

1. **Parties:** This is a Grant Agreement for services between the State of Vermont, Department of Vermont Health Access (hereafter called "State"), and Porter Medical Center with a principal place of business at Middlebury, Vermont (hereafter called "Grantee"). It is the Grantee's responsibility to contact the Vermont Department of Taxes to determine if, by law, the Grantee is required to have a Vermont Department of Taxes Business Account Number.
2. **Subject Matter:** The subject matter of this Procurement Grant Agreement is to administer the Blueprint for Health in the Addison County Health Service Area. Detailed services to be provided by the Grantee are described in Attachment A.
3. **Maximum Amount:** In consideration of services to be performed by the Grantee, the State agrees to pay the Grantee, per payment provisions specified in Attachment B, a sum not to exceed \$232,150.
4. **Grant Term:** The effective date of this Grant Agreement shall be October 1, 2013 and end on September 30, 2014.
5. **Source of Funds:** State GC \$ 173,400 Special HIT \$ 20,000 Federal \$ 38,750
6. **Amendment:** No changes, modifications, or amendments in the terms and conditions of this procurement grant shall be effective unless reduced to writing, numbered, and signed by the duly authorized representative of the State and Grantee.
7. **Cancellation:** This procurement grant agreement may be suspended or cancelled by either party by giving the other party written notice at least 30 days in advance. Notwithstanding this provision, if a governmental agency with due authority determines that a program or facility operated by the Grantee, wherein services authorized under this procurement grant are provided, is not in compliance with State and Federal law, the State may terminate this procurement grant immediately and notify the Grantee accordingly. Also, in the event that federal funds supporting this procurement grant become unavailable or are reduced, the State may cancel this procurement grant with no obligation to pay the Grantee from State revenues.

8. **Contact Persons for this Award:**

	<u>For the State</u>	<u>For the Grantee</u>
Name:	Natalie Elvidge	Barbara Liberty
Phone #:	802.879.7956	802.382.3406
E-mail:	Natalie.Elvidge@state.vt.us	bliberty@portermedical.org

9. **Fiscal Year:** Grantee's fiscal year starts on October 1 and ends on September 30.
10. **Attachments:** This Grant consists of 45 pages including the following attachments which are incorporated herein:
 - Attachment A – Scope of Work to be Performed
 - Attachment B – Payment Provisions
 - Attachment C – Customary State Contract and Grant Provisions
 - Attachment F – AHS Customary Grant Provisions
 - Appendix I – Required Forms

Order of precedence of these documents shall be as follows:

1. Attachment C – Customary State Contract and Grant Provisions
2. Attachment A – Specifications of Work to be Performed
3. Attachment B – Payment Provisions
4. Attachment F – AHS Customary Grant Provisions
5. Appendix I – Required Forms

WE, THE UNDERSIGNED PARTIES, AGREE TO BE BOUND BY THIS GRANT.

BY THE STATE OF VERMONT:

BY THE GRANTEE:

MARK LARSON, COMMISSIONER
AHS/DVHA

DATE

JIM DAILY, CEO
PORTER MEDICAL CENTER

DATE

SCOPE OF WORK TO BE PERFORMED

I. Overview of Work to be Performed

This grant agreement is to manage ongoing operations of the Vermont Blueprint for Health in the local Health Service Area (HSA). The Grantee will lead and oversee the Blueprint infrastructure to sustain a learning health system comprised of:

- A. Project Management
- B. Advanced Primary Care Practices (APCPs)
- C. Community Health Teams
 - C.1. Community Health Team (CHT) Planning Group
 - C.2. Core CHT
 - C.3. Extended and Functional CHTs
- D. Health Care Exchange Navigation
- E. Health Information Technology Interface with State Health Information Exchange and Covisint DocSite Registry
- F. Administration of Blueprint Payment Processes and Participation in Blueprint Evaluation
- G. Community-Based Self-Management Programs
- H. Practice Facilitation
- I. Training, Travel, and Flexible Funding
- J. Reporting Requirements
- K. Subcontractor Requirements

II. Scope of Work and Performance Expectations

The Grantee shall perform the scope of work and meet the performance expectations detailed in the sections below.

A. Project Management

The Grantee will hire and dedicate 1.0 full-time equivalent to project management activities. The project management staffing plan will be updated and submitted to the State in writing by the Grantee by October 15, 2013 and within 15 days of any changes. The plan then requires approval by the State.

The Grantee shall identify a Project Manager to oversee Blueprint implementation in the local HSA and provide a copy of the Project Manager's résumé whenever a new Project Manager is hired. The Project Manager shall be the primary local contact responsible for overseeing all programmatic and administrative components of the grant agreement. The Project Manager shall work collaboratively with the State and participate in regularly scheduled statewide Blueprint program activities and meetings including but not limited to: Project Manager meetings, Expansion Design and Evaluation Committee meetings, Payment Implementation Work Group meetings, Information Technology meetings, and the Blueprint Annual Meeting.

The Project Manager shall develop project reports as set out under this agreement, ensure Health Service Area (HSA) participation in Blueprint for Health evaluation, and complete reports as required for payments from the State.

The Project Manager shall lead the recruitment of area primary care (internal medicine, family practice, pediatric, and naturopath) practices to participate in the Blueprint for Health in the Grantee's HSA. The Project Manager will ensure practices have the resources they need to achieve National Committee for Quality Assurance (NCQA) Patient-Centered Medical Home (NCQA PCMH) recognition, including practice facilitation, IT reporting, and CHT. The Project Manager and Practice Facilitator(s) will collaborate to promote quality improvement, including designs of and participation in learning collaboratives, training events, and mechanisms to ensure innovation between practices. If a new Project Manager is hired, the Grantee has 15 days to submit a resume to the State. Additionally, the State maintains the right to refuse the hiring of a Project Manager.

Local implementation of the Blueprint for Health requires the participation of a wide array of community partners and stakeholders to operate community health team(s), coordinate the interface with the Health Information Exchange and the Covisint/DocSite central registry, and support the development of a learning health system. The Grantee shall convene, lead and provide staffing support for stakeholder planning and advisory groups.

Grant Deliverable

- I. Identified Project Manager with organizational support to meet all the obligations and responsibilities found within this agreement.
- II. Dedicate at least one (1) FTE (defined as 40 hours/week) to Blueprint project management activities. Should a project management vacancy occur during the grant term, the Grantee will seek to fill the vacancy immediately or shall develop a contingency plan, in consultation with the State's Blueprint Associate Director, to ensure that project management responsibilities are fulfilled.

B. Advanced Primary Care Practices (APCPs)

The intent of the Vermont General Assembly expressed in Act 128 (2010) is to include all willing primary care providers in the Blueprint for Health. To support the implementation of this intent, the Grantee shall meet with all primary care practices in the HSA in order to introduce the Blueprint for Health, assess and monitor their needs for initial recognition or reassessment as advanced primary care practices through the NCQA PCMH standards, and encourage their participation in the Blueprint for Health and learning health system activities. The Project Manager will monitor the status of each primary care practice as an NCQA PCMH.

The Project Manager will also support primary care practices in implementing quality improvement initiatives through activities including:

- Providing access to relevant data (such as providing primary care practices with lists of their patients with recent emergency room and inpatient admissions and data on trends in hospital readmission rates)

- Integration of the community health team into primary care workflow
- Panel management
- Working with practice facilitators to promote learning health system activities (such as providing logistical support for local meetings of practices and creating innovative opportunities for learning and communication between practices)
- Recruit primary care and specialty practices to participate in learning collaboratives and support the ongoing implementation of learning collaboratives

Grant Deliverables

- III. Grantee will demonstrate outreach and/or progress in including all primary care practices in the State's Blueprint. Progress will be measured by the proportion of area practices involved with the State's Blueprint. Outreach will be measured by evidence of meetings with individual practices to discuss participation in the Blueprint, as documented in updates of primary care practice's progress, using the report tools provided by the State.
- IV. Progress toward initial or continued NCQA recognition of participating practices as patient centered medical homes, including establishing and meeting deliverables on timeline to achieve NCQA recognition.
- V. Data sharing between organizations to enhance care coordination, such as sharing reports on patients hospitalized or discharged from the emergency room.

C. Community Health Teams

C.1. Community Health Team (CHT) Planning Group

The Grantee shall convene an Advisory Group for ongoing operations and expansion of CHT(s), which shall be representative of local community health and human services organizations and stakeholders. Invitees to these groups should include, but are not limited to:

- All willing area primary care practices, including Grantee-owned practices, community/independent practices that are not owned by the Grantee, Blueprint-recognized practices, and practices that are not recognized by the Blueprint
- Hospital administrators and staff
- Clinical and IT leadership
- Medical and non-medical providers from community service organizations
- The area-designated mental health and substance abuse agencies and area mental health and substance abuse providers
- Public health leadership from Vermont Department of Health (VDH) local district offices
- Agency of Human Services (AHS) field services director and leaders of local AHS initiatives, such as:
 - Children's Integrated Services (CIS)
 - Enhanced Family Services (EFS)

- Adult Local Interagency Team (LIT)
 - Consumer/patient representative(s)
 - Vermont Chronic Care Initiative coordinator(s)
 - Designated Regional Housing Organization (DRHO) leaders
 - Support and Services at Home (SASH) staff

In consultation with the advisory group, the Grantee shall continue to update the CHT Plan and provide bi-annual updates in writing to the State's Blueprint Associate Director.

Upon approval of updates to the CHT Plan by the State's Blueprint Associate Director, the Grantee will continue to either directly hire or subcontract for the CHT members based on the approved revisions to the CHT Plan.

C.2. Core CHT

The Grantee shall plan, implement and oversee the area CHT(s) designed to support participating primary care practices and to improve the health of the region's population. This work is to be undertaken in collaboration with a wide array of community service partners and stakeholders as described in Section C.1. above. The practices served by the CHT must participate in and approve of the CHT staffing. The Grantee shall provide organizational support for the operations of the CHT(s) including recruitment, hiring (or subcontracting), ongoing mentoring and supervision of team members and the team leader. Recruitment and hiring should occur according to timeframes that provide for staffing increases when Blueprint payer CHT funding increases.

The Core CHT is funded through CHT payments from the public and commercial payers as delineated in the Integrated Health Services Program contract between the Blueprint for Health and the Payers, effective July 1, 2013. The contract also details the timing of CHT payments and how funding for the core CHT is scaled to the number of unique Vermont patients attributed to participating Blueprint Practices. This contract can be found at <http://dvha.vermont.gov/administration/contracts>.

Upon execution of this grant agreement, the Grantee shall ensure that all required data elements in the Covisint DocSite Community Health Team (CHT) Measure Set are being entered (via interface, mapping or directly) 30 days before payment. The Grantee shall also complete CHT Staffing data collection tools as required by the State.

C.3. Extended and Functional CHTs

The Grantee shall coordinate the operations of the Core CHT (the staff supported by the funding from the insurance payer) with Extended and Functional CHTs, and shall develop strong collaborative relationships between the Core CHT and the Extended and Functional CHTs. The Extended CHT activities include Medication Assisted Treatment (Spoke staff), Support and Services at Home (SASH), and the Vermont Chronic Care Initiative (VCCI). The Functional CHT includes key local health and human services providers.

The Grantee in collaboration with extended and functional CHT members shall document:

- Respective roles of the Core CHT, Extended CHTs, and Functional CHT

- Clear referral protocols and methods of communication between the Core CHT, Extended CHTs, and Functional CHT
- Well-coordinated and non-duplicative services for participants

Medication Assisted Treatment

The State is collaborating with community providers to create a coordinated, systematic response to the complex issues of opioid and other addictions in Vermont. Medication Assisted Treatment (MAT) is the use of medications, in combination with counseling and behavioral therapies, to provide a whole-patient approach to the treatment of substance abuse disorders.

The Grantee shall plan, coordinate and implement the hiring and placement of (or subcontracting for) nurse case management and licensed substance abuse and/or mental health clinicians with local physicians who prescribe buprenorphine in the Grantee's health service area. The MAT staff will work as a team with prescribing physicians to monitor adherence to treatment, coordinate access to recovery supports, provide counseling and health promotion services, and provide comprehensive care management to patients receiving MAT. The MAT staff will document their activities in the practice's clinical record and within DocSite. In addition, the Spoke staff, with assistance from the Project Manager, will document the Health Home quality measures, participate in program evaluation, and participate in learning collaboratives. The State will provide funds for one licensed nurse care manager and one licensed substance abuse and/or mental health clinician for every 100 buprenorphine patients served by HSA physicians. The State will provide financing for MAT staff through the CHT payments mechanism, administered in cooperation with their contracted fiscal agent. There will be no patient co-payments or fees for these services to assure barrier-free access to these services for patients and providers.

Support and Services at Home (SASH)

Under the Multi-payer Advanced Primary Care Practice Demonstration Project, Medicare is supporting the development of the Support and Services at Home (SASH) program as part of the Blueprint CHTs. SASH teams are intended to supplement core CHT functions by providing intensive, multi-disciplinary, team-based non-medical wellness and coordination of care support to Medicare beneficiaries in Vermont who are at risk for poor health outcomes and high health care costs. The Designated Regional Housing Organization will administer SASH locally and will be responsible for hiring and supervising SASH staff.

The Vermont Chronic Care Initiative (VCCI)

The VCCI provides clinical case management and support services to the most high-cost Medicaid beneficiaries in order to better manage their health care. The Vermont Chronic Care Coordinators are intended to supplement core CHT functions by providing intensive case management to the most high-cost Medicaid beneficiaries.

Functional CHT: Interface with area health and human services providers

The Blueprint Core CHT is a unique interdisciplinary team designed to support the general population served by participating primary care practices. The Grantee shall help to ensure coordination of care by supporting a Functional CHT consisting of key local health and human services providers and to ensure that services are efficiently rendered and not duplicated. Key local providers include but are not limited to the local Home Health Agency, Designated Mental

Health Agency, addictions treatment providers, Children's Integrated Services (CIS) team, and Enhanced Family Services (EFS) team.

Grant Deliverables

- VI. Updated CHT Plan timed with expansion of the team or major changes in the design, including but not limited to a summary of advisory group membership, CHT staff titles and credentials, number of CHT full time equivalents supported by Blueprint payer funding and the Spoke funds, participating practices, referral protocols, subcontracting agreements, memoranda of understanding (MOUs), and plans for expansion.
- VII. Annual review of coordination and referral protocols between the Core CHT and the MAT staff, SASH Program, VCCI, Home Health Agency, Designated Mental Health Agency, primary care practices and other area service providers
- VIII. Quarterly CHT and Spoke staffing roster (using format provided) with staff titles and credentials and the number of full time equivalents supported by Blueprint payer funding and the Spoke funds
- IX. Upon execution of this grant agreement, the Grantee shall ensure that all required data elements in the Covisint DocSite Community Health Team (CHT) Measure Set are being entered (via interface, mapping or directly) 30 days before payment. The Grantee shall also complete CHT Staffing data collection tools as required by the State.

D. Health Care Exchange Navigation

Starting in October 2013, individuals, families and small businesses will use Vermont Health Connect to compare health plans side-by-side and find one that fits their needs and budget. Navigators will be available to sit down with Vermonters one-on-one to help them understand their health care options, compare health plan benefits and prices, and select a plan that fits their needs. Small businesses can also turn to Navigators for help in determining the best options for their business. The primary goals of the State's Vermont Health Connect Navigator Program are to:

- 1) Provide free in-person enrollment assistance to individuals and businesses in communities across Vermont;
- 2) Conduct outreach and education to individuals and businesses across Vermont to help them learn about Vermont Health Connect, how it relates to them, and the key timelines to make enrollment decisions; and
- 3) Fulfill all duties and criteria as determined by state and federal law.

In order to maximize Navigators' impact and ensure accountability, Navigators will be managed by entities selected by Vermont Health Connect to be "Navigator Organizations." By accepting this grant, the Grantee is attesting their intention to serve as a Navigator Organization.

1. Grantee Duties and Criteria

- Assign qualified personnel to be trained and certified as Navigators by the State;
- Obtain a State of Vermont criminal conviction report on each selected Navigator and keep on file. If the prospective Navigator has not resided in the state of Vermont for the past five consecutive years, then an FBI criminal background check is required. Navigators may initiate employment with the grantee prior to the receipt of background check results by the Navigator organization. Continued employment of Navigators is contingent upon satisfactory results of the required criminal history;
- Manage and oversee Navigator(s);
- Ensure that only certified Navigators are providing enrollment assistance. The State recognizes that enrollment assistance work will be performed by Navigator's, Certified Application Counselors, and brokers; however only Navigator activities shall be reimbursed and reported under this grant;
- Leverage connections with key target populations to boost the State's outreach efforts;
- Provide quarterly status reports detailing engagement and enrollment efforts;
- Meet with the state on a quarterly basis; attend additional meetings either in person or by phone as requested by the State;

2. Navigator Duties and Criteria as determined by state and federal law

- Maintain expertise in eligibility, enrollment, and program specifications and conduct public education activities to raise awareness about Vermont Health Connect;
- Provide information and services in a fair, accurate and impartial manner; such information must acknowledge other health programs;
- Facilitate selection of a qualified health plan (QHP) and/or Medicaid, Dr. Dynasaur, VPharm and other public health benefit. Provide referrals to any applicable office of health insurance consumer assistance or health insurance ombudsman established under section 2793 of the PHS Act, or any other appropriate State agency or agencies, for any enrollee with a grievance, complaint, or question regarding their health plan, coverage, or a determination under such plan or coverage; and
- Provide information in a manner that is culturally and linguistically appropriate to the needs of the population being served by the Vermont Health Connect, including individuals with limited English proficiency, and ensure accessibility and usability of Navigator tools and functions for individuals with disabilities in accordance with the Americans with Disabilities Act and section 504 of the Rehabilitation Act.

The State's Training Process and Requirements

As the Navigator certification criteria dictates, individuals designated to become Navigators by Grantee must complete the Navigator training program and pass an exam to demonstrate an understanding of the information taught in the training program. This is a two-step process:

1. Complete 24 hours of Navigator Training
2. Pass a written exam

Over time, new regulations and information pertaining to Vermont Health Connect may be released and it will be important for Navigators to be aware of those changes or updates. Pending how much new information is available, it is estimated that Navigators may be required to complete an additional 4-12 hours of training over the course of the year.

Evaluation of Navigator Organizations

Grantee shall submit, with the quarterly reports to the State using the reporting form provided to track navigator activity. Reports will detail progress in engagement and enrollment levels, assessment of Navigator and Navigator Organization activities, forecasting for upcoming months and recommendations for strategic adjustments if applicable. **The State will review reports and evaluate Navigator Organizations on a quarterly basis.**

Upon execution of this grant the State will provide the Grantee with the required reporting forms. The Grantee shall be required to report the following data elements on a quarterly basis.

Outreach Activities

- Number of outreach events by event type (e.g., meeting with community group, attendance at public event, social media, materials distribution, other)
- Number of individuals reached (e.g., number in attendance at community meeting, contacts at public event, followers/likes/friends on social media, amount of materials distributed)

Enrollment Activities

Enrollment Assistance Contacts - Individuals

- Number of those assisted from target population
- Number of those assisted not from target population
- Number of those assisted by application outcome (complete, incomplete, unknown)
- Number of applications by enrollment outcome (enrolled, not enrolled, unknown)

Enrollment Assistance Contacts – Small Businesses

- Number of businesses assisted
- Number of businesses assisted by coverage type (e.g., all carriers and plans, one carrier and all plans, unknown)
- Total number of employees represented by small business enrollment assistance contacts
- Total number of employees electing coverage

Qualitative Reporting

- Assessment of organization's progress toward outreach goals for the period; observations about most/least successful outreach and education activities during the reporting period
- Assessment of organization's progress against enrollment goals
- Barriers encountered during reporting period with respect to outreach and/or enrollment activities

- Observations about the type of enrollment assistance requested by individuals and/or businesses – e.g., type of assistance requested, at what point in the process individuals/businesses seek assistance, at what point they no longer need assistance
- Assessment/observations about length of time spent on each person/entity assisted with enrollment

Additionally, the Grantee will be expected to meet with the State at least monthly by phone or more often as determined by the State and to attend quarterly Navigator Organization summits to share lessons learned, collaborate on strategies to address shared challenges, and provide feedback to the State.

Grantee Deliverables

1. Target Population and Enrollment:

Grantee will target a coverage-eligible population that includes those attributed to primary care practices in the Health Services Area and individuals identified as uninsured or underinsured at the point of care. Navigators or Community Health Teams may work with health systems when available to query their panel of patients to identify those who are coverage-eligible, including working with the primary care practices, addictions treatment centers, hospitals, or emergency departments.

2. Outreach and Education:

- a) Partner with Community Health Team members (as outlined in the grant application) to disseminate Vermont Health Connect information.
- b) Hold “Open Enrollment Days” at a public venue in the targeted service area for specific target populations with trained navigators available.
- c) Utilize computer, tablets, or other technology to access the State’s Vermont Health Connect online portal to enroll members of the targeted population when working in the community.
- d) As indicated in its grant application, the Grantee will implement multiple modes of outreach and education, such as:
 - In-person CHT visits
 - In-person activity-space outreach and education through:
 - Community-based self-management workshops
 - Primary care practices
 - Addiction treatment centers and peer organizations
 - Grantee programs
 - Presentations and specially billed Open Enrollment sessions at Grantee’s facility or other activity space

- e) At each point of contact the Grantee will provide information and guidance about appropriate utilization of health services, including assistance with establishing a primary care medical home, education on when to access the emergency room, and referral to preventive health services.
- f) Promote use of Community Health Team among local navigator organizations and support their clients by providing information and guidance about appropriate utilization of health services, including assistance with establishing a primary care medical home, education on when to access the emergency room, and referral to preventive health services.

Additional Deliverables as outlined in the Navigator Application

During the annual period, the Grantee will engage a network of potential enrollees by:

- Maintaining a presence in local events or festivals;
- Meeting one-on-one with relevant organizations that serve the designated population that will require enrollment support;
- Coordinate with overlapping Navigator organizations to present a clear, consistent message and avoid duplication of effort;
- Identifying locations and dates and conducting Vermont Health Connect presentations to the communities they serve; and,
- Placing existing Vermont Health Connect materials in markets, community centers, primary care practices, hospitals, emergency rooms, addiction treatment centers, peer organizations, and other physical and online venues that their target population frequents.

The Grantee will be expected to do the above while also working on an ongoing basis to connect their target population to Vermont Health Connect's participatory activities as appropriate – both through social media and offline – directing the target population to kick-off events.

The Grantee will be expected to share detailed plans for the outreach and engagement listed above with State's Blueprint for Health Assistant Director as assigned – both verbally and through online tools as directed by the Blueprint. The Grantee will be expected to adhere to the Blueprint's guidance regarding public communication, coordination with other Navigator organizations, and necessary adjustments to outreach and enrollment efforts.

E. Health Information Technology Interface with State Health Information Exchange and Covisint DocSite Registry

The Grantee shall support the implementation of Health Information Technology (HIT) architecture in the Grantee's HSA. The goals are to:

- Establish integrated health records on behalf of patients and ensure their use to enhance coordination of care for patients served by primary care, SASH, Tobacco Cessation, and CHT and Spoke staff.
- Ensure linkage of health records (such as practice electronic medical records (EMRs)),

the DocSite clinical registry, hospital laboratory feeds, and the Vermont Department of Health (VDH) immunization registry) with the Vermont Health Information Exchange (VHIE)

- Develop an architecture that allows clinicians to use the clinical tracking system of their choice (meaning EMR and/or DocSite) for patient care, care coordination, panel management, and performance reporting
- Make DocSite available to participating practices, including Spoke practices, and CHTs to support individual patient care, panel management and outreach, performance reporting, and quality improvement efforts
- Populate DocSite with core data elements through usual processes for patient care (such as through data feeds from the EMR through the HIE to DocSite)
- Use clinical data from DocSite for Blueprint program evaluation

The Grantee shall work closely with the Vermont Information Technology Leaders (VITL) and the Blueprint registry vendor (Covisint/DocSite) to establish data transmission with participating practices and Spoke providers and the Health Information Exchange / DocSite. The Grantee shall request Covisint/DocSite staff support as needed for mapping the Blueprint core data dictionary elements with the locally used EMR systems of participating practices. The Grantee will ensure that the necessary business associate agreements with VITL/VHIE and Covisint/DocSite and the practices are in place.

The Grantee shall convene any necessary planning and advisory groups to ensure the development of health information technology interfaces, including individual practice interfaces with the State Health Information Exchange and/or practice interfaces directly with the Covisint/DocSite central registry. Payments will be provided for the Grantee to assist in facilitating the implementation and/or refinement of interfaces that result in successful practice reporting.

The Grantee shall help organize and support activities to ensure initial population of the Covisint/DocSite central registry, mapping to the Health Information Exchange or DocSite registry from practice electronic medical records, and data quality for accurate reporting from the registry. These activities, including initial assessment, setting priorities for data remediation or reporting, use of interfaces, and completion of Sprints, will be done in collaboration with VITL and Covisint.

Grant Deliverables

X. Progress on practice level IT implementation, evidenced by the number of practices that have the capacity through their EMR or DocSite to produce accurate and reliable reports for panel management and quality improvement and who use the system on a regular basis with proven provider satisfaction.

F. Administration of Blueprint Payment Processes and Participation in Blueprint Evaluation

The Grantee shall provide administrative and fiscal support services to ensure timely and accurate development of: provider and practice data for payments, information for payers

regarding CHT staffing and activity and Spoke staffing and activity, and general accounting of funds received under this agreement. The Grantee shall also provide information and support for Blueprint evaluation activities as requested by the State. The Grantee shall participate in payment and evaluation-related meetings as requested by the State.

F.1. Administration of Blueprint Payment Processes

Enhanced payments under the Blueprint model include:

- Per Person Per Month (PPPM) payments from all participating payers to practices that have been recognized as patient-centered medical homes
- CHT payments from all participating payers to support core CHT functions
- CHT payments from Medicare to support the SASH program
- CHT payments from DVHA/Medicaid to support the CHT-Spoke staff

Detailed information on providers, practices, and CHT administrative entities is required by commercial and public payers in order to implement these enhanced payments. The State shall provide data collection tools for required information to project managers according to the following schedule:

- a. The State shall provide data collection tools for practice-level patient numbers to determine CHT scaling on a quarterly basis, on or near the fifteenth (15th) of February, May, August, and November. Grantee shall accurately complete these data collection tools within twenty (20) business days of receipt.
- b. The State shall provide practice and provider payment data collection tools for practices undergoing initial NCQA PCMH recognition approximately two and one half (2.5) months prior to the anticipated scoring date. Grantee shall accurately complete these data collection tools within fifteen (15) business days of receipt.
- c. The State shall provide data collection tools for the CHT-MAT payments.

The Grantee shall report practice changes (such as provider transitions or attrition) to the State and all payers (with the exception of Medicare) as they occur.

The State reserves the right to require the Grantee to provide additional payment-related information or to require that the information described in this section be provided according to a different schedule.

F.2. Participation in Blueprint Evaluation

The Grantee shall provide data as requested by the State for evaluation of the State's Blueprint (including the MAT initiative), including but not limited to participating in chart reviews, patient experience of care surveys, and focus groups, and for population of data elements in the DocSite clinical registry. The Grantee shall participate in evaluation-related meetings as requested by the State.

Grant Deliverables

- XI. The Grantee shall accurately complete CHT quarterly data collection tools regarding the number of total unique Vermont patients for each practice within twenty (20) business

days of request. If the Grantee is unable to obtain this information from a practice that is not affiliated with the Grantee within 20 business days, after making at least three (3) attempts, the Grantee will notify the State's Blueprint Associate Director so that the State can contact the practice.

- XII. The Grantee shall accurately complete practice and provider payment data collection tools within fifteen (15) business days of request. If the Grantee is unable to obtain this information from a practice that is not affiliated with the Grantee within 15 business days, after making at least three (3) attempts, the Grantee will notify the State's Blueprint Associate Director so that the State can contact the practice.
- XIII. The Grantee shall report practice changes (such as provider transitions/attrition) to the State and all payers (with the exception of Medicare) as they occur and as the Grantee is informed of the changes.

G. Community-Based Self-Management Programs

The objective of Blueprint community-based self-management programs is to provide a coordinated approach to patient self-management support. Ideally, advanced primary care practices use a variety of mechanisms to work with their patients to establish goals and action plans, provide support, and develop strategies for self-management. That work is reinforced when CHTs provide self-management counseling and education to patients with complex needs. For those patients who wish to participate in specialized group programs, the State supports Healthier Living Workshops (HLW) for chronic disease, diabetes, and chronic pain; Tobacco Cessation programs; Wellness Recovery Action Plan (WRAP) Workshops; and the Diabetes Prevention Program.

The Grantee shall oversee local planning, participant recruitment, implementation, and evaluation of the community-based self-management programs. Recruitment should include working with local agencies, such as SASH, VDH district offices, AAA, and designated mental health and substance abuse treatment agencies, and local employers; panel management in primary care practices; and general marketing.

The Grantee shall ensure that all workshops will be led by certified leaders as specified by the State. The Grantee shall ensure the retention of certified course leaders to lead the workshops. The Grantee shall ensure that the regional coordinator reviews workshop evaluations with every leader or leader pair following each workshop and makes a plan for improvements.

The Grantee shall ensure that the HSA has at least one (1) person to provide support to the tobacco cessation group program (who is certified as a tobacco treatment specialist (TTS) by an accepted training program). A list of accepted training programs is available by contacting the Blueprint Associate Director.

The Grantee shall ensure that interpreter services from appropriately credentialed interpreters are available to workshop participants upon request.

As part of the statewide evaluation of the Blueprint self-management programs, the Grantee will provide participant data in a format specified by the State for each workshop.

During the annual grant period, the Grantee shall implement a minimum of ten (10) self-management group workshops from the following list, the combination of which will be based on the needs of the community and approval of the State Blueprint Assistant Directors.

- HLW – Chronic Disease during the grant time period
- HLW – Diabetes during the grant time period
- HLW – Chronic Pain during the grant time period
- Freshstart Workshops (tobacco cessation) during the grant time period
- WRAP Workshops during the grant time period
- Diabetes Prevention Program Workshops during the grant time period

During the grant period, the Blueprint may choose to add or remove self-management programs to the approved list.

Grant Deliverables

XIV. The Grantee shall complete and submit all data and paperwork for self-management programs as specified and required by the State.

H. Practice Facilitation

Following recruitment, interviewing, and subsequent approval by the Blueprint Associate Director, the Grantee may hire a local practice facilitator. The State's Blueprint leadership must interview and approve all hired facilitators.

The Grantee will employ a Practice Facilitator (0.5 FTE) to coach approximately 6 to 8 primary care practices; the specific number of practices will be determined by the NCQA scoring schedule, the needs of the practices, and discussion between the State and the Grantee. Work will be tailored to helping each practice be successful in implementing and managing quality improvement initiatives (including NCQA PCMH recognition); effective use of information technology (IT) systems, such as registries (Covisint DocSite) and portals to improve patient care; integration of self-management support, shared decision making, and planned care visits; redefining roles and establishing team-based care; and seamlessly connecting with community resources and specialty referrals (such as with the CHT). The practice facilitator shall meet with each practice on a regular basis as negotiated with the practice and as approved by the State.

The Grantee shall ensure that practice 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) and Clinical Microsystems Methodology into daily practice to improve care and measure change.

5. Ensuring that practices develop an action plan to prepare for NCQA scoring as outlined in the Scoring Timeline by the State; timeline will include development of a binder identifying current state of readiness.
6. Supporting practice teams in the implementation of PDSA cycles, including shared decision making, self-management support, panel management, or mental health and substance abuse treatment into clinical practice.
7. Supporting the incorporation of the Core, Extended, and Functional CHTs into practice workflow.
8. Participating in regular phone calls with the State (at least one biweekly), regularly scheduled meetings of the practice facilitators, and other ad-hoc conference calls, meetings, or trainings with State and other practice facilitators.
9. Encouraging innovative strategies for communication and learning between practices (such as learning collaboratives or online learning environments).
10. Participating in learning collaborative activities with assigned practices.
11. Leading or participating in the planning team for at least one (1) learning collaborative.
12. Support specialty practices to meet NCQA specialty practice recognition standards for the MAT initiative.
13. Mentoring and being mentored by a peer facilitator.

Grant Deliverables

- XV. Regular meetings (every week or every two weeks depending on the interests of the practice) with the State's Blueprint Assistant Director and practice facilitators.
- XVI. Establish a timeline with a plan to achieve NCQA PCMH recognition and reporting on the status of that timeline (NCQA recognition timeline).
- XVII. Establish a timeline and reporting on progress of ongoing quality improvement initiatives (PDSA cycles) in practices (PDSA Sheet).
- XVIII. Plan a learning collaborative locally or at the State level.
- XIX. Established mentoring plan for at least 1 new facilitator (as requested by the State).
- XX. Weekly and monthly practice reports, meeting minutes, and PDSA cycles sheets.

I. Training, Travel, and Flexible Funding

Training and Travel

Upon approval by the assigned State's Blueprint Assistant Director, the Grantee shall coordinate training, consultation, and travel expenses for project management, community health team staff, practice facilitation, community-based self-management programs, and Blueprint primary care practices. These activities will include support for learning collaboratives, travel to statewide meetings, registration fees for training events, and speaker's fees. Travel and training beyond regularly scheduled Blueprint meetings must be approved in advance by the State. Expenses must be in compliance with State of Vermont Administrative Bulletin 3.4.

Flexible Funding Mechanism

During the course of this grant, the State and Grantee may identify additional tasks in order to achieve the implementation requirements of the Grant. The State is allowing additional funding to support augmented services beyond what is already defined in the grant deliverables. Upon identifying such a task, the Grantee shall submit a Travel and Flexible Funding Request Form (Appendix I), which must be accepted and approved by the State before work begins.

J. Reporting Requirements

Date	Deliverable	Submit to
November 2013		
November 15, 2013	Invoice and financial report, evidence of entry of CHT activity into DocSite for milestone payment	BP Assistant Director, Nick Lovejoy DVHA Business Office, Natalie Elvidge
December 2013		
December 15, 2013	Count of total unique Vermont patients in participating practices (spreadsheet will be provided)	BP Data Manager, Nick Lovejoy
December 15, 2013	Invoice and financial report	BP Assistant Director, Nick Lovejoy DVHA Business Office, Natalie Elvidge
January 2014		
January 15, 2014	Invoice and financial report	BP Assistant Director, Nick Lovejoy DVHA Business Office, Natalie Elvidge
January 15, 2014	CHT Staffing table Spoke Staffing table Practice Demographic and Staffing table	BP Data Manager, Nick Lovejoy
February 2014		
February 15, 2014	Invoice and financial report	BP Assistant Director, Nick Lovejoy DVHA Business Office, Natalie Elvidge
March 2014		
March 15, 2014	Count of total unique Vermont patients in participating practices (spreadsheet will be provided).	BP Data Manager, Nick Lovejoy
March 15, 2014	Invoice and financial report	BP Assistant Director, Nick Lovejoy

		DVHA Business Office, Natalie Elvidge
April 2014		
April 15, 2014	Invoice and financial report, progress on IT implementation for milestone payment	BP Assistant Director, Nick Lovejoy DVHA Business Office, Natalie Elvidge
April 15, 2014	CHT Staffing table Spoke Staffing table Practice Demographic and Staffing table	BP Data Manager, Nick Lovejoy
April 30, 2014	Bi-Annual Report Due with Bi-Annual Report <ul style="list-style-type: none"> • CHT Utilization report (template provided): • Update of CHT plan if staffing levels have changed. 	BP Assistant Director, Nick Lovejoy DVHA Business Office, Natalie Elvidge
May 2014		
May 15, 2014	Invoice and financial report	BP Assistant Director, Nick Lovejoy DVHA Business Office, Natalie Elvidge
June 2013		
June 15, 2014	Provide count of total unique Vermont patients in participating practices (spreadsheet will be provided)	BP Data Manager, Nick Lovejoy
June 15, 2014	Invoice and financial report	BP Assistant Director, Nick Lovejoy DVHA Business Office, Natalie Elvidge
July 2014		
July 15, 2014	Invoice and financial report, evidence of entry of CHT activity into DocSite for milestone payment	BP Assistant Director, Nick Lovejoy DVHA Business Office, Natalie Elvidge
July 15, 2014	CHT Staffing table	BP Data Manager, Nick

	Spoke Staffing table Practice Demographic and Staffing table	Lovejoy
August 2014		
August 15, 2014	Invoice and financial report	BP Assistant Director, Nick Lovejoy DVHA Business Office, Natalie Elvidge
September 2014		
September 15, 2014	Count of total unique Vermont patients in participating practices (spreadsheet will be provided)	BP Data Manager, Nick Lovejoy
September 15, 2014	Invoice and financial report	BP Assistant Director, Nick Lovejoy DVHA Business Office, Natalie Elvidge
September 30, 2014	CHT referral /coordination protocols with functional CHT members including Vermont Chronic Care Initiative (VCCI), local SASH panels, MAT, and the designated mental health /substance abuse services agency	BP Assistant Director, Nick Lovejoy
October 2014		
October 15, 2014	Invoice and financial report	BP Assistant Director, Nick Lovejoy DVHA Business Office, Natalie Elvidge
October 15, 2014	CHT Staffing table Spoke Staffing table Practice Demographic and Staffing table	BP Data Manager, Nick Lovejoy
October 31, 2014	Bi-Annual Report Due with Bi-Annual Report <ul style="list-style-type: none"> • CHT Utilization report (template provided): • Update of CHT plan if staffing levels have changed. 	BP Assistant Director, Nick Lovejoy DVHA Business Office, Natalie Elvidge

On-going/ As Necessary		
Approximately 2 months prior to initiation of PPPM payments/NCQA score date:	Provide practice-level payment rosters (available on DVHA website)	BP Data Manager, Nick Lovejoy
Whenever changes occur:	Provide updated practice-level payment rosters	BP Data Manager, Nick Lovejoy
When a new project manager is hired:	Provide Project Manager Resume	BP Assistant Director, Nick Lovejoy
When any new practice decides to participate in the Blueprint	Update Practice Demographic and Staffing table and inform the State by email of the anticipated NCQA score date	BP Data Manager, Nick Lovejoy
Whenever subcontracts are initiated or updated:	Describe any subcontracts executed by the Grantee for work covered by this Health Service Area grant agreement (such as subcontracts for CHT staffing or project management; format provided)	BP Assistant Director, Nick Lovejoy DVHA Business Office, Natalie Elvidge
Whenever referral/coordination protocols are initiated or updated:	Provide CHT referral /coordination protocols with functional CHT members, including VCCI, local SASH panels, and the designated mental health /substance abuse services agency	BP Assistant Director, Nick Lovejoy
When self-management programs are implemented:	Complete and submit all data and paperwork for self-management programs as specified and required by the State	DocSite BP Self-management Coordinator, Terri Price
To obtain health information technology incentive payments:	Documentation of successful practice-level reporting	BP Assistant Director, Nick Lovejoy
To obtain milestone payments for practice facilitators (if applicable):	Documentation of: <ul style="list-style-type: none"> • Completion of patient-centered PDSAs • Workflow and referral protocols in primary care practices for CHT • NCQA recognition as patient- 	BP Assistant Director, Nick Lovejoy BP Assistant Director, Nick Lovejoy/EQUIP

	centered medical homes	
--	------------------------	--

J. Subcontractor Requirements

Per Attachment C, Section 15, if the Grantee chooses to subcontract work under this agreement, the Grantee must first fill out and submit the Request for Approval to Subcontract 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 Request for Approval to Subcontract Form, the State shall review and respond within five (5) business days. Under no circumstance shall the Grantee enter into a sub-agreement without prior authorization from the State. The Grantee shall submit the Request for Approval to Subcontract Form to:

Natalie Elvidge
Department of Vermont Health Access
312 Hurricane Lane, Suite 201
Williston, VT 05495
Natalie.Elvidge@state.vt.us

Nick Lovejoy
Blueprint Assistant Director
Department of Vermont Health Access
312 Hurricane Lane, Suite 201
Williston, Vermont 05495-2806
Nick.Lovejoy@state.vt.us

Should the status of any third party or Subrecipient change, the Grantee is responsible for updating the State within fourteen (14) days of said change.

ATTACHMENT B
PAYMENT PROVISIONS

The maximum dollar amount payable under this agreement is not intended as any form of a guaranteed amount. The State agrees to compensate the Grantee for services performed up to the maximum amounts stated below, provided such services are within the scope of the grant and are authorized as provided for under the terms and conditions of this grant. State of Vermont payment terms are Net 30 days from date of invoice; payments against this grant 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:

Project Management

The Grantee shall invoice the State monthly up to the sum of \$6,000 per 1.0 FTE for project management activities based on expenses incurred and completion of grant deliverables.

In addition to the monthly payments, Grantee can invoice the State for milestone payments, which will be paid as follows:

Up to \$8,000, for which the Grantee can invoice the State on October 15, 2013, January 15, 2014, March 15, 2014, and July 15, 2014 and which will be paid as follows:

- CHT will enter patient encounter data into DocSite. For payment, encounter data should be entered and up-to-date by the end of each quarter: \$2,000.00 per quarter.

Navigator

The Grantee shall invoice the State monthly up to the sum of \$3,750 per month for 9 months for navigator activities in Attachment A on expenses incurred and completion of grant deliverables. Payments for navigator activities will only be issued after all reports due quarterly are received by the State.

Navigator Milestone Payments

The Grantee shall invoice the State \$500/150 enrollees up to \$5,000.

Health Information Technology Interface with State Health Information Exchange and Covisint DocSite Registry

With approval of the State's assigned Blueprint Assistant Director, the Grantee may invoice for up to \$20,000 for information technology projects, examples of which may include:

- Assistance with practice-level data entry or EMR modification, upon approval by the State's Blueprint Assistant Director of a proposal for such work and completion of the work.

- Assistance with successful DocSite connectivity, as evidenced by practice satisfaction with connectivity.
- Assistance with successful generation of reports from DocSite or the EMR to support panel management as evidenced by practice satisfaction with reporting.

Community Based Self-Management Programs

The community based self-management budget supports the salary and benefits of the regional coordinator, plus all other expenses to implement the workshops, including but not limited to marketing, leader stipends, materials, book and CDs for participants, and facility expenses. The Grantee shall invoice the State monthly up to the sum of \$2,500 for self-management activities in Section G based on expenses incurred and completion of grant deliverables.

In addition to the monthly base payments, the Grantee shall be paid \$200 per participant who completes:

- **HLW:** 4 or more sessions of a Healthier Living Workshop (chronic disease, diabetes, or chronic pain)
- **WRAP:** 18 or more hours of Wellness Recovery Action Planning Workshop with 10 or more registrants.
- **Tobacco:** 3 or more sessions of an approved tobacco cessation workshop with 5 or more registrants.
- **DPP:** 9 or more sessions of the Diabetes and Prevention Program with 10 or more registrants.

The Grantee will be paid up to the maximum amount allocated under Self-Management Programs contained in the included budget. Funding amounts will be reduced if target goals are not reached.

Practice Facilitation

The Grantee shall invoice the State monthly up to the sum of \$3,000 per 0.5 FTE for facilitation activities outlined in section H based on expenses incurred and completion of grant deliverables.

In addition to the monthly payments, milestone payments of up to \$4,000, for which the Grantee can invoice the State at any point during the grant period, will be paid as follows:

- Completion of a Patient Centered Care PDSA (incorporation of shared decision making, self-management support, panel management, or mental health and substance abuse treatment into clinical practice): \$500 per practice.
- Documentation of the workflow and referral protocols in the primary care practice for the CHT: \$500 (only one payment per practice).
- Completion of a learning collaborative for which the facilitator led or was a member of the planning team: \$1000.

- Mentoring of a new practice facilitator for 9 months: \$500.
- NCQA recognition (initial survey or rescoring): \$500 per practice.
- Attested DocSite connection and demonstrated use of reports: \$1,000 per practice.

Payments for practice facilitation will only be issued after all reports due in that month are received by the State.

J. Training, Travel, and Flexible Funding Mechanism

The Grantee will invoice the State monthly for the actual expenses incurred for approved training, consultation, and travel and for those items approved in writing by the Blueprint under the Flexible Funding Mechanism, not to exceed \$10,000 during the grant time period. Mileage expense for use of personal vehicles and meal expense will be reimbursed at the current State rate. The Grantee will hold all receipts and necessary documentation on file and make documentation available upon request by the State. Travel expenses must be in compliance with State of Vermont Administrative Bulletin 3.4.

For the Flexible Funding Mechanism, approval will include performance-based deliverables and payment methods. Examples may include interpreter services for community-based self-management programs.

Payments for project management, navigation, health information technology, self-management completers, practice facilitation, and training and travel will only be issued after all reports and paperwork due in that month or quarter are received by the State.

A final financial report (Appendix I) will be due no later than 30 days after the end date of the grant. The final financial report will report actual approved expenditures against payments received.

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

Nick Lovejoy
Blueprint Assistant Director
Department of Vermont Health Access
312 Hurricane Lane
Suite 201
Williston, Vermont 05495-2806
Nick.Lovejoy@state.vt.us

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

Natalie Elvidge
Department of Vermont Health Access
312 Hurricane Lane
Suite 201
Williston, Vermont 05495-2806
natalie.elvidge@state.vt.us

The State reserves the right to withhold part or all of the grant funds if the State does not receive timely documentation of the successful completion of grant deliverables.

Note: Each line item of this budget covers all expenses needed to meet the deliverables as outlined in the grant agreement (including personnel salaries and benefits; supplies; equipment; overhead; marketing; travel; and community self-management program leader training, auditing, and stipends), unless otherwise specified.

Approved Budget for October 1, 2013 to September 30, 2014:

Porter	Amount	Source
Project Management	\$72,000.00	GC
Project Management Milestones	\$8,000.00	GC
Practice Facilitation	\$36,000.00	GC
Practice Facilitation Milestones	\$4,000.00	GC
Vermont Health Connect Navigation	\$33,750.00	Federal
Navigator Milestones	\$5,000.00	Federal
Health Information Technology Interfaces	\$20,000.00	HIT
Self-Management Programs	\$30,000.00	GC
Self-Management Master Trainer	\$0.00	GC
Self-management Completers (\$200 each)	\$13,400.00	GC
Training, Travel, Flexible Funding	\$10,000.00	GC
Total	\$232,150.00	
GC	\$173,400.00	
Federal	\$38,750.00	
HIT	\$20,000.00	

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

1. **Entire Agreement.** This Agreement, whether in the form of a Contract, State Funded Grant, or Federally Funded Grant, represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect.
2. **Applicable Law.** This Agreement will be governed by the laws of the State of Vermont.
3. **Definitions:** For purposes of this Attachment, “Party” shall mean the Contractor, Grantee or Subrecipient, with whom the State of Vermont is executing this Agreement and consistent with the form of the Agreement.
4. **Appropriations:** If appropriations are insufficient to support this Agreement, the State may cancel on a date agreed to by the parties or upon the expiration or reduction of existing appropriation authority. In the case that this Agreement is funded in whole or in part by federal or other non-State funds, and in the event those funds become unavailable or reduced, the State may suspend or cancel this Agreement immediately, and the State shall have no obligation to fund this Agreement from State revenues.
5. **No Employee Benefits For Party:** The Party understands that the State will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation or sick leave, workers compensation or other benefits or services available to State employees, nor will the state withhold any state or federal taxes except as required under applicable tax laws, which shall be determined in advance of execution of the Agreement. The Party understands that all tax returns required by the Internal Revenue Code and the State of Vermont, including but not limited to income, withholding, sales and use, and rooms and meals, must be filed by the Party, and information as to Agreement income will be provided by the State of Vermont to the Internal Revenue Service and the Vermont Department of Taxes.
6. **Independence, Liability:** The Party will act in an independent capacity and not as officers or employees of the State.

The Party shall defend the State and its officers and employees against all claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party. The State shall notify the Party in the event of any such claim or suit, and the Party shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit. The Party shall notify its insurance company and the State within 10 days of receiving any claim for damages, notice of claims, pre-claims, or service of judgments or claims, for any act or omissions in the performance of this Agreement.

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

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

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

Workers Compensation: With respect to all operations performed, the Party shall carry workers' compensation insurance in accordance with the laws of the State of Vermont.

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

Premises - Operations
Products and Completed Operations
Personal Injury Liability
Contractual Liability

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

\$1,000,000 Per Occurrence
\$1,000,000 General Aggregate
\$1,000,000 Products/Completed Operations Aggregate
\$ 50,000 Fire/ Legal/Liability

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

Automotive Liability: The Party shall carry automotive liability insurance covering all motor vehicles, including hired and non-owned coverage, used in connection with the Agreement. Limits of coverage shall not be less than: \$1,000,000 combined single limit.

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

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

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

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

A single audit is required if the subrecipient expends \$500,000 or more in federal assistance during its fiscal year and must be conducted in accordance with OMB Circular A-133. The Subrecipient Annual Report is required to be submitted within 45 days, whether or not a single audit is required.

- 10. Records Available for Audit:** The Party will maintain all books, documents, payroll papers, accounting records and other evidence pertaining to costs incurred under this agreement and make them available at reasonable times during the period of the Agreement and for three years thereafter for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved. The State, by any authorized representative, shall have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed under this Agreement.

- 11. Fair Employment Practices and Americans with Disabilities Act:** Party agrees to comply with the requirement of Title 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. Party further agrees to include this provision in all subcontracts.

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

13. Taxes Due to the State:

- a. Party understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.
- b. Party certifies under the pains and penalties of perjury that, as of the date the Agreement is signed, the Party is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.
- c. Party understands that final payment under this Agreement may be withheld if the Commissioner of Taxes determines that the Party is not in good standing with respect

to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.

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

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

- a. is not under any obligation to pay child support; or
- b. is under such an obligation and is in good standing with respect to that obligation; or
- c. has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan.

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

15. Sub-Agreements: Party shall not assign, subcontract or subgrant the performance of his Agreement or any portion thereof to any other Party without the prior written approval of the State. Party also agrees to include in subcontract or subgrant agreements a tax certification in accordance with paragraph 13 above.

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

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

17. Copies: All written reports prepared under this Agreement will be printed using both sides of the paper.

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

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

19. Certification Regarding Use of State Funds: In the case that Party is an employer and this Agreement is a State Funded Grant in excess of \$1,001, Party certifies that none of these

State funds will be used to interfere with or restrain the exercise of Party's employee's rights with respect to unionization.

ATTACHMENT F
AGENCY OF HUMAN SERVICES' CUSTOMARY GRANT PROVISIONS

1. **Agency of Human Services – Field Services Directors** will share oversight with the department (or field office) that is a party to the grant for provider performance using outcomes, processes, terms and conditions agreed to under this grant.
2. **2-1-1 Data Base**: The Grantee providing a health or human services within Vermont, or near the border that is readily accessible to residents of Vermont, will provide relevant descriptive information regarding its agency, programs and/or contact and will adhere to the "Inclusion/Exclusion" policy of Vermont's United Way/Vermont 211. If included, the Grantee will provide accurate and up to date information to their data base as needed. The "Inclusion/Exclusion" policy can be found at www.vermont211.org

3. **Medicaid Program Grantees**:

Inspection of Records: Any grants accessing payments for services through the Global Commitment to Health Waiver and Vermont Medicaid program must fulfill state and federal legal requirements to enable the Agency of Human Services (AHS), the United States Department of Health and Human Services (DHHS) and the Government Accounting Office (GAO) to:

Evaluate through inspection or other means the quality, appropriateness, and timeliness of services performed; and

Inspect and audit any financial records of such Grantee or subgrantee.

Subcontracting for Medicaid Services: Having a subcontract does not terminate the Grantee, receiving funds under Vermont's Medicaid program, from its responsibility to ensure that all activities under this agreement are carried out. Subcontracts must specify the activities and reporting responsibilities of the Grantee or subgrantee and provide for revoking delegation or imposing other sanctions if the Grantee or subgrantee's performance is inadequate. The Grantee agrees to make available upon request to the Agency of Human Services; the Department of Vermont Health Access; the Department of Disabilities, Aging and Independent Living; and the Center for Medicare and Medicaid Services (CMS) all grants and subgrants between the Grantee and service providers.

Medicaid Notification of Termination Requirements: Any Grantee accessing payments for services under the Global Commitment to Health Waiver and Medicaid programs who terminates their practice will follow the Department of Vermont Health Access, Managed Care Organization enrollee notification requirements.

Encounter Data: Any Grantee accessing payments for services through the Global Commitment to Health Waiver and Vermont Medicaid programs must provide encounter data to the Agency of Human Services and/or its departments and ensure that it can be linked to enrollee eligibility files maintained by the State.

Federal Medicaid System Security Requirements Compliance: All Grantees and subcontractors must provide a security plan, risk assessment, and security controls review

document within three months of the start date of this agreement (and update it annually thereafter) to support audit compliance with 45CFR95.621 subpart F, *ADP* (Automated Data Processing) *System Security Requirements and Review Process*.

4. **Non-discrimination Based on National Origin as evidenced by Limited English**

Proficiency. The Grantee agrees to comply with the non-discrimination requirements of Title VI of the Civil Rights Act of 1964, 42 USC Section 2000d, et seq., and with the federal guidelines promulgated pursuant to Executive Order 13166 of 2000, which require that Grantees and subgrantees receiving federal funds must assure that persons with limited English proficiency can meaningfully access services. To the extent the Grantee provides assistance to individuals with limited English proficiency through the use of oral or written translation or interpretive services in compliance with this requirement, such individuals cannot be required to pay for such services.

5. **Voter Registration.** When designated by the Secretary of State, the Grantee agrees to become a voter registration agency as defined by 17 V.S.A. §2103 (41), and to comply with the requirements of state and federal law pertaining to such agencies.

6. **Drug Free Workplace Act.** The Grantee will assure a drug-free workplace in accordance with 45 CFR Part 76.

7. **Privacy and Security Standards.**

Protected Health Information: The Grantee shall maintain the privacy and security of all individually identifiable health information acquired by or provided to it as a part of the performance of this grant. The Grantee shall follow federal and state law relating to privacy and security of individually identifiable health information as applicable, including the Health Insurance Portability and Accountability Act (HIPAA) and its federal regulations.

Substance Abuse Treatment Information: The confidentiality of any alcohol and drug abuse treatment information acquired by or provided to the Grantee or subgrantee shall be maintained in compliance with any applicable state or federal laws or regulations and specifically set out in 42 CFR Part 2.

Other Confidential Consumer Information: The Grantee agrees to comply with the requirements of AHS Rule No. 08-048 concerning access to information. The Grantee agrees to comply with any applicable Vermont State Statute, including but not limited to 12 VSA §1612 and any applicable Board of Health confidentiality regulations. The Grantee shall ensure that all of its employees and subgrantees performing services under this agreement understand the sensitive nature of the information that they may have access to and sign an affirmation of understanding regarding the information's confidential and non-public nature.

Social Security numbers: The Grantee agrees to comply with all applicable Vermont State Statutes to assure protection and security of personal information, including protection from identity theft as outlined in Title 9, Vermont Statutes Annotated, Ch. 62.

8. **Abuse Registry.** The Grantee agrees not to employ any individual, use any volunteer, or otherwise provide reimbursement to any individual in the performance of services connected with this agreement, who provides care, custody, treatment, transportation, or supervision to

children or vulnerable adults if there is a substantiation of abuse or neglect or exploitation against that individual. The Grantee will check the Adult Abuse Registry in the Department of Disabilities, Aging and Independent Living. Unless the Grantee holds a valid child care license or registration from the Division of Child Development, Department for Children and Families, the Grantee shall also check the central Child Protection Registry. (See 33 V.S.A. §4919(a)(3) & 33 V.S.A. §6911(c)(3)).

9. **Reporting of Abuse, Neglect, or Exploitation.** Consistent with provisions of 33 V.S.A. §4913(a) and §6903, any agent or employee of a Grantee who, in the performance of services connected with this agreement, has contact with clients or is a caregiver and who has reasonable cause to believe that a child or vulnerable adult has been abused or neglected as defined in Chapter 49 or abused, neglected, or exploited as defined in Chapter 69 of Title 33 V.S.A. shall make a report involving children to the Commissioner of the Department for Children and Families within 24 hours or a report involving vulnerable adults to the Division of Licensing and Protection at the Department of Disabilities, Aging, and Independent Living within 48 hours. This requirement applies except in those instances where particular roles and functions are exempt from reporting under state and federal law. Reports involving children shall contain the information required by 33 V.S.A. §4914. Reports involving vulnerable adults shall contain the information required by 33 V.S.A. §6904. The Grantee will ensure that its agents or employees receive training on the reporting of abuse or neglect to children and abuse, neglect or exploitation of vulnerable adults.
10. **Intellectual Property/Work Product Ownership.** All data, technical information, materials first gathered, originated, developed, prepared, or obtained as a condition of this agreement and used in the performance of this agreement - including, but not limited to all reports, surveys, plans, charts, literature, brochures, mailings, recordings (video or audio), pictures, drawings, analyses, graphic representations, software computer programs and accompanying documentation and printouts, notes and memoranda, written procedures and documents, which are prepared for or obtained specifically for this agreement - or are a result of the services required under this grant - shall be considered "work for hire" and remain the property of the State of Vermont, regardless of the state of completion - unless otherwise specified in this agreement. Such items shall be delivered to the State of Vermont upon 30 days notice by the State. With respect to software computer programs and / or source codes first developed for the State, all the work shall be considered "work for hire," i.e., the State, not the Grantee or subgrantee, shall have full and complete ownership of all software computer programs, documentation and/or source codes developed.

The Grantee shall not sell or copyright a work product or item produced under this agreement without explicit permission from the State.

If the Grantee is operating a system or application on behalf of the State of Vermont, then the Grantee shall not make information entered into the system or application available for uses by any other party than the State of Vermont, without prior authorization by the State. Nothing herein shall entitle the State to pre-existing Grantee's materials.
11. **Security and Data Transfers.** The State shall work with the Grantee to ensure compliance with all applicable State and Agency of Human Services' policies and standards, especially those related to privacy and security. The State will advise the Grantee of any new policies,

procedures, or protocols developed during the term of this agreement as they are issued and will work with the Grantee to implement any required.

The Grantee will ensure the physical and data security associated with computer equipment - including desktops, notebooks, and other portable devices - used in connection with this agreement. The Grantee will also assure that any media or mechanism used to store or transfer data to or from the State includes industry standard security mechanisms such as continually up-to-date malware protection and encryption. The Grantee will make every reasonable effort to ensure media or data files transferred to the State are virus and spyware free. At the conclusion of this agreement and after successful delivery of the data to the State, the Grantee shall securely delete data (including archival backups) from the Grantee's equipment that contains individually identifiable records, in accordance with standards adopted by the Agency of Human Services.

12. **Computing and Communication:** The Grantee shall select, in consultation with the Agency of Human Services' Information Technology unit, one of the approved methods for secure access to the State's systems and data, if required. Approved methods are based on the type of work performed by the Grantee as part of this agreement. Options include, but are not limited to:
 1. Grantee's provision of certified computing equipment, peripherals and mobile devices, on a separate Grantee's network with separate internet access. The Agency of Human Services' accounts may or may not be provided.
 2. State supplied and managed equipment and accounts to access state applications and data, including State issued active directory accounts and application specific accounts, which follow the National Institutes of Standards and Technology (NIST) security and the Health Insurance Portability & Accountability Act (HIPAA) standards.

The State will not supply e-mail accounts to the Grantee.

13. **Lobbying.** No federal funds under this agreement may be used to influence or attempt to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, continuation, renewal, amendments other than federal appropriated funds.
14. **Non-discrimination.** The Grantee will prohibit discrimination on the basis of age under the Age Discrimination Act of 1975, on the basis of handicap under section 504 of the Rehabilitation Act of 1973, on the basis of sex under Title IX of the Education Amendments of 1972, or on the basis of race, color or national origin under Title VI of the Civil Rights Act of 1964. No person shall on the grounds of sex (including, in the case of a woman, on the grounds that the woman is pregnant) or on the grounds of religion, be excluded from participation in, be denied the benefits of, or be subjected to discrimination, to include sexual harassment, under any program or activity supported by state and/or federal funds.

The grantee will also not refuse, withhold from or deny to any person the benefit of services, facilities, goods, privileges, advantages, or benefits of public accommodation on the basis of disability, race, creed, color, national origin, marital status, sex, sexual orientation or gender identity under Title 9 V.S.A. Chapter 139.

15. **Environmental Tobacco Smoke.** Public Law 103-227, also known as the Pro-children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, child care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through state or local governments, by federal grant, contract, loan or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such Federal funds.

The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where Women, Infants, & Children (WIC) coupons are redeemed.

Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

Grantees are prohibited from promoting the use of tobacco products for all clients. Facilities supported by state and federal funds are prohibited from making tobacco products available to minors.

Department of Vermont Health Access Financial Report Form															
(Report Date)												Grant/Contract Number:			
													03410-1230-14		
Subrecipient Name:	Porter Medical Center														
Grantee's/Contractor's Contact Person:	Barbara Liberty														
Grantee's/Contractor's Email Address:	bliberty@portermc.org														
	TOTAL GRANT BUDGET	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	TOTAL EXPENDITURES TO DATE	BALANCE
Project Management	\$ 80,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 80,000.00
Project Management Monthly Payment	\$ 72,000.00													\$ -	\$ 72,000.00
Project Management Milestones (list milestones on invoice and provide documentation):	\$ 8,000.00													\$ -	\$ 8,000.00
HIT Data Entry (list practices)	\$ 20,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 20,000.00
1														\$ -	
2														\$ -	
3														\$ -	
4														\$ -	
Self-Management Programs	\$ 43,400.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 43,400.00
Self-Management Monthly Payment	\$ 30,000.00													\$ -	\$ 30,000.00
Self-Management Completers (\$200 per completer)	\$ 13,400.00													\$ -	\$ 13,400.00
Practice Facilitation	\$ 40,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 40,000.00
Practice Facilitation	\$ 36,000.00													\$ -	\$ 36,000.00
Practice Facilitation Milestones	\$ 4,000.00													\$ -	\$ 4,000.00
Vermont Health Connect Navigation	\$ 38,750.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 38,750.00
Navigation Monthly Payment	\$ 33,750.00													\$ -	\$ 33,750.00
Navigation Milestones	\$ 5,000.00													\$ -	\$ 5,000.00
Training, Travel, Flexible Funding	\$ 10,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,000.00
Other Training														\$ -	
1														\$ -	
2														\$ -	
3														\$ -	
4														\$ -	
TOTAL GRANT AMOUNT	\$ 232,150.00	\$ -	\$ -	\$ -	\$ 232,150.00										

SIGNATURE OF AUTHORIZING OFFICIAL:

State Only:															
SFY 14 PM Funding	\$ 173,400.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 173,400.00
SFY 14 HIT Funding	\$ 20,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 20,000.00	
SFY 14 Federal Funding	\$ 38,750.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 38,750.00	

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

Describe your organization's progress toward outreach goals during this reporting period. What were your most successful outreach/education activities during the reporting period? What were your least successful outreach/education activities during the reporting period?

Describe your organization's progress toward enrollment goals during this reporting period.

Describe any barriers you have encountered in outreach or enrollment activities during the reporting period.

What are your observations about the type of enrollment assistance requested by individuals and/or businesses – e.g., type of assistance requested, at what point in the process individuals/businesses seek assistance, at what point they no longer need assistance.

**Department of Vermont Health Access
Request for Approval to Subcontract**

Date of Request: _____

Original Grantee Name:	_____	Grantee #:	_____
Address:	_____		
Phone Number:	_____		
Contact Person:	_____		
Agreement #:	_____	Signature:	_____

Subcontractor Name: _____
Address: _____
Phone Number: _____
Contact Person: _____
Scope of Subcontracted Services: _____

Is any portion of the work being outsourced outside of the United States? YES NO
(Note to Business Office: If Yes, do not proceed further with approval until reviewed with Finance & Mgmt)

Dollar Amount of Subcontracted Services: \$ _____
Date Range for Subcontracted Services: Start: _____ End: _____

DVHA Contact Person:	_____	Signature:	_____
Phone Number:	_____		

Business Office Review

Comments: _____

Approval: _____ **Title:** _____ **Date:** _____

Required: Contractor cannot subcontract until they receive this signed approval from the State of Vermont. On the reverse side of this form there is language that must be included by the contractor in all subcontracting agreements.

Language to be included from State of Vermont Bulletin 3.5 in all subcontracting agreements:

14. 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.

15. Taxes Due to the State:

- e. 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.
- f. 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.
- g. 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.

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.

20. 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.

21. Sub-Agreements: Party shall not assign, subcontract or subgrant the performance of his Agreement or any portion thereof to any other Party without the prior written approval of the State. Party also agrees to include in subcontract or subgrant agreements a tax certification in accordance with paragraph 13 above.

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

Last updated January 31, 2011

