

### AMENDMENT

It is agreed by and between the State of Vermont, Department of Vermont Health Access (hereafter called the "State") and Barbara Groff (hereafter called the "Contractor") that the contract on the subject of providing Expansion and Quality Improvement Facilitator services, effective November 22, 2013, is hereby amended effective October 31, 2016, as follows:

**1. By deleting Section 3 (Maximum Amount) on page 1 of 10 of the Amendment #2, and substituting in lieu thereof the following Section 3:**

**3. Maximum Amount.** In consideration of the services to be performed by Contract, the State agrees to pay Contractor, in accordance with the payment provisions specified in Attachment B, a sum not to exceed **\$347,095.00**

**2. By deleting Section 4 (Contract Term) on page 1 of 10 of the Amendment #2, and substituting in lieu thereof the following Section 4:**

**4. Contract Term.** The period of Contractor's performance shall begin on November 22, 2013 and end on October 31, 2017.

**3. By adding to Section 9 (Contacts for this Award) on page 1 of 10 of the Amendment #2, the following:**

#### NOTICES TO THE PARTIES UNDER THIS AGREEMENT

To the extent notices are made under this agreement, the parties agree that such notices shall only be effective if sent to the following persons as representative of the parties:

	STATE REPRESENTATIVE	CONTRACTOR/GRANTEE
Name	Office of General Counsel	Barbara Groff
Address	NOB 1 South, 280 State Drive Waterbury, VT 05671	224 Chapin Road Essex VT 05452
Email	<a href="mailto:Howard.Pallotta@vermont.gov">Howard.Pallotta@vermont.gov</a>	<a href="mailto:bjgroff_stc@yahoo.com">bjgroff_stc@yahoo.com</a>

The parties agree that notices may be sent by electronic mail except for the following notices which must be sent by United States Postal Service certified mail: termination of contract, contract actions, damage claims, breach notifications, alteration of this paragraph.

#### DVHA MONITORING OF CONTRACT

The parties agree that the DVHA official State Program Manager is primarily responsible for the review of invoices presented by the Contractor.

4. **By adding to Section 7 (Cancellation) on page 1 of 22 of the base agreement, the following:**  
Termination for Cause:
  - a) The State will notify the Contractor if it perceives any significant deficiencies in Contractor's performance, including the failure to provide satisfactory service to its assigned Practices.
  - b) The State may allow the contractor a reasonable cure period of no more than 28 days to address the identified deficiencies. The State may terminate the contract at the end of the cure period if it determines at its discretion that the Contractor has failed to address the identified deficiencies.
  - c) Notwithstanding paragraph (b), the State may cancel the contract at any time if the State determines that there is a reasonable probability that the identified deficiencies render the Contractor unable to perform its duties under the contract.
5. **By deleting Attachment C (Standard State Provisions for Contracts) on page 8 of 25 of the Amendment 2, and substituting in lieu thereof Attachment C beginning on page 8 of this agreement.**
6. **By adding Attachment D (Modification of Customary Provisions of Attachment C or Attachment F) on page 15 of this agreement.**
7. **By deleting Request for Approval to Subcontract on page 23 of 25 of Amendment 2, and substituting in lieu thereof the following Subcontractor Compliance Form beginning on page 26 of this agreement.**

This amendment consists of 18 pages. Except as modified by this amendment and any previous amendments, all provisions of this contract, (#25620) dated November 22, 2013 shall remain unchanged and in full force and effect.

STATE OF VERMONT  
DEPARTMENT OF VERMONT HEALTH ACCESS

CONTRACTOR  
BARBARA GROFF

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STEVEN COSTANTINO, COMMISSIONER  
NOB 1 South, 280 State Drive  
Waterbury, VT 05671  
Email: [Steven.Costantino@vermont.gov](mailto:Steven.Costantino@vermont.gov)

AHS/DVHA

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BARBARA GROFF  
224 Chapin Road  
Essex VT 05452  
Phone: 503-508-0081  
Email: [bjgroff\\_stc@yahoo.com](mailto:bjgroff_stc@yahoo.com)  
CONTRACTOR

## ATTACHMENT A

### SCOPE OF WORK TO BE PERFORMED

The Contractor will serve as a Quality Improvement (QI) Facilitator (1.0 FTE) to coach 8 to 10 primary care or specialty practices; the specific number of practices will be determined by the needs of the practices and discussion between the State and the Contractor. Work will be tailored to help each practice succeed in:

- Implementing and managing quality improvement initiatives (including National Committee of Quality Assurance-Patient-Centered Medical Home (NCQA-PCMH) recognition and Community Collaborative (CC) quality projects)
- Using Blueprint practice and Hospital Service Area (HSA) profiles and Accountable Care Organization (ACO) data to improve care
- Effective use of information technology (IT) systems, such as registries and portals, to improve patient care
- Redefining roles and establishing team-based care
- Seamlessly connecting with community resources and specialty referrals, such as with the local CHT and CC

The Contractor shall respond to the needs of the Practices served. The Contractor shall cooperate with Practices and respond to State guidance when working to resolve disagreements between a Practice and the Contractor. The QI facilitator shall meet with each practice every two (2) weeks or at a frequency negotiated with the practice and approved by the State.

The Contractor shall ensure that QI facilitation work includes:

1. Assisting practices with forming a functional multi-disciplinary quality improvement team.
2. Ensuring leadership involvement and communication.
3. Encouraging/fostering practice ownership and support for Continuous Quality Improvement to improve patient-centered care.
4. Initiating work with the practice team to incorporate a Model for Improvement (such as the PDSA [Plan-Do-Study-Act] cycle) into daily practice to improve care and measure change.
5. Ensuring that practices develop an action plan to prepare for or maintain NCQA recognition as outlined in the Scoring Timeline by the State.
6. Supporting specialty practices to meet NCQA specialty practice recognition standards for the Medication Assisted Treatment (MAT) initiative or other standards as designated by the State for other provider types.
7. Supporting practice teams in the implementation of PDSA cycles, including use of Blueprint practice and HSA profiles and ACO data, shared decision making, self-management support, panel management, integrated cross-organization care coordination, or mental health and substance abuse treatment into clinical practice.
8. Supporting practices in participating in CC forums and participating in at least one (1) CC-identified quality improvement project at the community level.
9. Supporting the incorporation of CHTs and other health and community services and tools for cross-organization care coordination into practice workflow.
10. Participating in regular phone calls with the State (at least one biweekly), regularly scheduled

meetings of the QI facilitators, and other ad-hoc conference calls, meetings, or trainings with State and other QI facilitators.

11. Encouraging innovative strategies for communication and learning between practices, such as learning collaboratives or online learning environments.
12. Participating in learning collaborative activities with assigned practices.
13. Assessing QI activities across organizations.
14. Supporting CC quality initiatives, including facilitating workgroup projects as directed by the Blueprint Project Manager, UCC leaders, and statewide collaboratives
15. Leading or participating in the planning team for at least one (1) learning collaborative.
16. Mentoring and being mentored by a peer facilitator.

### **Agreement Deliverables**

1. Regular meetings between the QI Facilitator and each assigned practice (every two (2) weeks or at a frequency agreed upon between the QI Facilitator and the practice and approved by the State)
2. Check-in meetings every two (2) weeks or at a frequency agreed upon with the State between the QI Facilitator and the State's Blueprint Assistant Director
3. Establish a timeline with a plan to achieve NCQA-PCMH recognition and reporting on the status of the NCQA recognition timeline
4. Establish a timeline and report on progress of ongoing quality improvement initiatives (PDSA cycles) in practices (PDSA Sheet), including at least one (1) CC-identified quality improvement project at the community level
5. Plan a learning collaborative locally or at the State level
6. Established a mentoring plan for at least one (1) new facilitator (as requested by the State)
7. Monthly reports and PDSA cycles sheets

### **Reporting**

Contractor reporting requirements include:

- Monthly reports
- PDSA forms for practice PDSA cycles
- Phone calls every two weeks with State's Blueprint Assistant Director
- Documentation of the workflow and referral practices in the primary care practice for the CHT
- Financial Reporting Form (Appendix 1)

## 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 for this contract are Net 00 days from receipt date of invoice. 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. Contractor invoices shall be submitted monthly (using templates in Appendix 1: Required Forms) and shall include the following line items:

### **Facilitation**

The Contractor shall invoice the State **\$6,000** per month for facilitation based on reporting requirements outlined in the scope of work.

### **Milestones**

In addition to the monthly payments, milestone payments of up to **\$8,000**, for which the Contractor can invoice the State at any point during the Contract period, will be paid as follows:

- Completion of a patient-centered care PDSA (incorporation of shared decision making, self-management support, panel management, integrated cross-organization care coordination, or mental health and substance abuse treatment into clinical practice) or a QI project related to priorities and measures set forth in the Blueprint practice profiles, including ACO measures: \$1000 per PDSA or QI project.
- Documentation of the workflow and referral protocols in the primary care practice or MAT provider office: \$500 (only one payment per practice).
- Completion of a learning collaborative or CC subcommittee for which the Contractor led or was a member of the planning team: \$1,000 (one time per performance period).
- Mentoring of a new QI Facilitator for 9 months: \$500.
- NCQA recognition (initial survey or rescoring): \$500 per practice.
- Attested connection to State's clinical registry and demonstrated use of reports: \$1,000 per practice.

### **Travel and Training**

The Contractor may invoice the State for actual miles traveled to and from in-person meetings with assigned practices outside the Chittenden County HSA and facilitator meetings at the most current State mileage reimbursement rate.

The Contractor will invoice the State monthly for the actual expenses incurred for approved training, consultation, and travel. Mileage expense for use of personal vehicles will be reimbursed at the current State rate. Meals will be reimbursed as actual expenses up to the current State rate.

The Contractor shall submit to the State for prior approval the Vermont Blueprint for Health Travel and Flexible Funding (Appendix I- Required Forms) before commencing travel for non-recurring meetings under this contract.

Training and travel expenses will not exceed \$5,000 during the contract time period.

2. No benefits or insurance will be reimbursed by the State.
3. Services performed between November 1, 2016, and the start of this contract amendment that are in conformity with Attachment A can be billed under this contract amendment.
4. Invoices and reports (Appendix I) must include dates of service and a unique invoice number and should reference this contract number. An electronic copy of all reports and invoices shall be submitted in electronic format to:

Jenney Samuelson  
[Jenney.Samuelson@vermont.gov](mailto:Jenney.Samuelson@vermont.gov)

Natalie Elvidge  
[Natalie.Elvidge@vermont.gov](mailto:Natalie.Elvidge@vermont.gov)

5. "The State reserves the right to withhold part or all of the contract funds if the State does not receive timely documentation of the successful completion of contract deliverables or if the Contractor does not submit the reports required under this contract." Payments for the period of November 1, 2014 to October 31, 2015 shall not exceed **\$85,000**

Payments for the period of November 1, 2015 to June 30, 2016 shall not exceed **\$56,500**

Payments for the period of July 1, 2016 to October 31, 2016 shall not exceed **\$28,500**

Payments for the period of November 1, 2016 to June 30, 2017 shall not exceed **\$56,500**

Payments for the period of July 1, 2017 to October 31, 2017 shall not exceed **\$28,500**

#### **Budget Base Agreement**

Contract Period Beginning November 22, 2013 ending October 31, 2014

Facilitation	\$72,000
Milestones	\$8,000
Training and Travel	\$10,000
Technology	\$1,235
	<b>\$91,235</b>

#### **Budget Amendment #1**

Contract Period Beginning November 1, 2014 ending October 31, 2015

Facilitation	\$72,360
Milestones	\$9,500
Training and Travel	\$4,000

	<b>\$85,860</b>
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**Budget Amendment #2**

Contract Period Beginning November 1, 2015 to October 31, 2016

Facilitation	\$72,000
Milestones	\$8,000
Training and Travel	\$5,000
	<b>\$85,000</b>

November 1, 2015 to June 30, 2016

Facilitation	\$48,000
Milestones	\$5,000
Training and Travel	\$3,500
	<b>\$56,500</b>

July 1, 2016 to October 31, 2016

Facilitation	\$24,000
Milestones	\$3,000
Training and Travel	\$1,500
	<b>\$28,500</b>

**Budget Amendment #3**

Contract Period Beginning November 1, 2016 to October 31, 2017

Facilitation	\$72,000
Milestones	\$8,000
Training and Travel	\$5,000
	<b>\$85,000</b>

November 1, 2016 to June 30, 2017

Facilitation	\$48,000
Milestones	\$5,000
Training and Travel	\$3,500
	<b>\$56,500</b>

July 1, 2017 to October 31, 2017

Facilitation	\$24,000
Milestones	\$3,000
Training and Travel	\$1,500
	<b>\$28,500</b>

**ATTACHMENT C: STANDARD STATE PROVISIONS  
FOR CONTRACTS AND GRANTS  
REVISED JULY 1, 2016**

**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.

(Revised 7/1/16 - End of Standard Provisions)

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

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

**Notwithstanding Section 8 of Attachment C, the following is hereby added to the Agreement:**

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

**2. Requirements of other Sections in Attachment C are hereby modified:**

**3. Requirements of Sections in Attachment F are hereby modified:**

**4. Reasons for Modifications:**

Professional Liability coverage is required given the nature of this agreement.

**APPROVAL:**

\_\_\_\_\_  
ASSISTANT ATTORNEY GENERAL

DATE: \_\_\_\_\_

*State of Vermont – Attachment D*

APPENDIX I: REQUIRED FORMS  
FINANCIAL REPORTING FORM

Department of Vermont Health Access Financial Report Form

<b>Subrecipient Name:</b>		Barbara Groff (Groff Consulting)								<b>Grant/Contract Number: #25620</b>	
<b>Grantee's/Contractor's Contact Person:</b>		Jenney Samuelson								<b>Reporting Period: 11/1/2016-10/31/2017</b>	
<b>Grantee's/Contractor's Email Address:</b>		bjgroff_stc@yahoo.com									
	<b>TOTAL GRANT BUDGET</b>	<b>Nov-16</b>	<b>Dec-16</b>	<b>Jan-17</b>	<b>Feb-17</b>	<b>Mar-17</b>	<b>Apr-17</b>	<b>May-17</b>	<b>Jun-17</b>	<b>TOTAL EXPENDITURES TO DATE</b>	<b>BALANCE</b>
<b>Facilitation</b>	\$ 48,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 48,000.00
<b>Facilitation Monthly Payment</b>											
<b>Milestones</b>	\$ 5,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,000.00
<b>Training and Travel (@ state rate)</b>	\$ 3,500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,500.00
<b>TOTAL GRANT AMOUNT</b>	\$ 56,500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 56,500.00

SIGNATURE OF AUTHORIZING OFFICIAL:

<b>State Only:</b>											
SFY 17 Practice Facilitation	\$ 53,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 53,000.00
SFY 17 Expenses	\$ 3,500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,500.00
<b>Total</b>	\$ 56,500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 56,500.00

	<b>TOTAL GRANT BUDGET</b>	<b>Jul-17</b>	<b>Aug-17</b>	<b>Sep-17</b>	<b>Oct-17</b>	<b>TOTAL EXPENDITURES TO DATE</b>	<b>BALANCE</b>
<b>Facilitation</b>	\$ 24,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 24,000.00
<b>Facilitation Monthly Payment</b>							
<b>Milestones</b>	\$ 3,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,000.00
<b>Training and Travel (@ state rate)</b>	\$ 1,500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,500.00
<b>TOTAL GRANT AMOUNT</b>	\$ 28,500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 28,500.00

SIGNATURE OF AUTHORIZING OFFICIAL:

<b>State Only:</b>							
SFY 17 Practice Facilitation	\$ 27,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 27,000.00
SFY 17 Expenses	\$ 1,500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,500.00
<b>Total</b>	\$ 28,500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 28,500.00

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



