.00	\$84,050.00	\$168,100.00
Travel; Miscellaneous and contingency	\$4,100.00	\$4,100.00	\$8,200.00
Totals	\$102,500.00	\$102,500.00	\$205,000.00

BASIS FOR BUDGET

Agreement Period Beginning July 1, 2016 ending June 30, 2017

Category	7/1/16-12/31/16	1/1/17-6/30/17	Total
Project Management	\$9,225.00	\$9,225.00	\$18,450.00
Grant / Fiscal Admin	\$5,125.00	\$5,125.00	\$10,250.00
CSC Staff: TA/Trainer; HIT Specialist; Data Analyst; Operations Manager	\$84,050.00	\$84,050.00	\$168,100.00
Travel; Miscellaneous and contingency	\$4,100.00	\$4,100.00	\$8,200.00
Totals	\$102,500.00	\$102,500.00	\$205,000.00

5. By deleting on Attachment C (Standard State Provisions for Contracts and Grants) and substituting in lieu thereof the following Attachment C, beginning on page 12:

This amendment consists of 18 pages. Except as modified by this amendment and any previous amendments, all provisions of this grant, (#03410-1558-16) dated **July 1, 2015** shall remain unchanged and in full force and effect.

BY THE STATE OF VERMONT:

BY THE CONTRACTOR:

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

 KIM FITZGERALD
 DATE
 412 Farrell Street
 South Burlington, VT, 05403
 Phone: 802-863-2224
 Email: Fitzgerald@cathedralsquare.org

AHS/DVHA

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.
- 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 X and Bulletin 3.5 Section IV.B.

(End of Standard Provisions, State of Vermont – Attachment C - 9-1-2015_rev)

Appendix I: Required Forms

INVOICE

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

Grantee Billing Contact: _____ Phone #: _____

Dates of Service	Description of Deliverables/Work Performed (please include/list a narrative of activities)	Amount
TOTAL:		

Remittance Address:

Bill to Address:

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

DVHA BO USE: *INVOICE PAYMENTS ARE NET 00 TERMS, UNLESS STATED OTHERWISE*

Signature: _____

Travel and Expense Form

Grantee/ Contractor Name:		Invoice #:	
Starting Location Address:		Invoice Date:	
Grant/Contract Number:			

Travel Start Date	Travel End Date	Name of Traveler	Description (name of meeting, reason for travel, etc.)	Travel					Meal Expenses			
				Starting Address	Destination Address	End Address	Miles	Amount	Breakfast	Lunch	Dinner	
				State rate effective 1/1/2015: .575/mile State rate effective 1/1/2016: .54/mile					Per Diem In-State Rates (Vermont) B: \$5.00 L: \$6.00 D: \$12.85	Per Diem Out-of-State B: \$8.25 L: \$7.25 D: \$18.50		
								\$ -				
								\$ -				
								\$ -				
								\$ -				
								\$ -				
								\$ -				
								\$ -				
								\$ -				
TOTALS								0	\$ -	\$ -	\$ -	\$ -

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 are in accordance with the Vermont Allowable Rates and Per Diems. **The State reserves the right to withhold payment if the State does not receive required documentation and receipts.**

Claimant's Signature	Date
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Current State Reimbursement Rates: http://humanresources.vermont.gov/salary/compensation/expense_reimbursement
 Bulletin 3.4: [http://aoa.vermont.gov/sites/aoa/files/Bulletins/AOA-Bulletin3_4-June2014%20\(2\).pdf](http://aoa.vermont.gov/sites/aoa/files/Bulletins/AOA-Bulletin3_4-June2014%20(2).pdf)

STATE OF VERMONT
GRANT AMENDMENT
CATHEDRAL SQUARE CORPORATION

PAGE 19 OF 19
GRANT #: 03410-1558-16
AMENDMENT # 1

Department of Vermont Health Access
Financial Report Form

Contractor Name		Cathedral Square Corporation				Grant/Contract Number:		03410-1558-16
Grantee's/Contractor's Contact Person:		Kim Fitzgerald				Reporting Period:		
Grantee's/Contractor's Email Address:		Fitzgerald@cathedralsquare.org				July 1, 2015 - June 30, 2016		
	TOTAL GRANT BUDGET	Q1 7/1/15-9/30/15	Q2 10/1/15-12/30/15	Q3 12/1/16-3/30/16	Q4 4/1/16-6/30/16	TOTAL EXPENDITURES TO DATE	BALANCE	
	\$ 205,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 205,000.00	
Tasks 1-6						\$ -		
	TOTAL GRANT AMOUNT	\$ 205,000.00	\$ -	\$ -	\$ -	\$ -	\$ 205,000.00	
SIGNATURE OF AUTHORIZING OFFICIAL:								
State Only:								
Program code: 41628		\$ -	\$ -	\$ -	\$ -	\$ -	\$ 205,000.00	

Contractor Name		Cathedral Square Corporation				Grant/Contract Number:		03410-1558-16
Grantee's/Contractor's Contact Person:		Kim Fitzgerald				Reporting Period:		
Grantee's/Contractor's Email Address:		Fitzgerald@cathedralsquare.org				July 1, 2016 - June 30, 2017		
	TOTAL GRANT BUDGET	Q1 7/1/16-9/30/16	Q2 10/1/16-12/30/16	Q3 12/1/17-3/30/17	Q4 4/1/17-6/30/17	TOTAL EXPENDITURES TO DATE	BALANCE	
	\$ 205,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 205,000.00	
Tasks 1-6						\$ -		
	TOTAL GRANT AMOUNT	\$ 205,000.00	\$ -	\$ -	\$ -	\$ -	\$ 205,000.00	
SIGNATURE OF AUTHORIZING OFFICIAL:								
State Only:								
Program code: 41628		\$ -	\$ -	\$ -	\$ -	\$ -	\$ 205,000.00	

Please Note: Only certain white cells are unlocked for editing, please enter the funding amount on the same line as the specific subcategory; the highlighted main categories will autofill. For categories with no listed subcategories, please enter a title in the space provided for each subcategory being billed.