## STATE OF VERMONT GRANT AGREEMENT — Part 1-Grant Award Detail

### SECTION I - GENERAL GRANT INFORMATION

1 **Grant #:** 03410-1458-15 | 2 **Original** [ ] | **Amendment #** 2

3 **Grant Title:** Central Vermont Medical Center SBIRT (SIM)

4 **Amount Previously Awarded:** $500,000.00 | 5 **Amount Awarded This Action:** $0.00 | 6 **Total Award Amount:** $500,000.00

7 **Award Start Date:** 01/08/2015 | 8 **Award End Date:** 11/30/2016 | 9 **Subrecipient Award:** YES [X] NO [ ]

10 **Vendor #:** 41857 | 11 **Grantee Name:** Central Vermont Medical Center, Inc.

12 **Grantee Address:** 130 Fisher Road

13 **City:** Berlin | 14 **State:** VT | 15 **Zip Code:** 05602

16 **State Granting Agency:** Department of Vermont Health Access | 17 **Business Unit:** 03410

18 **Performance Measures:** YES [X] NO [ ] | 19 **Match/In-Kind:** | **Description:**

20 *If this action is an amendment, the following is amended:*
**Amount:** [ ] **Funding Allocation:** [X] **Performance Period:** [ ] **Scope of Work:** [ ] **Other:** [ ]

### SECTION II - SUBRECIPIENT AWARD INFORMATION

21 **Grantee DUNS #:** 069912442 | 22 **Indirect Rate:** 10.00 % (Approved rate or de minimis 10%) | 23 **FFATA:** YES [X] NO [ ]

24 **Grantee Fiscal Year End Month** (MM format): 9 | 25 **R&D:** [ ]

26 **DUNS Registered Name** *(if different than VISION Vendor Name in Box 11)*:

### SECTION III - FUNDING ALLOCATION

**STATE FUNDS**

| Fund Type | 27 Awarded Previously | 28 Award This Action | 29 Cumulative Award | 30 Special & Other Fund Descriptions |
|---|---|---|---|---|
| General Fund | | | $0.00 | |
| Special Fund | | | $0.00 | |
| Global Commitment (non-subrecipient funds) | | | $0.00 | |
| Other State Funds | | | $0.00 | |

**FEDERAL FUNDS** *(includes subrecipient Global Commitment funds)*

| 31 CFDA# | 32 Program Title | 33 Awarded Previously | 34 Award This Action | 35 Cumulative Award | Required Federal Award Information: 36 FAIN | 37 Fed Award Date | 38 Total Federal Award |
|---|---|---|---|---|---|---|---|
| 93.624 | State Innovation Models: Funding for Model Design | $500,000.00 | $0.00 | $500,000.00 | 1G1CMS331181 | 04/01/2013 | $45,009,074.92 |
| 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** | $500,000.00 | $0.00 | $500,000.00 | | | |

### SECTION IV - CONTACT INFORMATION

| 41 STATE GRANTING AGENCY | 42 GRANTEE |
|---|---|
| **NAME:** Karen Sinor | **NAME:** Cheyenne Holland |
| **TITLE:** Contracts & Grants Administrator | **TITLE:** CFO |
| **PHONE:** (802) 241-0252 | **PHONE:** (802) 371-4443 |
| **EMAIL:** Karen.Sinor@vermont.gov | **EMAIL:** Cheyenne.Holland@cvmc.org |

**AMENDMENT**

It is agreed between the State of Vermont, Department of Vermont Health Access (hereinafter called "State") and Central Vermont Medical Center (hereinafter called "Subrecipient") with principal place of business at Berlin, VT that the contract dated January 8, 2015 is to be amended July 1, 2016 as follows:

1. **By inserting a revised *State of Vermont Grant Agreement, Page 1 – Grant Award Detail* into the Base agreement as page 1. See first page of this amendment.**

2. **By striking out item #5, *Agreement Term*, and substituting in lieu thereof the following revised item # 5:**

5. **Agreement Term**. The period of Subrecipient's performance shall begin on **January 8, 2015** and end on **November 30, 2016**.

3. **By striking out item #8, *Attachments*, and substituting in lieu thereof the following revised item #8:**

8. **Attachments:** This agreement consists of 24 pages including the following attachments which are incorporated herein:

Attachment A – Scope of Work to be Performed
Attachment B – Payment Provisions
Attachment C – Standard State Provisions: For Grants and Contracts
Attachment D – Modification of Customary Provisions of Attachment C
Attachment E – Business Associate Agreement
Attachment F – Standard State Provisions: AHS Customary Contract Provisions
Appendix I – Required Forms

Order of precedence of these documents shall be as follows:

1. This Document
2. Attachment D – Modification of Customary Provisions of Attachment C
3. Attachment C – Standard State Provisions: For Grants and Contracts
4. Attachment A – Scope of Work to be Performed
5. Attachment B – Payment Provisions
6. Attachment E – Business Associate Agreement
7. Attachment F – Standard State Provisions: AHS Customary Contract Provisions
8. Appendix I – Required Forms

4. **Attachment A: By striking out the first paragraph under the section *SubGrantee Requirements*, and substituting in lieu thereof the following revised first paragraph:**

SubGrantee Requirements for Subcontracting

Per Attachment C, Section 19, if the Subrecipient chooses to subcontract work under this agreement, the Subrecipient must first fill out and submit the Subcontractor Compliance Form (Appendix I – Required Forms) in order to seek approval from the State prior to signing an agreement with a third party. Upon receipt of the Subcontractor Compliance Form, the State shall review and respond within five (5) business days. A fillable PDF version of this Subcontractor Compliance Form is available upon request from the DVHA Business Office. Under no circumstance shall the Subrecipient enter into a sub-agreement without prior authorization from the State. The Subrecipient shall submit the Subcontractor Compliance Form to:

* * *

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

**ATTACHMENT B**
**PAYMENT PROVISIONS**

The maximum dollar amount payable under this Agreement is not intended as any form of a guaranteed amount. The Subrecipient will be paid for products, services, and allowable costs actually performed, expended, and properly allocated as specified in Attachment A, up to the maximum allowable amount specified in this Agreement. The payment schedule for delivered products, or rates for services performed, and any additional reimbursements, are included in this Attachment. The State of Vermont's payments terms are Net 00 days from date of invoice approval. Work performed between July 1, 2016 and the signing or execution of this amendment that is in conformity with Attachment A may be billed under this agreement. The maximum payable amount under this Subrecipient Grant shall not exceed $500,000. The State shall pay the Subrecipient for work performed as described in Attachment A in conjunction with the Subrecipient's budget table set forth below.

1. **Budget Table.** The State shall pay the Subrecipient per the budget table below:

| Category | Performance Period 1 – begins December 2014 | Performance Period 2: 1/1/16-6/30/16 | Performance Period 3: 7/1/16-11/30/16 | Total |
|---|---|---|---|---|
| Personnel | 152,302.98 | 87,925.48 | 105,645 | 345,873.46 |
| Fringe | 39,757 | 24,905 | 25,500 | 90,162 |
| Consultants | 5,000 | | 1,000 | 6,000 |
| Equipment | 2,519 | | 2,420 | 4,939 |
| Supplies | 6,124.93 | 4,361.05 | 3,567.84 | 14,053.82 |
| Other Costs | 10,000 | | 10,000 | 20,000 |
| Indirect | | | 14,971.72 | 14,971.72 |
| Conferences | | 1,159.76 | 2,840.24 | 4,000 |
| ***Total*** | 215,703.91 | 118,351.29 | 165,944.80 | 500,000 |

Variances of the budgeted line items shall not exceed 10% and must be granted by written approval from the State. Written requests for such approvals shall be submitted by the Subrecipient prior to the expenditure of

funds in excess of the budgeted line items.

2. **Travel.** Mileage expenses for use of personal vehicles and meal expenses will be reimbursed at the current State rate. Travel expenses must be in compliance with State of Vermont Administrative Bulletin 3.4.

3. No benefits or insurance will be reimbursed by the State.

4. All reports, deliverables, or other work product specified in this Agreement shall be submitted for approval by the State at such times specified. The State may reject reports, deliverables, or other work product found to be incomplete or unacceptable by the State. The State may withhold payment to Subrecipient until all reports, deliverables, or other work product which are required at the time have been submitted and accepted by the State.

5. **Invoices.** All requests for reimbursements shall be made using the Invoice – Contract/Grant Agreements form attached, see Appendix I – Required Forms, or a similar format agreed upon by the State and Subrecipient. All payments are subject to payment terms of Net 00 days. The Subrecipient shall submit invoices to the State monthly. The Subrecipient shall only submit invoices for deliverables that have been approved by the State Program Manager. The Subrecipient shall submit each invoice along with the paid subcontractor invoice as supporting documentation for all reimbursed payments.

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

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

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

6. **Attachment C: By replacing in its entirety with the following approved version dated 7/1/2016:**

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

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

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

**3. Governing Law, Jurisdiction and Venue; No Waiver of Jury Trial:** This Agreement will be governed by the laws of the State of Vermont. Any action or proceeding brought by either the State or the Party in connection with this Agreement

shall be brought and enforced in the Superior Court of the State of Vermont, Civil Division, Washington Unit. The Party irrevocably submits to the jurisdiction of this court for any action or proceeding regarding this Agreement. The Party agrees that it must first exhaust any applicable administrative remedies with respect to any cause of action that it may have against the State with regard to its performance under the Agreement.

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

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

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

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

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

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

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

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

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

*Workers Compensation*: With respect to all operations performed, the Party shall carry workers' compensation insurance in accordance with the laws of the State of Vermont. Vermont will accept an out-of-state employer's workers' compensation coverage while operating in Vermont provided that the insurance carrier is licensed to write insurance in

Vermont and an amendatory endorsement is added to the policy adding Vermont for coverage purposes. Otherwise, the party shall secure a Vermont workers' compensation policy, if necessary to comply with Vermont law.

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

Premises - Operations

Products and Completed Operations

Personal Injury Liability

Contractual Liability

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

$1,000,000 Each Occurrence

$2,000,000 General Aggregate

$1,000,000 Products/Completed Operations Aggregate

$1,000,000 Personal & Advertising Injury

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

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

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

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

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

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

misconduct to the Party or its agents prior to reporting to any governmental entity and/or the public.

**12. Federal Requirements Pertaining to Grants and Subrecipient Agreements:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**A.** is not under any obligation to pay child support; or

**B.** is under such an obligation and is in good standing with respect to that obligation; or

**C.** has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan.

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

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

In the case this Agreement is a contract with a total cost in excess of $250,000, the Party shall provide to the State a list of all proposed subcontractors and subcontractors' subcontractors, together with the identity of those subcontractors' workers compensation insurance providers, and additional required or requested information, as applicable, in accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54).

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

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

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

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

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

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

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

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

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

**26. Force Majeure:** Neither the State nor the Party shall be liable to the other for any failure or delay of performance of any obligations under this Agreement to the extent such failure or delay shall have been wholly or principally caused by acts or events beyond its reasonable control rendering performance illegal or impossible (excluding strikes or lock-outs) ("Force Majeure"). Where Force Majeure is asserted, the nonperforming party must prove that it made all reasonable efforts to remove, eliminate or minimize such cause of delay or damages, diligently pursued performance of its obligations under this Agreement, substantially fulfilled all non-excused obligations, and timely notified the other party of the likelihood or actual occurrence of an event described in this paragraph.

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

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

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

B. **Termination for Cause:** Either party may terminate this Agreement if a party materially breaches its obligations under this Agreement, and such breach is not cured within thirty (30) days after delivery of the non-breaching party's notice or such longer time as the non-breaching party may specify in the notice.

C. **No Implied Waiver of Remedies:** A party's delay or failure to exercise any right, power or remedy under this Agreement shall not impair any such right, power or remedy, or be construed as a waiver of any such right, power or remedy. All waivers must be in writing.

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

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

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

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

(End of Standard Provisions REVISED JULY 1, 2016)

7. **Attachment D: By inserting Attachment D into the agreement:**

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

1. **The insurance requirements contained in Attachment C, Section 8 are hereby modified to add the following:**

   *Professional Liability*: Before commencing work on this Agreement and throughout the term of this Agreement, the Party shall procure and maintain professional liability insurance for any and all services performed under this Agreement, with minimum coverage of ***$1,000,000*** per occurrence, and ***$1,000,000*** aggregate.

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

2. **Reasons for Modification(s):**

   *Professional Liability*: The revised version of Attachment C, effective July 1, 2016, does not specify a professional liability coverage. The base agreement included professional liability limits that need to be included in this agreement.

**APPROVAL:**

e-Signed by Jared Bianchi
on 2016-11-02 00:18:46 GMT

**ASSISTANT ATTORNEY GENERAL**

**DATE:** November 02, 2016

*State of Vermont – Attachment D*
*Revised AHS – 10-30-2010*

*(This space left intentionally blank).*

This amendment consists of 12 pages. Except as modified by this amendment and any previous amendments, all provisions of this grant #03410-1458-15 dated January 8, 2015 shall remain unchanged and in full force and effect.

**By the STATE OF VERMONT:**

Signature: e-Signed by Steven Costantino on 2016-11-08 13:53:03 GMT November 08, 2016

Steven Costantino, Commissioner Date
Department of Vermont Health Access (DVHA)
NOB 1 South, 280 State Drive
Waterbury, VT 05671
Phone: 802-241-0147
Email: Steven.Costantino@vermont.gov

**By the SUBRECIPIENT:**

Signature: e-Signed by Cheyenne Holland on 2016-11-07 14:28:40 GMT November 07, 2016

Cheyenne Holland, CFO Date
Central Vermont Medical Center
130 Fisher Road
Berlin, VT 05602
Phone: 802-371-4443
Email: Cheyenne.Holland@cvmc.org