

STATE OF VERMONT
DEPARTMENT OF VERMONT HEALTH ACCESS
CATHEDRAL SQUARE CORPORATION

PAGE 1 OF 11
GRANT # 03410-2315-22
AMENDMENT #1

GRANT AMENDMENT

It is agreed by and between the State of Vermont, Department of Vermont Health Access (hereafter called the "State") and Cathedral Square Corporation (hereafter called the "Subrecipient" that the grant agreement (#03410-2315-22) on the subject of providing staffing support for use of a care management system by Support and Services at Home (SASH) program staff for tracking service encounters with, and reporting on care management of, the SASH participant population., effective July 1, 2021, is hereby amended to be effective June 30, 2023 as follows:

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

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STATE OF VERMONT GRANT AGREEMENT				Part 1-Grant Award Detail			
SECTION I - GENERAL GRANT INFORMATION							
¹ Grant #: 03410-2315-22			² Original <input type="checkbox"/>		Amendment # <input checked="" type="checkbox"/>		
³ Grant Title: Blueprint for Health Data Analytics and Information Administrator							
⁴ Amount Previously Awarded: \$410,000.00		⁵ Amount Awarded This Action: \$410,000.00		⁶ Total Award Amount: \$820,000.00			
⁷ Award Start Date: 07/01/2021		⁸ Award End Date: 06/30/2025		⁹ Subrecipient Award: YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>			
¹⁰ Supplier #: 6970		¹¹ Grantee Name: Cathedral Square Corporation					
¹² Grantee Address: 412 Farrell St							
¹³ City: South Burlington			¹⁴ State: VT		¹⁵ Zip Code: 05403		
¹⁶ State Granting Agency: AHS/Department of Vermont Health Access					¹⁷ Business Unit: 03410		
¹⁸ Performance Measures: YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>		¹⁹ Match/In-Kind: Description:					
²⁰ 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 type="checkbox"/> Other: <input type="checkbox"/>							
SECTION II - SUBRECIPIENT AWARD INFORMATION							
²¹ Grantee Identifier [UEI] #: WQBBKS6RLUN6			²² Indirect Rate: %		²³ FFATA: YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>		
²⁴ Grantee Fiscal Year End Month (MM format): 9			(Approved rate or de minimis 10%)		²⁵ R&D: <input type="checkbox"/>		
²⁶ Entity Identifier [UEI] Name (if different than VISION Vendor Name in Box 11):							
SECTION III - FUNDING ALLOCATION							
STATE FUNDS							
Fund Type	²⁷ Awarded Previously	²⁸ Award This Action	²⁹ Cumulative Award	³⁰ Special & Other Fund Descriptions			
General Fund			\$0.00				
Special Fund	\$342,351.25	\$118,508.37	\$460,859.62				
Global Commitment (non-subrecipient funds)			\$0.00				
Other State Funds			\$0.00				
FEDERAL FUNDS <i>(includes subrecipient Global Commitment funds)</i>				Required Federal Award Information			
³¹ CFDA#	³² Program Title	³³ Awarded Previously	³⁴ Award This Action	³⁵ Cumulative Award	³⁶ FAIN	³⁷ Fed Award Date	³⁸ Total Federal Award
93.778	Medical Assistance Program	\$65,559.00	\$291,491.63	\$357,050.63	2105VT5ADM	07/01/2021	\$357,050.63
³⁹ Federal Awarding Agency:		⁴⁰ Federal Award Project Descr:					
93.767	State Children's Insurance Program	\$2,089.75		\$2,089.75	2105VT5ADM	07/01/2021	\$2,089.75
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:					
Total Awarded - All Funds		\$410,000.00	\$410,000.00	\$820,000.00			
SECTION IV - CONTACT INFORMATION							
⁴¹ STATE GRANTING AGENCY				⁴² GRANTEE			
NAME: Jenn Herwood				NAME: Kim Fitzgerald			
TITLE: Payment Operations Administrator				TITLE: CEO			
PHONE: (802) 241-0175				PHONE: (802) 863-2224			
EMAIL: Jennifer.Herwood@vermont.gov				EMAIL: Fitzgerald@cathedralsquare.org			

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II. **Maximum Amount:** The maximum amount payable under the Grant, wherever such reference appears in the Grant, shall be changed from \$410,000.00 to \$820,000.00, representing an increase of \$410,000.00.

III. **Grant Term:** The Grant end date, wherever such reference appears in the Grant, shall be changed from June 30, 2023 to June 30, 2025.

IV. **Source of Funds:** Part 2, Number 6 (Source of Funds) are hereby deleted in its entirety and replaced as set forth below:
Federal: \$359,140.38 State: \$460,859.62

V. **Contact Persons for this Award:** Part 2, Section 9 (Contact Persons for this Award) is hereby deleted in its entirety, and replaced as set forth below:

	<u>State Fiscal Manager</u>	<u>State Program Manager</u>	<u>For the Subrecipient</u>
Name:	andria golden	Jenn Herwood	Kim Fitzgerald
Phone:	802-241-0234	802-241-0175	802-863-2224
E-mail:	andria.golden@vermont.gov	Jennifer.Herwood@vermont.gov	Fitzgerald@cathedralsquare.org

VI. **Attachments:** Part 2, Number 12 (Attachments) is hereby deleted and replaced in its entirety as set forth below:

12. Attachments. The contract includes the following attachments, which are incorporated herein:

- Grant Agreement Part 1 – Grant Award Detail
- Grant Agreement Part 2 – Grant Agreement
- Attachment A – Scope of Work to be Performed
- Attachment B – Payment Provisions
- Attachment C – Customary State Contract and Grant Provisions
- Attachment D – Information Technology Professional Services
- Attachment E – Business Associate Agreement
- Attachment F – AHS Customary Grant Provisions
- Attachment G – Federal Terms Supplement
- Attachment H – Financial Report
- Appendix I – Required Forms

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Order of precedence of these documents shall be as follows:

1. Grant Agreement Parts 1 and 2
2. Attachment D – Information Technology Professional Services
3. Attachment C – Customary State Contract and Grant Provisions
4. Attachment G – Federal Terms Supplement
5. Attachment A – Specifications of Work to be Performed
6. Attachment B – Payment Provisions
7. Attachment E – Business Associate Agreement (not applicable to this grant)
8. Attachment F – AHS Customary Grant Provisions
9. Appendix I – Required Forms
10. Attachment H – Financial Report
11. Other Grant Attachments (if any)

VII. By deleting Attachment B, Section 5 in its entirety and replacing it as set forth below:

5. By the 15th of each month following the end of each calendar quarter (i.e., by April 15, July 15, October 15, and January 15), or by the 30th day after the execution (signing) of this grant, or as extended by the State in writing, whichever is later, invoices shall be submitted to the State to both of the following email addresses:

AHS.DVHAInvoices@vermont.gov
Jennifer.Herwood@vermont.gov

VIII. By adding Attachment B, Sections 10 and 11 as set forth below:

10. The total maximum amount payable under this agreement for the period of July 1, 2023, through June 30, 2024, shall not exceed \$205,000.00.
11. The total maximum amount payable under this agreement for the period of July 1, 2024, through June 30, 2025, shall not exceed \$205,000.00.

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IX. By adding the following payment table to Attachment B (Approved Budget Tables):

Approved Budget for July 1, 2023 – June 30, 2024

Cost Item	Allowable Cost Description	Budget Category	Annual Payment Maximum
1	Direct Salaries	Direct Salaries	\$147,000.00
2	Fringe Benefits	Direct Fringe	\$39,363.64
Subtotal Direct Costs			\$186,363.64
3	Administration	Indirect (10%)	\$18,636.36
Annual Maximum Total		\$205,000.00	

Approved Budget for July 1, 2024 – June 30, 2025

Cost Item	Allowable Cost Description	Budget Category	Annual Payment Maximum
1	Direct Salaries	Direct Salaries	\$147,000.00
2	Fringe Benefits	Direct Fringe	\$39,363.64
Subtotal Direct Costs			\$186,363.64
3	Administration	Indirect (10%)	\$18,636.36
Annual Maximum Total		\$205,000.00	

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Taxes Due to the State. Contractor further certifies under the pains and penalties of perjury that, as of the date this contract amendment is signed, the Contractor 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). Contractor 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. Contractor certifies under the pains and penalties of perjury that, as of the date this contract amendment is signed, neither Contractor nor Contractor’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.

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

State and Federal Terms for Products and Services. Contractor agrees that “STATE OF VERMONT-FEDERAL TERMS SUPPLEMENT (Non-Construction) for all Contracts and Purchases of Products and Services Using Federal Funds (Revision date: July 28, 2022)” which is attached as Attachment G to this amendment, applies to any products or services provided to the State, at any time, when using federal funds.

This document consists of 11 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:

4/21/2023
201B29C84E7E41E
ANDREA DELABRUERE, COMMISSIONER DATE
AHS/DVHA
NOB 1 SOUTH, 280 STATE DRIVE
WATERBURY, VT 05671
EMAIL: ANDREA.DELABRUERE@VERMONT.GOV

BY THE SUBRECIPIENT:

DocuSigned by:

4/21/2023
B02B6E2550524AC...
KIM FITZGERALD DATE
CEO, CATHEDRAL SQUARE CORPORATION
412 FARRELL STREET
SOUTH BURLINGTON, VT 05403
PHONE: 802-863-2224
EMAIL: FITZGERALD@CATHEDRALSQUARE.ORG

ATTACHMENT G
STATE OF VERMONT- FEDERAL TERMS SUPPLEMENT (Non-Construction)
for all Contracts and Purchases of Products and Services Using Federal Funds
(Revision date: July 28, 2022)

PROCUREMENT OF RECOVERED MATERIALS

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated Items unless the products cannot be acquired-

1. Competitively within a time frame providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. At a reasonable price

Information about this requirement, along with the list of EPA-designated items, is available at the EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

The Contractor also agrees to comply with all other applicable requirements of section 6002 of the Solid Waste Disposal Act.

CLEAN AIR ACT

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The contractor agrees to report each violation to the State of Vermont and understands and agrees that the State of Vermont will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

FEDERAL WATER POLLUTION CONTROL ACT

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The contractor agrees to report each violation to the State of Vermont and understands and agrees that the State of Vermont will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA. a. Standard. Non-Federal entities and

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contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Nonprocurement Debarment and Suspension).

CONTRACTOR BREACH, ERRORS AND OMISSIONS

1. Any breach of the terms of this contract, or material errors and omissions in the work product of the contractor must be corrected by the contractor at no cost to the State, and a contractor may be liable for the State's costs and other damages resulting from errors or deficiencies in its performance.
2. Neither the States' review, approval or acceptance of nor payment for, the services required under this contract shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract.
3. The rights and remedies of the State provided for under this contract are in addition to any other rights and remedies provided by law or elsewhere in the contract.

TERMINATION FOR CONVENIENCE

1. General

- a. Any termination for convenience shall be effected by delivery to the Contractor an Order of Termination specifying the termination is for the convenience of the Agency, the extent to which performance of work under the Contract is terminated, and the effective date of the termination.
- b. In the event such termination occurs, without fault and for reasons beyond the control of the Contractor, all completed or partially completed items of work as of the date of termination will be paid for in accordance with the contract payment terms.
- c. No compensation will be allowed for items eliminated from the Contract.
- d. Termination of the Contract, or portion thereof, shall not relieve the Contractor of its contractual responsibilities for work completed and shall not relieve the Contractor's Surety of its obligation for and concerning any just claim arising out of the work performed.

2. Contractor Obligations

After receipt of the Notice of Termination and except as otherwise directed by the State, the Contractor shall immediately proceed to:

- a. To the extent specified in the Notice of Termination, stop work under the Contract on the date specified.
- b. Place no further orders or subcontracts for materials, services, and/or facilities except as may be necessary for completion of such portion(s) of the work under the Contract as is (are) not terminated.
- c. Terminate and cancel any orders or subcontracts for related to the services, except as may be

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necessary for completion of such portion(s) of the work under the Contract as is (are) not terminated.

d. Transfer to the State all completed or partially completed plans, drawings, information, and other property which, if the Contract had been completed, would be required to be furnished to the State.

e. Take other action as may be necessary or as directed by the State for the protection and preservation of the property related to the contract which is in the possession of the contractor and in which the State has or may acquire any interest.

f. Make available to the State all cost and other records relevant to a determination of an equitable settlement.

3. Claim by Contractor

After receipt of the Notice of Termination from the state, the Contractor shall submit any claim for additional costs not covered herein or elsewhere in the Contract within 60 days of the effective termination date, and not thereafter. Should the Contractor fail to submit a claim within the 60-day period, the State may, at its sole discretion, based on information available to it, determine what, if any, compensation is due the Contractor and pay the Contractor the determined amount.

4. Negotiation

Negotiation to settle a timely claim shall be for the sole purpose of reaching a settlement equitable to both the Contractor and the State. To the extent settlement is properly based on Contractor costs, settlement shall be based on actual costs incurred by the Contractor, as reflected by the contract rates. Consequential damages, loss of overhead, loss of overhead contribution of any kind, and/or loss of anticipated profits on work not performed shall not be included in the Contractor's claim and will not be considered, allowed, or included as part of any settlement.

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**ATTACHMENT H
FINANCIAL REPORT**

For the performance period of 7/1/2021 to 6/30/2022:

Department of Vermont Health Access Financial Report Form								
Contractor Name	Cathedral Square Corporation				Grant/Contract Number:			
Grantee's/Contractor's Contact Person:	Kim Fitzgerald				Reporting Period:			
Grantee's/Contractor's Email Address:	Fitzgerald@cathedralsquare.org				July 1, 2021 - June 30, 2022			
	TOTAL GRANT BUDGET	Q1 7/1/21-9/30/21	Q2 10/1/21-12/31/21	Q3 1/1/22-3/31/22	Q4 4/1/22-6/30/22	TOTAL EXPENDITURES TO DATE	BALANCE	
Budget Line Item 1: Direct Salaries	\$147,000.00					\$ -	\$ 147,000.00	
Budget Line Item 2: Fringe Benefits	\$39,363.64					\$ -	\$ 39,363.64	
Budget Line Item 3: Administration Indirect	\$18,636.36					\$ -	\$ 18,636.36	
TOTAL GRANT AMOUNT	\$ 205,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 205,000.00	
SIGNATURE OF AUTHORIZING OFFICIAL:								
State Only:								
Program code:		\$ -	\$ -	\$ -	\$ -	\$ -	\$ 205,000.00	

Please Note: Only certain white cells are unlocked for editing, please enter the funding amount on the same line as the specific subcategory; the highlighted main categories will autofill. For categories with no listed subcategories, please enter a title in the space provided for each subcategory being billed

For the performance period of 7/1/2022 to 6/30/2023:

Department of Vermont Health Access Financial Report Form								
Contractor Name	Cathedral Square Corporation				Grant/Contract Number:			
Grantee's/Contractor's Contact Person:	Kim Fitzgerald				Reporting Period:			
Grantee's/Contractor's Email Address:	Fitzgerald@cathedralsquare.org				July 1, 2022 - June 30, 2023			
	TOTAL GRANT BUDGET	Q1 7/1/22-9/30/22	Q2 10/1/22-12/31/22	Q3 1/1/23-3/31/23	Q4 4/1/23-6/30/23	TOTAL EXPENDITURES TO DATE	BALANCE	
Budget Line Item 1: Direct Salaries	\$147,000.00					\$ -	\$ 147,000.00	
Budget Line Item 2: Fringe Benefits	\$39,363.64					\$ -	\$ 39,363.64	
Budget Line Item 3: Administration Indirect	\$18,636.36					\$ -	\$ 18,636.36	
TOTAL GRANT AMOUNT	\$ 205,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 205,000.00	
SIGNATURE OF AUTHORIZING OFFICIAL:								
State Only:								
Program code:		\$ -	\$ -	\$ -	\$ -	\$ -	\$ 205,000.00	

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For the performance period of 7/1/2023 to 6/30/2024:

Department of Vermont Health Access Financial Report Form							
Contractor Name	Cathedral Square Corporation				Grant/Contract Number:		
Grantee's/Contractor's Contact Person:	Kim Fitzgerald				Reporting Period:		
Grantee's/Contractor's Email Address:	Fitzgerald@cathedralsquare.org				July 1, 2023 - June 30, 2024		
	TOTAL GRANT BUDGET	Q1 7/1/23-9/30/23	Q2 10/1/23-12/31/23	Q3 1/1/24-3/31/24	Q4 4/1/24-6/30/24	TOTAL EXPENDITURES TO DATE	BALANCE
Budget Line Item 1: Direct Salaries	\$147,000.00					\$ -	\$ 147,000.00
Budget Line Item 2: Fringe Benefits	\$39,363.64					\$ -	\$ 39,363.64
Budget Line Item 3: Administration Indirect	\$18,636.36					\$ -	\$ 18,636.36
TOTAL GRANT AMOUNT	\$ 205,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 205,000.00
SIGNATURE OF AUTHORIZING OFFICIAL:							
State Only:							
Program code:		\$ -	\$ -	\$ -	\$ -	\$ -	\$ 205,000.00

Please Note: Only certain white cells are unlocked for editing, please enter the funding amount on the same line as the specific subcategory; the highlighted main categories will autofill. For categories with no listed subcategories, please enter a title in the space provided for each subcategory being billed

For the performance period of 7/1/2024 to 6/30/2025:

Department of Vermont Health Access Financial Report Form							
Contractor Name	Cathedral Square Corporation				Grant/Contract Number:		
Grantee's/Contractor's Contact Person:	Kim Fitzgerald				Reporting Period:		
Grantee's/Contractor's Email Address:	Fitzgerald@cathedralsquare.org				July 1, 2024 - June 30, 2025		
	TOTAL GRANT BUDGET	Q1 7/1/24-9/30/24	Q2 10/1/24-12/31/24	Q3 1/1/25-3/31/25	Q4 4/1/25-6/30/25	TOTAL EXPENDITURES TO DATE	BALANCE
Budget Line Item 1: Direct Salaries	\$147,000.00					\$ -	\$ 147,000.00
Budget Line Item 2: Fringe Benefits	\$39,363.64					\$ -	\$ 39,363.64
Budget Line Item 3: Administration Indirect	\$18,636.36					\$ -	\$ 18,636.36
TOTAL GRANT AMOUNT	\$ 205,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 205,000.00
SIGNATURE OF AUTHORIZING OFFICIAL:							
State Only:							
Program code:		\$ -	\$ -	\$ -	\$ -	\$ -	\$ 205,000.00

Please Note: Only certain white cells are unlocked for editing, please enter the funding amount on the same line as the specific subcategory; the highlighted main categories will autofill. For categories with no listed subcategories, please enter a title in the space provided for each subcategory being billed