

## AMENDMENT

It is agreed by and between the State of Vermont, Department of Vermont Health Access (hereafter called the "State") and University of Vermont (hereafter called the "Contractor") that the contract on the subject of providing evaluation of the provider practice components of the Vermont Blueprint for Health project, effective July 2, 2014, is hereby amended effective July 1, 2015, as follows:

1. By deleting Section 3 (Maximum Amount) on page 1 of 24, of the base agreement, and substituting in lieu thereof the following Section 3:

**3. Maximum Amount.** In consideration of the services to be performed by Grantee, the State agrees to pay Grantee, in accordance with the payment provisions specified in Attachment B, a sum not to exceed \$1,025,000.00

2. By deleting Section 4 (Contract Term) on page 1 of 24, of the base agreement, and substituting in lieu thereof the following Section 4:

**4. Contract Term.** The period of the Contractor's performance shall begin on July 1, 2014 and end on June 30, 2016. This contract may be renewed for an additional one (1), one (1) year term as agreed by both parties.

3. By deleting Attachment A (Scope of Work to be Performed) on page 3 of 24, of the base agreement, and substituting in lieu thereof the following Attachment A:

### ATTACHMENT A SCOPE OF WORK TO BE PERFORMED

#### GENERAL PURPOSE STATEMENT

The Grantee will continue to contribute to the rigorous and timely evaluation of provider practice to meet the NCQA PCMH or PCSP standards

#### SPECIFICATION OF WORK TO BE PERFORMED

- A. National Committee for Quality Assurance (NCQA) Patient-Centered Medical Home (PCMH) and Patient-Centered Specialty Practice (PCSP) Evaluation

The Grantee will use the NCQA PCMH survey tool to measure and report the extent to which primary care practices enhance access and continuity, identify and manage patient population, plan and manage care, provide self-care support and community resources, track and coordinate care, and measure and improve performance and the NCQA PCSP survey tool to measure and report the extent

to which regional specialist treatment centers responsible for coordinating the care of individuals with complex addictions and co-occurring substance abuse and mental health conditions (i.e., hubs) and/or other specialty practices track and coordinate referrals, provide access and communication, identify and coordinate patient populations, plan and manage care, track and coordinate care, and measure and improve performance. The Grantee will submit completed survey tools and accompanying documentation to NCQA on behalf of the practice and will share estimates and final NCQA scores with practices, project managers, facilitators, and the State. The State will provide a list of practices to be scored within the next 36 months on an on-going basis to the Grantee. Efforts will be made by the State to finalize changes to the schedule at least two months prior to the scoring date. Changes made within two months of the score date will be mutually agreed upon by the State and the Grantee. The total number of sites to be scored any one month is not to exceed seven and the total number of sites to be scored during year 1 is not to exceed 65 and the total number of sites in year 2 is not to exceed 40 unless mutually agreed upon by the State and the Grantee.

Practices applying for NCQA PCMH or PCSP recognition or the organizations to which they belong will be responsible for gathering and submitting NCQA application materials, the application and survey tool fees, and for multi-site determination and corresponding paperwork if applicable. Practices will provide all appropriate documentation, along with access to medical records for required chart review components of the PCMH review, in a timely manner

If a practice submits materials to the Grantee late, the Grantee may choose to submit the practice's score to the State one month later than scheduled with written approval of the State. The Grantee shall communicate to the practice that they have not met the recognition standards on time and will be submitted the subsequent month. Materials are considered to have been submitted to the Grantee late if they are:

Corporate binder materials	submitted less than 45 calendar days prior to the scheduled evaluation date
Practice binder materials	submitted less than 1 month prior to the scheduled evaluation date
Chart review	access to the medical record less than 3 weeks prior to the scheduled evaluation date

If the Grantee determines that a practice fails to meet NCQA's minimum requirements for recognition, it will alert the State so that it may adjust the scoring schedule to accommodate a second review. This additional review will count towards the practice maximums.

The Grantee will ensure the NCQA team (Evaluation Survey Coordinators and the team leader) are trained at the expert level in the NCQA PCMH and PCSP standards. The Grantee will share information and experience, provide education and coordinate efforts on all three sets of standards and the transition between the PCMH and PCSP standards when they are updated with Blueprint Practice Facilitators, Project Managers and other applicable individuals to maximize opportunities for shared learning and the evolution of Vermont's Learning Health System. The Grantee will provide technical assistance to Practice Facilitators interpreting NCQA feedback and developing expertise in PCMH and PCSP Standards. The Grantee will be responsive to Facilitator questions; providing

regular consultation through phone, email, and if applicable, a web-based communication and information-sharing tool (i.e., Basecamp) and attending facilitator meetings as requested by the State. If needed, the Grantee will also host four web-based sessions on the scoring process.

*Deliverables:*

- Monthly entry of current VCHIP estimates and/or NCQA PCMH and PCSP final total scores (for practice payment purposes) into the Blueprint's Provider Directory (i.e., the portal) or report (i.e., spreadsheet) to the Blueprint.
- Dashboard report of applicable NCQA PCMH and PCSP information within five business days of the State's request up to four times during the year.
- Dataset including NCQA PCMH and PCSP element-level scores within five business days of the State's request up to four times during the year.

**B. National Committee for Quality Assurance (NCQA) Patient-Centered Medical Home (PCMH) and Patient-Centered Specialty Practice (PCSP) NCQA Consultation**

The Grantee will help practices/organizations without a Facilitator prepare for NCQA scoring. The Grantee will meet with practices to develop a work-plan and timeline, identify if they are eligible for NCQA's multi-site process, determine which current policies, processes, and systems meet NCQA standards and which do not, provide guidance on what changes would improve compliance, and assist practices in assembling documentation needed for submission to NCQA. The Grantee will visit each site or organization at least once and will offer to meet virtually with each site or organization at least monthly. The Grantee recognizes that practices will require different levels of consultation based on factors like available internal and additional external resources, their desired NCQA score, and the length of time until NCQA scoring. The Grantee will be responsive to practice questions; providing regular consultation between meetings via phone and email. The Grantee will consult Facilitators as needed during scheduled meetings and by phone, email, and Basecamp. The total number of sites coached during the 24-month period is not to exceed 20 unless mutually agreed upon by the State and the Grantee.

*Deliverables*

- NCQA scoring preparation timeline for each practice Grantee helps prepare for NCQA scoring.
- Monthly progress report for each practice or organization Grantee helps prepare for NCQA scoring.

**C. Participation in Pertinent Workgroups and Evaluations**

The Grantee will participate as requested in the Blueprint's Analytic and Expansion Design and Evaluation Workgroups, attend applicable Multi-Payer Advanced Primary Care Practice (MAPCP) demonstration meetings and Multi-State Learning Health System Collaborative meetings, and engage in other relevant activities related to the evaluation of the Blueprint.

*Deliverables:*

Method/Activity	Type of deliverable	Description of deliverable	Date Due
NCQA PCMH and PCSP Evaluation	Data entered in to Blueprint Portal or Spreadsheet	Information on newly scored practices and final score determinations from NCQA	The last business day of each month
NCQA PCMH and PCSP Evaluation	Dashboard	Dashboard of current and historical NCQA PCMH information; dashboard of current PCSP information when applicable	Per request up to 4 times during the grant period.
NCQA PCMH and PCSP Evaluation	Spreadsheet	Spreadsheet of current NCQA PCMH and PCSP element-level scores; shared with DVHA	Per request up to 4 times during the grant period.
NCQA Consultation	Report	Progress report for each practice Grantee is coaching	The last business day of each month
NCQA Consultation	Timeline	Timeline for each practice Grantee is coaching	Concurrent with the first progress report for each practice

4. By deleting Attachment B (Payment Provisions) on page 5 of 24, of the base agreement, and substituting in lieu thereof the following Attachment B:

**ATTACHMENT B  
 PAYMENT PROVISIONS**

The maximum dollar amount payable under this agreement is not intended as any form of a guaranteed amount. The 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 00 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:

1. The Grantee shall invoice the State on a quarterly basis, for the previous quarter's approved expenditures using the State's Invoice Template (Appendix I). Quarterly invoicing in arrears will continue through the life of the grant.
2. The maximum payable amount under this grant shall not exceed **\$1,025,000.00**

3. A final invoice (Appendix I) is due no later than 45 days after the end of the grant and will be reconciled to actual costs incurred for the grant term for the NCQA PCMH and PCSP Evaluation Activities. Any overpayment of expenses will be returned to the State no later than 90 days after the end of the grant term, per practice payments are excluded from this requirement.
4. The State shall pay the Grantee at the following rates:
  - A. ***NCQA PCMH and PCSP Evaluation Activities:***
    - The Grantee shall invoice for actual expenses up to \$116,250 per quarter in year 1 and \$108,750 per quarter in year 2 for NCQA and PCSP Evaluation Activities and NCQA Consulting Activities as outlined in Attachment A Section A.
    - If 65 or less practices in year 1 or 40 or less practices in year 2 are scheduled by the State within 6 weeks of the effective end date, June 30, 2015 in year 1 or June 30, 2016 in year 2 and are prepared to be evaluated per Attachment A, Section A, the Grantee will be subject to a reduction in payments of \$7,000 per practice they are unable to evaluate during the grant period. The reduction in payment will be applied to the final invoice. If the State schedules fewer than 65 practices in year 1 or 40 practices in year 2 to be evaluated, the Grantee will be eligible for the full payment of \$465,000 in year 1 and \$435,000 in year 2.
  - B. ***Per Practice Payments:***
    - The Grantee shall invoice the State for \$1,000 per practice whose PCMH or PCSP survey is submitted to NCQA.
    - The Grantee shall be ineligible for the per practice payment if the survey is submitted to NCQA more than 5 business days after the score is submitted to the state. The survey will be considered late to NCQA after that point. A reduction will be made to the NCQA PCMH and PCSP Evaluation Activities payment of \$250 for every 5 business thereafter up to a total of \$2,000 per practice.
    - If NCQA is unable to accept the survey, the Grantee will be eligible for payment if it is submitted within 5 business days of NCQA being able to accept it. Practices whose corporate surveys were submitted to NCQA less than 30 days prior to the scheduled evaluation date, are not exempt from being considered late.
    - If a practice submits materials to the Grantee late as specified in Attachment A, Section A, the Grantee may choose to submit the practice's score to the State one month later than scheduled. The Grantee shall invoice for the late practice in the month their survey is submitted to NCQA.
    - The Grantee will be paid \$1,000 per practice payment if, upon evaluation, they determine the practice has not met the standards for recognition and the Grantee has submitted to the State a written explanation of the elements the practice must address prior to the evaluation being submitted to NCQA.

- Per practice payments will be withheld in subsequent quarters for any practice whose recognition is deemed by VCHIP as a passing score and is subsequently denied by NCQA until it is successfully resubmitted.
  - The Grantee shall also invoice the State for \$1,000 per practice for which it develops a NCQA scoring timeline in consultation with the practice.
  - If at the end of year 1 less than 65 practices were scheduled to be scored between July 1, 2014 and June 30, 2015 by the State and the Grantee has met all deliverables under Attachment A, Section A, the Grantee will be paid the difference up to the full amount of \$65,000 in year.
  - If at the end of year 2 less than 40 practices were scheduled to be scored between July 1, 2015 and June 30, 2016 by the State and less than 20 practices wanted consultation in year 2 and the Grantee has met all deliverables under Attachment A, Section A, the Grantee will be paid the difference up to the full amount of \$60,000 in year 2.
5. Grantee agrees to provide the State all meeting minutes associated with the Blueprint for Health initiative, during the grant time period.
6. All reports related to this grant should be submitted in electronic format. Reports should reference this grant number and be submitted to:

Jenney Samuelson  
Department of Vermont Health Access  
312 Hurricane Lane, Suite 201  
Williston, VT 05495-2087  
[Jenney.Samuelson@state.vt.us](mailto:Jenney.Samuelson@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 (DVHA)  
312 Hurricane Lane, Suite 201  
Williston, VT 05495-2087  
[Natalie.Elvidge@state.vt.us](mailto:Natalie.Elvidge@state.vt.us)

7. The State's payment of each quarterly invoice will be payable at Net 00 upon the State's approval of the timeliness and quality of that quarter's grant deliverables as outlined in Attachment A.

**Approved Budget:**

<b>GRANT BUDGET Year 1</b>	
<b>Total NCQA PCMH and PCSP Evaluation</b>	
NCQA PCMH and PCSP Evaluation Activities	\$465,000
Per Practice Payments	\$65,000
<b>FY 14 TOTAL GRANT/CONTRACT BUDGET</b>	<b>\$530,000</b>

<b>GRANT BUDGET Year 2</b>	
<b>Total NCQA PCMH and PCSP Evaluation</b>	
NCQA PCMH and PCSP Evaluation Activities	\$435,000
Per Practice Payments	\$60,000
<b>FY 15 TOTAL GRANT/CONTRACT BUDGET</b>	<b>\$495,000</b>

5. By deleting Attachment C (Customary Provisions For Contracts And Grants) on page 7 of 28 of the base agreement, and substituting in lieu thereof the following Attachment C, beginning on page 3 of this agreement.
6. By adding the Financial Reporting Form (Appendix II) on page 7 of this amendment.

This amendment consists of 11 pages. Except as modified by this amendment and any previous amendments, all provisions of this contract, (#03410-1110-15) dated July 2, 2014 shall remain unchanged and in full force and effect.

STATE OF VERMONT  
DEPARTMENT OF VERMONT HEALTH ACCESS

CONTRACTOR  
UNIVERSITY OF VERMONT MEDICAL CENTER

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

DATE

JENNIFER GAGNON, INTERIM ASSOCIATE V.P DATE  
340 Waterman Building  
Burlington, VT 05405  
Phone: (802) 656-3360  
Email: [Jennifer.gagnon@uvm.edu](mailto:Jennifer.gagnon@uvm.edu)  
UNIVERSITY OF VERMONT MEDICAL CENTER

**ATTACHMENT C: STANDARD STATE PROVISIONS  
FOR CONTRACTS AND GRANTS**

1. **Entire Agreement:** This Agreement, whether in the form of a Contract, State Funded Grant, or Federally Funded Grant, represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect.
2. **Applicable Law:** This Agreement will be governed by the laws of the State of Vermont.
3. **Definitions:** For purposes of this Attachment, "Party" shall mean the Contractor, Grantee or Subrecipient, with whom the State of Vermont is executing this Agreement and consistent with the form of the Agreement.
4. **Appropriations:** If this Agreement extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this Agreement, the State may cancel at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, and in the event federal funds become unavailable or reduced, the State may suspend or cancel this Grant immediately, and the State shall have no obligation to pay Subrecipient from State revenues.
5. **No Employee Benefits For Party:** The Party understands that the State will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation or sick leave, workers compensation or other benefits or services available to State employees, nor will the state withhold any state or federal taxes except as required under applicable tax laws, which shall be determined in advance of execution of the Agreement. The Party understands that all tax returns required by the Internal Revenue Code and the State of Vermont, including but not limited to income, withholding, sales and use, and rooms and meals, must be filed by the Party, and information as to Agreement income will be provided by the State of Vermont to the Internal Revenue Service and the Vermont Department of Taxes.
6. **Independence, Liability:** The Party will act in an independent capacity and not as officers or employees of the State.

The Party shall defend the State and its officers and employees against all claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party. The State shall notify the Party in the event of any such claim or suit, and the Party shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit.

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

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

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

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

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

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

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

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

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

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

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

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

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

- 10. Records Available for Audit:** The Party shall maintain all records pertaining to performance under this agreement. "Records" means any written or recorded information, regardless of physical form or characteristics, which is produced or acquired by the Party in the performance of this agreement. Records produced or acquired in a machine readable electronic format shall be maintained in that format. The records described shall be made available at reasonable times during the period of the Agreement and for three years thereafter or for any period required by law for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.
- 11. Fair Employment Practices and Americans with Disabilities Act:** Party agrees to comply with the requirement of Title 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 this Agreement or any portion thereof to any other Party without the prior written approval of the State. Party also agrees to include in all subcontract or subgrant agreements a tax certification in accordance with paragraph 13 above.

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

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

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

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

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

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

**21. Mandatory Disclosures:** In the case that this Agreement is an award funded in whole or in part by Federal funds, in accordance with 2CFR Part II, §200.113, Party must disclose, in a timely manner, in

writing to the State, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures may result in the imposition of sanctions which may include disallowance of costs incurred, withholding of payments, termination of the Agreement, suspension/debarment, etc.

- 22. Conflict of Interest:** Party must disclose in writing any potential conflict of interest in accordance with Uniform Guidance §200.112, Bulletin 5 Section IX and Bulletin 3.5 Section IV.B.

(End of Standard Provisions)

AHS -State of Vermont -- Attachment C\_3-1-2015\_rev



