

**STATE OF VERMONT
DEPARTMENT OF VERMONT HEALTH ACCESS
CENTRAL VERMONT MEDICAL CENTER**

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GRANT # 03410-2400-23
AMENDMENT #1**

GRANT AMENDMENT

It is agreed by and between the State of Vermont, Department of Vermont Health Access (hereafter called the “State”) and Central Vermont Medical Center (hereafter called the “Subrecipient” that the grant agreement (#03410-2400-23) on the subject of administering the Blueprint for Health program initiatives in the Barre, Vermont Health Service Area, effective October 1, 2022, is hereby amended to be effective May 1, 2023, as follows:

- 1. By deleting Part 1-Grant Award Detail on page 1 of 41 of the base agreement and replacing it with the following Part 1- Grant Award Detail:**

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- 2. By deleting Attachment A, Scope of Work in its entirety and replacing it with the following Attachment A, Scope of Work to Be Performed in Appendix I:
- 3. By deleting Attachment B, Payment Provisions in its entirety and replacing it with the following Attachment B, Payment Provisions in Appendix II:

Taxes Due to the State. Subrecipient further certifies under the pains and penalties of perjury that, as of the date this grant amendment is signed, Subrecipient 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.

Child Support (Applicable to natural persons only; not applicable to corporations, partnerships or LLCs). Subrecipient is under no obligation to pay child support or is in good standing with respect to or in full compliance with a plan to pay any and all child support payable under a support order as of the date of this amendment.

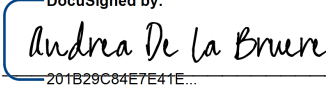
Certification Regarding Suspension or Debarment Subrecipient certifies under the pains and penalties of perjury that, as of the date this grant amendment is signed, neither Subrecipient nor Subrecipient’s principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed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

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

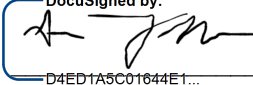
This document consists of 13 pages. Except as modified by this Amendment No. 1, all provisions of the Grant remain in full force and effect.

THE SIGNATURES OF THE UNDERSIGNED INDICATE THAT EACH HAS READ AND AGREES TO BE BOUND BY THIS AMENDMENT TO THE GRANT.

BY THE STATE OF VERMONT:

DocuSigned by:

 5/23/2023
 201B29C84E7E41E...
 ANDREA DELABRUERE, COMMISSIONER DATE
 AHS/DVHA
 NOB 1 SOUTH, 280 STATE DRIVE
 WATERBURY, VT 05671
 PHONE: 802-585-5356
 EMAIL: ANDREA.DELABRUERE@VERMONT.GOV

BY THE SUBRECIPIENT:

DocuSigned by:

 5/16/2023
 D4ED1A5C01644E1...
 ANNA NOONAN, PRESIDENT DATE
 CENTRAL VERMONT MEDICAL CENTER
 130 FISHER ROAD
 BERLIN, VT 05602
 PHONE: 802-371-4105
 EMAIL: ANNA.NOONAN@CVMC.ORG

**APPENDIX I
ATTACHMENT A
SCOPE OF WORK TO BE PERFORMED**

1. Definitions

1. “Accountable Care Organization” or “ACO” means an organization of health care providers that has a formal legal structure, is identified by a federal Taxpayer Identification Number, and agrees to be accountable for the quality, cost, and overall care of the patients assigned to it.
2. “All-Payer Model” or “APM” is the negotiated agreement between the State and the Centers for Medicare and Medicaid Services (CMS) to test an alternative payment model through ACOs. Under this agreement, Medicare, Medicaid, and commercial payers within the State of Vermont incentivize health care value and quality under the same payment structure for most providers throughout the State.
3. “Blueprint for Health” or “Blueprint” means the State's program for integrating a system of health care for patients, improving the health of the overall population, and improving control over health care costs by promoting health maintenance, prevention, and care coordination and management.
4. “Community Collaborative” (sometimes referred to as an “Accountable Community for Health”) means the locally-led group of community partners and stakeholders who meet regularly to integrate health care and human services, align quality improvement initiatives, improve care coordination activities, and strengthen community health infrastructure. The Community Collaborative is tasked with developing and implementing collaborative strategies for achieving the state population health and ACO goals within their local health service area, using the Accountable Communities for Health framework.
5. “Community Health Team” or “CHT” means staff in the local Health Service Areas supported by Blueprint insurer payments, including staff supported through the Medication Assisted Treatment (MAT) and Women’s Health Initiative (WHI) programs. These staff supplement services available in Patient-Centered Medical Homes (PCMHs) and link patients with services for non-medical health-related social needs. They may be embedded with primary care practices or centralized in the HSA.
6. “Health Service Area” or “HSA” refers to the distinct geographic regions described in Section 4.1.4 or the Vermont Blueprint for Health Manual.
7. “Hub and Spoke Model” refers to Vermont’s system of regional Opioid Treatment Programs (Hubs) and Office-Based Opioid Treatment in community-based primary care and specialty Practice settings (Spokes) where prescribing teams provide MAT and health home services, including care coordination, for Vermonters with opioid use disorder.
8. “Medication Assisted Treatment” or “MAT” means the use of medications, in combination with counseling and behavioral therapies, to provide a holistic and patient-centered approach to the treatment

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of opioid use disorder.

9. "Patient-Centered Medical Homes" or "PCMH" means primary care Practices that have achieved recognition by the National Committee for Quality Assurance (NCQA) for meeting and/or maintaining standards of excellence in primary care.
10. "Patient-Centered Specialty Practice" or "PCSP" means a specialist Practice that has been recognized by NCQA for demonstrating patient-centered care, clinical quality, and care coordination.
11. "Practice" means a health care provider or group of providers located at a single geographic location.
12. "Program Manager" means the individual, hired by the Subrecipient, who is responsible for the implementation of this Grant Agreement.
13. "Quality Improvement Facilitator" or "QI Facilitator" means a Blueprint-funded professional who works directly with Practices to provide technical expertise in NCQA-PCMH standards and ongoing quality improvement coaching.
14. "Vermont Health Information Exchange" or "VHIE" means the secure, statewide data network which gives health care providers, ACOs, and other approved users the ability to electronically exchange and access medical records.
15. "Women's Health Initiative" or "WHI" means a program for improving women's health outcomes that includes women's health care providers in the Blueprint. Participating providers deliver preventive care, psychosocial screenings, comprehensive family planning counseling, and access to long-acting reversible contraception, when chosen by the patient and clinically appropriate.

2. Scope of Work

2.1. Health Service Area

Under this Grant Agreement, the Subrecipient is the administrative entity for the Barre Health Service Area. The Subrecipient will administer the Vermont Blueprint for Health Program in accordance with the Vermont Blueprint for Health Manual (Blueprint Manual), which may be modified or amended from time to time. In accordance with Section 3 of the Blueprint Manual, Subrecipient is a CMS eligible provider. If Subrecipient loses this status, Subrecipient must immediately notify State. Failure to be qualified as a CMS eligible provider may result in termination of this Grant Agreement.

2.2. Staffing

The Subrecipient shall have a:

Program Manager: The Program Manager shall be the primary local contact responsible for management of all programmatic and administrative components of the agreement. If more than one individual is sharing this role, a single point of contact shall be named.

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Quality Improvement (QI) Facilitator: The QI Facilitator will oversee quality improvement projects within the primary care Practices, specialty medical Practices acting as Spokes, Hubs, and women's health Practices. The Quality Improvement Facilitator will have the primary responsibility of coordinating key quality improvement QI activities and projects at several primary care practices, specialty practices, and community collaboratives. The Quality Improvement Facilitator will help engaging practices/organizations work through the continuous quality improvement process to:

1. Achieve, maintain, and continue improvement on practice transformation as a Patient Centered Medical Home;
2. Meet standards and continue improvement on population health quality and payment reform efforts, defined by Blueprint, Green Mountain Care Board or Accountable Care Organizations (ACOs); and
3. Achieve and continue improvement on clinical, cost, or patient experience priorities identified by the practice.

In the event of a position vacancy, the Subrecipient shall attempt to fill the position within 60 days and shall develop and provide to the State within 15 days of becoming aware of the vacancy a contingency plan for covering responsibilities in the interim. The contingency plan shall be subject to the approval of the State. Nothing in this agreement is intended to alter or modify the hiring policies of the Subrecipient. The State reserves the right to issue recommendations to the Subrecipient during the interviewing process based upon State review of resumes and the interview process. The Subrecipient shall not make an offer of employment using funds under this agreement without first obtaining approval of the State.

2.3. Blueprint for Health Administration

- 2.3.1. Community Health Team (CHT): The Subrecipient shall have primary oversight for the CHT including acting as the fiscal agent for CHT funding received by the insurers, maintaining a CHT plan under the direction of the Community Collaborative, ensuring the CHT is fully staffed and deployed equitably to participating Practices, and providing general supervision for the operations of the team.
- 2.3.2. Community Collaborative/ACH: The Subrecipient will support the Community Collaborative within its HSA.
- 2.3.3. Health Reform: The Subrecipient shall work collaboratively with the State and the ACO to prepare and launch new initiatives and services as they arise. The Program Manager shall coordinate recruitment and hiring or subcontracting of those resources according to State direction. Current and new initiatives include: the MAT and WHI programs, implementation of the All-Payer Model, the population health care model, coordinating the Accountable Community for Health, and coordinating transition of the Self-Management Programs to the Vermont Department of Health.

2.4. Program Evaluation Participation

The Subrecipient shall provide data as requested by the State for evaluation of the core programs or APM and any additional services (such as the MAT initiative or WHI), including, but not limited to, proof of participation in chart reviews, patient experience of care surveys, and focus groups. The Subrecipient will also support the exchange of health information with the Vermont Health Information Exchange.

3. Reports

Successful submission of the below listed reports is contingent upon State's receipt, review, and approval of the reports. The State may reject a report for failure to meet the requirements under this section. State will provide a reason for the rejection and an opportunity to revise the report for resubmission. A report will be considered timely filed if submitted by the initial due date, even if the State later rejects the report.

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The Subrecipient shall submit a report to the State on a quarterly basis which describes the Subrecipient's activities and progress in performing the implementation and administrative functions described in the Vermont Blueprint for Health Manual. The State will provide a template for this report. The Subrecipient will report accomplishments and successes as well as challenges and barriers to success. This report will be used to both document Blueprint implementation and to identify areas of potential intervention by the State to improve performance. The Subrecipient will report on each aspect of Blueprint implementation, including, but not limited to:

- Statewide Health Reform Efforts;
- ACO Coordination;
- Community Health Team Staffing and Administration;
- MAT and WHI Implementation;
- Implementation of the Care Model (as described in the Vermont Blueprint for Health Manual);
- Community Collaborative/Accountable Community for Health;
- Self-Management Programs delivered in conjunction with the Department of Health;
- Participation in Quality Improvement Initiatives;
- Practice Outreach;
- Data Transmission to the VHIE;
- NCQA Scoring; and
- New Blueprint and/or ACO Initiatives as appropriate.

These reports will include attachments as requested by the State to document specific activities. The reports will describe the activities in the previous 3 months, and will be submitted to the State on or before the following dates:

- October 15, 2022
- January 15, 2023
- April 15, 2023
- July 15, 2023

The State may require more frequent assessments of progress if State has concerns about Subrecipient performance.

Additionally, the Subrecipient is responsible for periodically reporting and updating the information listed in the table below at least quarterly by the dates indicated, by entering data into the Blueprint portal or another data reporting system designated by the State.

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<p>CHT/MAT/WHI Staffing and Practice Information:</p> <p>Enter updated CHT/MAT/WHI staffing and Practice information. This includes practice closures, mergers, and openings.</p>	<p>October 15, 2022 January 15, 2023 April 15, 2023 July 15, 2023</p>
<p>Monitor NCQA PCMH Recognition:</p> <p>Each quarter, the State shall notify and identify to the Program Manager a cohort of Practices which are scheduled to undergo NCQA PCMH recognition approximately 6 months in the future.</p> <p>For those identified Practices, the Program Manager, in partnership with the assigned Blueprint QI Facilitator, shall closely monitor progress towards the reporting date and ensure all appropriate Practice and provider information is updated in the Blueprint Portal (or other data reporting system) accordingly.</p>	<p>October 15, 2022 January 15, 2023 April 15, 2023 July 15, 2023</p> <p>(for each such date, with respect to Practices identified to Subrecipient within the prior quarter)</p>
<p>New Practice Total Unique Patient Counts:</p> <p>For practices new to the Blueprint, enter Practice-level patient counts to determine CHT staffing ratios. Patient counts are to be calculated in accordance with the “Total Unique Vermont Patients” attribution algorithm in the Blueprint Manual (https://blueprintforhealth.vermont.gov/implementation-materials)</p>	<p>December 15, 2022 March 15, 2023 June 15, 2023 September 15, 2023</p>

**APPENDIX II
ATTACHMENT B
PAYMENT PROVISIONS**

The maximum dollar amount payable under this Grant Agreement is not intended as any form of a guaranteed amount. This is a reimbursement agreement. Funds shall be distributed to the Subrecipient as a reimbursement of actual allowable costs by the Subrecipient in the performance of program functions described in Attachment A, up to the maximum allowable amount specified in Part 1 – Grant Award Detail Page of this agreement. The Subrecipient shall demonstrate that funds have been properly expended in order to be reimbursed by the State.

1. Prior to commencement of work and release of any payments, the Subrecipient shall submit to the State:
 - a. a certificate of insurance consistent with the requirements set forth in Attachment C, Section 8 (Insurance), and with any additional requirements for insurance as may be set forth elsewhere in this Grant Agreement; and
 - b. a current IRS Form W-9 (signed within the last six months).
2. Payment terms are **Net 00** days from the date the State receives an error-free invoice with all necessary and complete supporting documentation.
3. Subrecipient shall submit detailed invoices itemizing all work performed during the invoice period, including the dates of service, rates of pay, hours of work performed, and any other information and/or documentation appropriate and sufficient to substantiate the amount invoiced for payment by the State. All invoices must include the Grant # for this agreement. Subrecipient shall submit invoices to the State in accordance with the schedule set forth in this Attachment B. Invoices shall be submitted not more frequently than monthly.
4. Original invoices and reports must be signed and dated by the Subrecipient and shall be submitted to the State at the following address: AHS.DVHAInvoices@vermont.gov.
5. The Subrecipient shall submit monthly for costs incurred in connection with services rendered in the previous month or quarter, on or before the 15th day of the following month. Costs incurred prior to the previous month, but not previously claimed, shall be clearly identified. All costs must be incurred within the Grant Term.
 - a. Invoices will only be paid upon the approval of State after completion of program activities agreed upon in Attachment A.
 - b. Invoices will include specified line items for program costs, training costs, and travel expenses.
 - i. Program costs includes:
 1. Approved salary and fringe benefits of Program Manager and QI Facilitator;
 - a. Salary and fringe benefits will be subject to quarterly caps. Subrecipient will not invoice the State, and the State will not pay, for more than 25% of the total salary and fringe benefits for Project Management and QI Facilitator per quarter.
 - b. If the Program Manager or QI Facilitator position is vacant, Subrecipient shall not invoice for, and State shall not pay, these costs.
 2. Training costs (costs associated with providing training) that have been approved by the State;
 3. Other approved expenses by the State.

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- ii. Travel expenses are limited to:
 1. Costs approved by the State in writing prior to incurring expenses. Routine mileage travel expenses will not require prior approval.
 2. Travel costs are not reimbursable for travel expenses incurred within the HSA.
 3. Training costs (costs associated with receiving training) that have been approved by the State.
 - c. Invoices must include:
 - i. Name, address, signature, and point of contact information of Subrecipient;
 - ii. Date of invoice submission;
 - iii. Date(s) of program period the invoice covers;
 - iv. Unique invoice number;
 - v. Itemized expenses organized by activity. All reimbursable expenses will fall in one of the following line items:
 1. Program costs, or
 2. Travel expenses
 - vi. All itemized expenses and State-approved back-up documentation must be submitted in accordance with the *State of Vermont Agency of Administration Bulletin 3.4: Employee Travel and Expense Policy*. The State will notify the Subrecipient of mileage reimbursement rates and meal reimbursement rates allowable during the Grant Term.
<https://humanresources.vermont.gov/compensation/expense-reimbursement>.
6. The Subrecipient must submit the Subrecipient Grantee Financial Monitoring Report (provided by the State) monthly to the State Fiscal Manager.
7. Reimbursable Expenses. The Subrecipient will be reimbursed for actual, reasonable and necessary travel and expenses incurred in the conduct of official business under this Grant Agreement, subject to any limits set forth in this agreement. Economy, prudence and necessity shall be of primary concern when planning and paying for travel and expenses under this agreement. Beyond assuming a reasonable level of safety and convenience for the Subrecipient, every effort should be made to keep travel and expenses to a minimum; the use of grant funds for purchases that are inherently personal in nature or to accommodate personal comfort and taste is not permitted. This does not restrict or prohibit the lawful and necessary travel expenses of qualified individuals for “reasonable accommodations” pursuant to the Americans with Disabilities Act (ADA).
8. Timeliness of Claims. To ensure proper and timely accounting of State and Federal funds, the Subrecipient is expected to submit expense reimbursement requests in the invoice immediately following that date the expense was incurred.
9. Documentation. The primary responsibility for expense documentation resides with the Subrecipient. As funds issued under this agreement are subject to audit by federal agencies, internal and external auditors, and others, thorough documentation (ie. who, what when, where, why and how much) and accounting is required.
 - a. All requests for reimbursement of travel and expenses require itemized receipts and proofs of payment to substantiate the expenses.
 - b. Credit card statements alone are not sufficient documentation due to lack of itemization.
 - c. Documentation must include all required travel authorizations and pre-authorizations for non-travel business expenses.

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- d. For airfare, travel itineraries or online quotes alone do not constitute proof of payment.
 - e. Hotel bills must be detailed with charges itemized and indicate proof of payment.
 - f. Electronic receipts for purchases made via websites are acceptable provided they identify the vendor, buyer, date of purchase, item(s) purchased and amount paid, along with proof of payment indication.
 - g. Any unallowable expense items included on bills/receipts must be deducted and not submitted for reimbursement.
 - h. If attending a conference, include the conference brochure, agenda, etc. to substantiate the business purpose.
 - i. It is not appropriate to round off amounts or to estimate expenses when requesting reimbursement.
 - j. In the limited instances where receipts are not required, the Subrecipient must still report only the actual amounts paid and itemize these expenses:
 - i. Expense items not requiring receipts include nominal amounts for tolls, parking meters, subways, shuttles, and tips.
 - k. If a receipt is lost, misplaced or damaged beyond legibility, the Subrecipient is responsible for contacting the vendor and requesting a copy of the receipt.
- 10. Mode and Route of Travel.** The Subrecipient shall not be reimbursed for additional expenses that are incurred due to travel routing that is for the sole convenience of the traveler(s), including indirect travel routes, stopovers or leaving earlier/returning later than necessary, unless there is sufficient documentation that the cost of the entire trip (including transportation, lodging, meals, incidentals, etc.) is no more than the costs would have been without the personal convenience. Calculations that justify the cost effectiveness of any personal convenience must be included with the expense documentation. Business class, first class and other premium modes of travel or fees charged for preferred seating are not allowable expenses.
- 11. Lodging.** When a room is shared with a person who is not currently performing services under this Grant Agreement, the Subrecipient is entitled to reimbursement at the lesser of the single room rate or the actual cost for just the Subrecipient's lodging. When a room is shared by individuals performing services under this Grant Agreement, the names of all individuals must be provided with the hotel bill. One claim may be made by the Subrecipient for reimbursement for the entire cost of the lodging or, if practical, reimbursement may be calculated on a pro-rated share of the total allowable cost. Suites or larger non-standard rooms may be allowable provided there is documented cost savings over the price of multiple standard rooms. Charges resulting from a failure to observe check-out times, negligence in not cancelling a guaranteed reservation, or property damages caused by the Subrecipient will be considered an unnecessary expense and ineligible for reimbursement. Overnight in-state lodging is reimbursable when the Subrecipient's employee is required to work significantly beyond their normal work schedules (including travel time) and at a location that is not their official workstation that is at least 40 miles from the employee's residence.
- 12. Meals.** The Subrecipient is entitled to reimbursement of meals for employees on authorized travel under the terms of this Grant Agreement for actual costs incurred up to the State's maximum rates at the time of the expense listed at <https://humanresources.vermont.gov/compensation/expense-reimbursement>. The maximum meal reimbursement rates are inclusive of all food, non-alcoholic beverages, services, taxes and gratuities. Different rates are established for breakfast, lunch and dinner, in-state and out-of-state under the following conditions:

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- a. Breakfast may be an allowable expense on the departure date for travel requiring an overnight stay, or for travel not requiring an overnight stay, if it is necessary for the Subrecipient's employee to begin travel more than 2 hours earlier than the start of their normally scheduled workday.
 - b. Dinner may be an allowable expense on the return date from travel requiring an overnight stay, or for travel not requiring an overnight stay, if the Subrecipient's employee is unable to return to their residence or official workstation until at least 2 hours later than the end of their normally scheduled workday.
 - c. Alcohol is never an allowable cost for meal reimbursement.
 - d. The Subrecipient shall be reimbursed for its employee's out-of-pocket meal expenses incurred during authorized participation in conferences, meetings, seminars, conventions, trainings, etc. without regard to location of the meal or maximum limit, provided the meal is a necessary part of the event and for which participants have no control over the cost of the meal.
- 13. Registration Fees.** Registration fees required for State-approved participation in conferences, meetings, seminars, conventions, trainings, workshops, trade shows, etc. that are directly related to the terms of this Grant Agreement are allowable expenses when supported by adequate documentation.
- 14. Non-Travel Business Expenses.** When in the best interests of performing the terms of this Grant Agreement and approved by the State, the Subrecipient may be reimbursed for purchases of non-travel business expenses **not to exceed \$200** per purchase, except as otherwise allowed above. Examples of non-travel business expenses include supplies, tools, equipment, postage, food or refreshments, professional dues, and memberships or subscriptions directly related to the terms of this agreement. All reimbursement requests must have a clear, documented business purpose and be accompanied by receipts, proof of payment and/or other appropriate documentation to substantiate the expense. Transactions or invoices must not be split in an attempt to circumvent the \$200 threshold.
- 15. Licenses.** Professional and occupational licenses are ineligible for reimbursement.
- 16. Unallowable Personal Expenses.** All expenses must have a valid business purpose. The State will not reimburse or pay for travel and expenses that are inherently personal in nature.
- 17.** The State will monitor the Subrecipient to ensure compliance with financial performance requirements of the program and identify any failures in the administration and performances of the award. The monitoring plan will serve to identify whether Subrecipient needs technical assistance. Monitoring will be used to document allowable and unallowable costs, time and effort reporting and travel. Monitoring will also be used to follow up on any findings identified in earlier monitoring visits, document reviews, or audits to ensure that Subrecipient took corrective action. The monitoring plan may include on-site visits, follow-up, document and/or desk reviews, third-party evaluations, technical assistance, and informal monitoring such as email and telephone interviews. The State will provide templates for collecting data and documentation.

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18. Approved Budget for the Grant Term:

October 1, 2022 – September 30, 2023

Budget Category	Amount
Program Management	\$100,000.00
Quality Improvement Facilitator (May-September 2023)	\$50,000.00
Travel, Training, and Other Expenses	\$4,000.00
Total	\$154,000.00

The Subrecipient may request, in writing, approval by the State to reallocate funds across budget categories if necessary, to accomplish grant deliverables. The Subrecipient may also request, in writing, approval by the State to carry forward funds across quarterly periods if necessary, to accomplish grant deliverables.

- 19.** Within forty-five (45) days of the end of the Grant Term, the Subrecipient shall submit a final invoice for any costs not previously reimbursed. Failure to submit all invoices within this period may result in nonpayment of the late filed invoice.
- 20.** The Subrecipient must maintain all supporting records for audit purposes and the State reserves the right to require the Subrecipient to provide such supporting records.
- 21.** The State may withhold payment in whole or in part in the event of the Subrecipient's failure to comply with the terms of this Grant Agreement.