

STATE OF VERMONT GRANT AGREEMENT				Part 1-Grant Award Detail			
SECTION I - GENERAL GRANT INFORMATION							
<sup>1</sup> Grant #: 03410-1110-15			<sup>2</sup> Original <input type="checkbox"/>		Amendment # <input type="checkbox"/> 2		
<sup>3</sup> Grant Title: University of Vermont Child Health Improvement Program							
<sup>4</sup> Amount Previously Awarded: \$1,025,000.00		<sup>5</sup> Amount Awarded This Action: \$370,000.00		<sup>6</sup> Total Award Amount: \$1,395,000.00			
<sup>7</sup> Award Start Date: 07/01/2014		<sup>8</sup> Award End Date: 06/30/2017		<sup>9</sup> Subrecipient Award: YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>			
<sup>10</sup> Vendor #: 42844		<sup>11</sup> Grantee Name: University of Vermont (VCHIP)					
<sup>12</sup> Grantee Address: 340 Waterman Building							
<sup>13</sup> City: Burlington			<sup>14</sup> State: VT		<sup>15</sup> Zip Code: 05405		
<sup>16</sup> State Granting Agency: Department of Vermont Health Access				<sup>17</sup> Business Unit: 03410			
<sup>18</sup> Performance Measures: YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>		<sup>19</sup> Match/In-Kind:		Description:			
<sup>20</sup> If this action is an amendment, the following is amended: Amount: <input checked="" type="checkbox"/> Funding Allocation: <input checked="" type="checkbox"/> Performance Period: <input checked="" type="checkbox"/> Scope of Work: <input checked="" type="checkbox"/> Other: <input type="checkbox"/>							
SECTION II - SUBRECIPIENT AWARD INFORMATION							
<sup>21</sup> Grantee DUNS #: 066811191		<sup>22</sup> Indirect Rate: 10.00 % <small>(Approved rate or de minimis 10%)</small>		<sup>23</sup> FFATA: YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>			
<sup>24</sup> Grantee Fiscal Year End Month (MM format):				<sup>25</sup> R&D: <input type="checkbox"/>			
<sup>26</sup> DUNS Registered Name (if different than VISION Vendor Name in Box 11):							
SECTION III - FUNDING ALLOCATION							
STATE FUNDS							
Fund Type	<sup>27</sup> Awarded Previously	<sup>28</sup> Award This Action	<sup>29</sup> Cumulative Award	<sup>30</sup> Special & Other Fund Descriptions			
General Fund			\$0.00				
Special Fund			\$0.00				
Global Commitment (non-subrecipient funds)	\$1,025,000.00	\$180,000.00	\$1,185,000.00				
Other State Funds		\$210,000.00	\$210,000.00				
FEDERAL FUNDS <small>(includes subrecipient Global Commitment funds)</small>				Required Federal Award Information			
<sup>31</sup> CFDA#	<sup>32</sup> Program Title	<sup>33</sup> Awarded Previously	<sup>34</sup> Award This Action	<sup>35</sup> Cumulative Award	<sup>36</sup> FAIN	<sup>37</sup> Fed Award Date	<sup>38</sup> Total Federal Award
				\$0.00			
<sup>39</sup> Federal Awarding Agency:		<sup>40</sup> Federal Award Project Descr:					
				\$0.00			
Federal Awarding Agency:		Federal Award Project Descr:					
				\$0.00			
Federal Awarding Agency:		Federal Award Project Descr:					
				\$0.00			
Federal Awarding Agency:		Federal Award Project Descr:					
				\$0.00			
Federal Awarding Agency:		Federal Award Project Descr:					
<b>Total Awarded - All Funds</b>		<b>\$1,025,000.00</b>	<b>\$370,000.00</b>	<b>\$1,395,000.00</b>			
SECTION IV - CONTACT INFORMATION							
<sup>41</sup> STATE GRANTING AGENCY				<sup>42</sup> GRANTEE			
NAME: Jenney Samuelson, Department of Vermont Health Access				NAME: Jennifer Gagnon, University of Vermont (VCHIP)			
TITLE: Assistant Blueprint Director				TITLE: Interim Associate V.P.			
PHONE: (802) 654-8929				PHONE: (802) 656-3360			
EMAIL: Jenney.Samuelson@vermont.gov				EMAIL: Jennifer.gagnon@uvm.edu			

**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 January 1, 2016, as follows:

**1. By deleting Section 3 (Maximum Amount) on page 1 of 11, of the Amendment #1, and substituting in lieu thereof the following Section 3:**

**3. Maximum Amount.** In consideration of the services to be performed by Contractor, the State agrees to pay Contractor, in accordance with the payment provisions specified in Attachment B, a sum not to exceed **\$1,395,000**.

**2. By deleting Section 4 (Contract Term) on page 1 of 11, of the Amendment #1, and substituting in lieu thereof the following Section 3:**

**4. Contract Term.** The period of the Contractor's performance shall begin on July 1, 2014 and end on June 30, 2017.

**3. By adding to Section 8 (Contacts for this Award) on page 1 of 24 of the base agreement, the following:**

**NOTICES TO THE PARTIES UNDER THIS AGREEMENT**

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

	<b>STATE REPRESENTATIVE</b>	<b>CONTRACTOR/CONTRACTOR</b>
Name	Office of General Counsel	Jennifer Gagnon
Address	312 Hurricane Lane, Suite 201 Williston, VT 05495	340 Waterman Building Burlington, VT 05405
Email	<a href="mailto:Howard.Pallotta@vermont.gov">Howard.Pallotta@vermont.gov</a>	<a href="mailto:Jennifer.gagnon@uvm.edu">Jennifer.gagnon@uvm.edu</a>

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

**DVHA MONITORING OF CONTRACT**

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

4. By deleting Attachment A (Scope of Work to be Performed) on page 1 of 11, 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 Contractor will continue to contribute to the rigorous and timely support of provider practices to meet the NCQA PCMH or PCSP standards.

**SPECIFICATION OF WORK TO BE PERFORMED**

**A. Staffing**

Contractor will employ 4 FTEs of Quality Improvement (QI) facilitators. The State's Blueprint leadership must interview and approve all newly hired facilitators.

QI facilitators will work with practices on: National Committee for Quality Assurance (NCQA) or other Patient-Centered Medical Home (PCMH) and Patient-Centered Specialty Practice (PCSP) recognition and evidence based opioid prescribing protocols.

Work will be tailored to each practice's interest and needs.

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

The Contractor will help practices/organizations prepare for and maintain NCQA PCMH or PCSP recognition or meet other clinical standards as defined by the Blueprint or Accountable Care Organizations (ACOs). Facilitators will work with practices to assess current workflows against standards, 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 or other standards and which do not, provide guidance on what changes would improve the chance of recognition or to meet the standard, and assist practices in assembling documentation needed for submission to NCQA or other accountable body. The Contractor will visit each site or organization at least once and will offer to meet virtually with each site or organization at least monthly. The Contractor 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 or other submission. The Contractor will be responsive to practice questions; providing regular consultation between meetings via phone and email. The Contractor will submit the PCMH survey or standards materials on an ongoing basis on behalf of the practice to NCQA or other body. The Contractor will consult Facilitators as needed during scheduled meetings and by phone, email, and Basecamp to garner peer support on successful workflows in other practices. The total number of sites coached during the 24-month period is not to exceed 30 unless mutually agreed upon by the State and the Contractor.

The Contractor will maintain expert level knowledge in PCMH and PCSP or other standards. The Contractor will provide peer-to-peer mentoring and support to other contracted QI Facilitators, ACOs and Blueprint staff, based on expert level knowledge and experience in the NCQA PCMH and PCSP or other standards, which may include sharing information and examples of processes that have passed review, interpreting feedback from NCQA or other body on submission, providing shadowing opportunities and hosting education sessions during facilitator and field staff meetings. Within reason, the Contractor will be responsive to other Facilitator, ACO, and Blueprint staff questions; providing consultation through phone, email, and predominately a web-based communication and information-sharing tool (i.e., Basecamp) and will attend facilitator and or field staff meetings.

Deliverables

- NCQA recognition or other standards preparation and maintenance timeline for each practice Contractor coaches.
- Monthly progress report for each practice or organization Contractor coaches, which may include Plan to Study Act (PDSA) worksheets.
- NCQA or other submission for each practice ready to score.
- Technical assistance on interpreting NCQA or other standards

*Deliverables:*

Method/Activity	Type of deliverable	Description of deliverable	Date Due
QI Facilitation	Report	Progress report for each practice Contractor is coaching	The last business day of each month
QI/Recognition Plan	Timeline	Timeline for each practice Contractor is coaching	Concurrent with the first progress report for each practice
Recognition Support	NCQA or other Score	NCQA PCMH or PCSP or other Score	Within 5 days of NCQA or other reporting the score to the practice
Technical assistance on interpreting NCQA or other standards	Technical Assistance	VCHIP will maintain NCQA expertise and advise and mentor other QI Facilitators on NCQA or other recognition and submission processes	On-going and when standards change. Report in monthly progress report and program check-ins.

C. QI Facilitation - Opioid Prescribing Protocols

The Contractor will help practices/organizations improve opioid prescribing protocols using a toolkit, *Improving Opioid Prescribing: Sustainable Solutions for Vermont* and direction provided by the UVM Medical Center Office of Primary Care. Facilitators will work with practices to assess current workflows, develop a work-plan and timeline, determine which current policies, processes, and systems match criteria standards in the Toolkit, and provide guidance on what changes would improve prescribing practices. The Contractor will visit each site or organization and will offer to meet virtually as needed. The Contractor recognizes that practices will require different levels of consultation based on factors like available internal and additional external resources and their preferred timeline for improvement. The Contractor will be responsive to practice questions; providing regular consultation between meetings via phone and email. The total number of sites coached during the 18-month period is not to exceed 30 unless mutually agreed upon by the State and the Contractor.

The Contractor will work over the first year to develop expert level knowledge of opioid prescribing protocols and QI processes. As they gain expertise, the Contractor will provide peer-to-peer mentoring and support, which may include sharing information and examples of processes that have worked in other practices, reviewing sample documents and Plan Do Study Act Cycles (PDSA) from other facilitators and providing feedback, being available for shadowing opportunities and hosting education sessions during facilitator and field staff meetings. The Contractor will be responsive to Facilitator questions at a peer-to-peer level; providing consultation through phone, email, and a web-based communication and information-sharing tool (i.e., Basecamp) and will attend facilitator and or field staff meetings.

The contractor will participate in evaluation activities requested by the CDC for this project. Outcomes may be measured through Vermont Prescription Monitoring System data. Performance measures will be developed and mutually agreed upon by the State and the Contractor.

#### Deliverables

- Opioid prescribing QI process plan for each practice the Contractor assists with opioid prescribing including completion of the readiness assessment, team charter, baseline measurement, identified team and startup schedule.
- Monthly progress report for each practice or organization, including progress on the following steps outlined in the Toolkit:
  1. Completion of practice readiness assessment (unless practice decides to exclude this step)
  2. Team charter
  3. Completion of baseline measurement
  4. Completion of pre-project assessment survey
  5. Team identification and start up schedule
  6. Updated A3 reports (products of the team's work) in pre-determined stages
  7. Identification of strategies selected by the team

8. Implementation plan with selected measures
  9. Repeat of baseline measurement
  10. Completion of post-project assessment survey
  11. Practice plan for long term monitoring
- Closing report including post-project measurement and assessment results, and plan for long term sustainability and monitoring. If at the end of the contract period, the project has not been completed, Contractor will submit a status report and plan for completion as the Closing Report.
  - Technical assistance provided to other facilitators and Blueprint staff on interpreting the Toolkit.

Method/Activity	Type of deliverable	Description of deliverable	Date Due
Opioid Prescribing Facilitation	Report	Monthly progress report for each practice Contractor is coaching.	The last business day of each month
Opioid QI Process Plan	Timeline	Timeline for each practice Contractor is coaching	Concurrent with the first progress report for each practice
Opioid QI Closing Report	Report	Closing report for each practice Contractor coached.	Concurrent with the last progress report for each practice
Technical assistance on interpreting Toolkit	Technical Assistance	VCHIP will build and maintain Opioid Prescribing expertise and advise and mentor other QI Facilitators and Blueprint Staff.	On-going reported in monthly report and during oral program check-ins.

5. 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 Contractor 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 Contractor 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 **\$1,395,000**.
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. As fixed price deliverables, the per practice payments and prescribing milestones are excluded from this requirement and are billed according to the per practice payment schedules detailed below.
4. The State shall pay the Contractor at the following rates:
  - A. ***QI Facilitation Activities:***
    - The Contractor shall invoice for actual expenses up to \$91,250 per quarter for NCQA Consulting Activities as outlined in Attachment A Section A.
  - B. ***Per Practice Payments:***
    - a) The Contractor shall also invoice the State for \$1,000 per practice in a given fiscal year (July 1 to June 30) for which it develops an NCQA scoring timeline in consultation with the practice and submits the NCQA survey if due in that time period on behalf of the practice not to exceed \$20,000 in a State Fiscal Year (July 1 to June 30).
    - b) The Contractor shall also invoice the State for \$500 for each practice the Contractor assists with opioid prescribing for which it develops and submits an opioid prescribing QI process plan including completion of the readiness assessment, team charter, baseline measurement, identified team and startup schedule.
    - c) The Contractor shall also invoice the State for \$500 per practice the Contractor assists with opioid prescribing for which it completes and submits a Closing Report including post-project measurement and assessment results, and plan for long term sustainability and monitoring.
      - The combination of *b* and *c* above will not to exceed \$10,000 for the period January 1, 2016 to June 30, 2016 and \$20,000 for the period July 1, 2016 to June 30, 2017.

If at the end of a given grant period as outlined in the budget table below less than agreed upon number of practices wanted QI facilitation and the Contractor met all deliverables under Attachment A, Section A, the Contractor will be paid the difference up to the full amount for that project period for practice Per Practice Payments and Opioid Prescribing Milestones.

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

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

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

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</b> <b>July 1, 2014- June 30, 2015</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>NCQA PCMH and PCSP Evaluation and or Consulting Activities</b> (Project Period July 1, 2015 to June 30, 2017)	
Evaluation and Consulting (July 1, 2015- December 31, 2015)	\$217,500
QI Facilitation (January 1, 2016-June 30, 2016)	\$182,500
QI Facilitation (July 1, 2016-June 30, 2017)	\$365,000
	<b>\$765,000.00</b>

<b>NCQA Submission Per Practice Payment</b> (Project Period July 1, 2015 to June 30, 2017)	
Per Practice Payment NCQA Eval (July 1, 2015-December 31, 2015)	\$30,000
Per Practice Payment NCQA Consultation/QI Facilitation (July 1, 2015-June 30, 2016)	\$20,000
Per Practice Payment NCQA QI Facilitation(July 1, 2016-June 30, 2017)	\$20,000
	<b>\$70,000.00</b>

<b>Opioid Prescribing Milestones</b> (Project Period January 1, 2016 to June 30, 2017)	
Opioid Addiction Milestone (January 1, 2016 - June 30, 2016)	\$10,000
Opioid Addiction Milestone (July 1, 2016-June 30, 2017)	\$20,000
	<b>\$30,000.00</b>

6. By deleting Attachment C (Standard State Provisions for Contracts) on page 8 of 14 of the Amendment #1, and substituting in lieu thereof the following Attachment C beginning on page 10 of this agreement:
7. By deleting the Request for Approval to Subcontract on page 10 of 11 of Amendment #1, and substituting in lieu thereof the following page 15 of this amendment.

This amendment consists of 16 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  
CENTER

CONTRACTOR  
UNIVERSITY OF VERMONT MEDICAL

---

STEVEN COSTANTINO, COMMISSIONER  
312 Hurricane Lane, Suite 201  
Williston, VT 05495-2087  
Phone: 802-879-5901  
Email: [Steven.Costantino@vermont.gov](mailto:Steven.Costantino@vermont.gov)  
AHS/DVHA

---

JENNIFER GAGNON, INTERIM ASSOCIATE V.P  
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, Contractor 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 21V.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 X and Bulletin 3.5 Section IV.B.

(End of Standard Provisions, State of Vermont – Attachment C - 9-1-2015\_rev)

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

Date of Request:			
Original Contractor/Contractor Name:			Contract/Grant#: _____
Address:			
Phone Number:			
Contact Person:			
Agreement #:			Signature: _____
Subcontractor Name:			
Address:			
Phone Number:			
Contact Person:			
Scope of Subcontracted Services:			
<b>Is any portion of the work being outsourced outside of the United States?</b>			<b>YES</b>
<b>NO</b>			
(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:		<b>Signature:</b> _____	
Phone Number:			

Business Office Review:

Comments: \_\_\_\_\_

**Approval:** \_\_\_\_\_ **Title:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Required:** Contractor cannot subcontract until they receive this signed approval from the State of Vermont.

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

**Fair Employment Practices and Americans with Disabilities Act:** Party agrees to comply with the requirement of Title 21V.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.

**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.

**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.

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.

**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.

**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.