DVHA Routing Form

Type of Agreement: **MOU** Agreement #: **03410-208-12** Form of Agreement: **New** Amendment #:

Name of Recipient: **Gilman Housing Trust, Inc.** Vendor #:

Agreement Manager: **Jason Elledge** Phone #: **802-879-5946**

Brief Explanation of Agreement: **NVRH will receive monthly payments from Medicare for Community Health Teams and shall disburse a portion of such payments to Gilman Housing Trust, Inc. for further disbursement to fund SASH in Caledonia, Essex and Orleans Counties.**

Start Date: **January 1, 2012** End Date: **June 30, 2014** Maximum Amount: **$0.00**

Amendments Only: Maximum Prior Amount: Percentage of Change:

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

Funding Source

	$0.00		

Contents of Attached Packet

☐ AA-14 ☐ Attachments A, B, C & F ☐ Attachment G - Academic Research

☐ Sole Source Memo ☐ Attachment D - Modifications to C & F ☒ MOU

☐ Qualitative/Justification Memo ☐ Attachment E - Business Associate Agreement ☐ Other:

Reviewer		Reviewer Initials	Date In	Date Out
DVHA Grant & Contract Administrator	**Kate Jones**	KEJ		12/14
DVHA BO	**Jill Gould**	[illegible]	12/14/11	12/15/11
DVHA Commissioner or Designee	**Mark Larson, Commissioner**	[illegible]	12/20/11	12/20/11
AHS Attorney General	**Seth Steinzor**	SJ		12/30/11
Following Approvals for Contracts Only:				
AHS CIO				
AHS Central Office				
AHS Secretary				

Vision Account Codes: **N/A**

	Initials & Date
☐ Subrecipient Module Entry	
☐ FFATA Entry	

Vision PO #:

RECEIVED
JAN 04 2012
DEPARTMENT OF VERMONT HEALTH ACCESS

MEMORANDUM OF UNDERSTANDING BETWEEN THE BLUEPRINT FOR HEALTH AND NORTHEASTERN VERMONT REGIONAL HOSPITAL AND GILMAN HOUSING TRUST, INC.

THIS MEMORANDUM AGREEMENT, effective January 1, 2012, is by and between Northeastern Vermont Regional Hospital, Inc. ("NVRH"), the Blueprint for Health of the Department of Vermont Health Access ("State") and Gilman Housing Trust, Inc., the designated regional housing organization or ("DRHO") for the Support and Services at Home program ("SASH") in Caledonia, Essex and Orleans Counties.

WHEREAS, the State is engaged in developing and implementing a statewide network of Community Health Teams;

WHEREAS, SASH shall work as an extension of Community Health Teams throughout the State of Vermont;

WHEREAS, NVRH will receive monthly payments from Medicare for Community Health Teams and shall disburse a portion of such payments to the DRHO for further disbursement to fund SASH in Caledonia, Essex and Orleans Counties;

NOW THEREFORE, in consideration of the premises and the agreements hereinafter set forth, the Parties agree as follows:

1. Payment: Within fifteen (15) days of receipt of each monthly Medicare payment, NVRH shall distribute a portion of such payment to the DRHO in the manner set forth in Paragraph 2, below. The amount of each distribution shall be determined pursuant to the breakdown of Core Community Health Team payments and SASH payments provided to the NVRH project manager within ten business days of the beginning of each calendar year quarter by the Blueprint for Health Associate Director with the State or her/his designee.

2. Contact: NVRH shall send all payments to the attention of the designated contact at the following address:
Gilman Housing Trust, Inc.
Attn: Accounting
P.O. Box 259
Lyndonville, VT 05851

3. Limitation: NVRH's payments to the DRHO shall not create any obligation on the part of NVRH to monitor the performance of the DRHO, nor shall NVRH assume any liability for any act or failure to act by the DRHO.

4. Term: This Agreement is effective January 1, 2012 and will remain in effect through June 30, 2014.

5. Cancellation: This Agreement may be suspended or cancelled by any Party by giving the other Parties written notice at least 90 days in advance. Notwithstanding this provision, if a governmental agency with due authority determines that a program or facility operated by one or more

of the other Parties, wherein services authorized under this agreement are provided, is not in compliance with State and Federal law or is operating with deficiencies that pose immediate jeopardy to a person's health, welfare or safety, the State may terminate this Agreement immediately and notify the other Parties accordingly. Also, in the event that federal funds related to this Agreement become unavailable or are reduced, the State may cancel this Agreement with no obligation to pay the other Parties from State revenues.

6. Independent Entities: Nothing in this Agreement is intended to or shall operate to create a partnership or joint venture of any kind between the Parties, or to authorize any Party to act as an agent for the other Party. No Party shall have the authority to act in the name or on behalf of or otherwise to bind the other Party in any way (including but not limited to the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

7. No Third Party Beneficiary: This Agreement is solely for the benefit of the Parties hereto and no third party beneficiary is intended.

8. Applicable Law: This Agreement shall be governed by and interpreted exclusively under the laws of the State of Vermont.

IN WITNESS WHEREOF, the Parties have executed this Agreement, to be effective as of the date stated above.

Northeastern Vermont Regional Hospital, Inc.

By: Robert M Hersey Date: Jan 6, 2012

Gilman Housing Trust, Inc.

By: Date: Jan. 6, 2012

CEO

Department of Vermont Health Access

By: Mark Larson, Commissioner Date: 1.11.12