

AMENDMENT

It is agreed between the State of Vermont, Department of Vermont Health Access (hereinafter called "State") and Bailit Health Purchasing, LLC (hereinafter called "Contractor") with principal place of business at Needham, MA that the contract dated March 27, 2014 is to be amended April 1, 2016 as follows:

1. By striking out on page 1, item #4, of the Base agreement and substituting in lieu thereof:

4. Contract Term. The period of Contractor's performance shall begin on **March 27, 2014** and end on **January 31, 2017.**

Work performed between **July 1, 2015** and the signing or execution of this amendment that is in conformity with Attachment A may be billed under this agreement.

2. By striking out on page 2, item #8, of the Base agreement and substituting in lieu thereof:

8. Attachments. This contract consists of 22 pages including the following attachments, which are incorporated herein:

- Attachment A – Scope of Work to be Performed
- Attachment B – Payment Provisions
- Attachment C – Standard State Provisions: For Grants and Contracts
- Attachment E – Business Associate Agreement
- Attachment F – Standard State Provisions: AHS Customary Contract Provisions
- Appendix I – Required Forms

The order of precedence of documents shall be as follows:

- 1). This document
- 2). Attachment C – Standard State Provisions: For Grants and Contracts
- 3). Attachment A – Scope of Work to be Performed
- 4). Attachment B – Payment Provisions
- 5). Attachment E – Business Associate Agreement
- 6). Attachment F – Standard State Provisions: AHS Customary Contract Provisions
- 7). Appendix I – Required Forms

3. Attachment A: By striking out Section 10, and substituting in lieu thereof:

10. Task Orders:

All work must be reviewed and accepted by the State Authorized Representative(s) in the form of a task order *before* the Contractor shall submit an invoice to the State. Changes to a Task Order shall be accomplished by written modification as agreed to by both parties listed below and will be reflected in a new Task Order. Task order shall be submitted to the following State Authorized Representatives:

Georgia J. Maheras, Esq.

Project Director
Vermont Health Care Innovation Project
georgia.maheras@state.vt.us
802-505-5137

Karen Sinor
Contracts & Grants Administrator
Department of Vermont Health Access
karen.sinor@vermont.gov
802-241-0252

4. Attachment A: By striking *Subcontractor Requirements* in Section 14, and inserting the following Sections 15 – 18:

15. The Contacts for this Award are as Follows:

	<u>State Fiscal Manager</u>	<u>State Program Manager</u>	<u>Contractor</u>
Name:	Karen Sinor	Georgia Maheras	Michael Bailit
Phone #:	802-241-0252	802-505-5137	781-453-1166
E-mail:	karen.sinor@vermont.gov	georgia.maheras@vermont.gov	mbailit@bailit-health.com

16. 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:

	STATE REPRESENTATIVE	CONTRACTOR
Name	Office of General Counsel	Michael Bailit
Address	NOB 1 South, 280 State Drive Waterbury, VT 05671	56 Pickering Street Needham, MA 02492
Email	AHS.DVHALegal@vermont.gov	mbailit@bailit-health.com

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.

17. DVHA Monitoring of Contract:

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

18. Subcontractor Requirements:

Per Attachment C, Section 15, if the Contractor chooses to subcontract work under this agreement, the Contractor must first fill out and submit the Subcontractor Compliance Form (Appendix I – Required Forms) in order to seek approval from the State prior to signing an agreement with a third party. Upon receipt of the Subcontractor Compliance Form, the State shall review and respond within five (5) business days. A fillable PDF version of this Subcontractor Compliance Form is available upon request from the DVHA Business Office. Under no circumstance shall the Contractor enter into a

sub-agreement without prior authorization from the State. The Contractor shall submit the Subcontractor Compliance Form to:

Karen Sinor, Contracts & Grants Administrator
Department of Vermont Health Access
karen.sinor@vermont.gov
802-241-0252

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

5. Attachment B: By replacing in its entirety with the following revised version:

**ATTACHMENT B
PAYMENT PROVISIONS**

The maximum dollar amount payable under this agreement is not intended as any form of a guaranteed amount. The Contractor will be paid for products or services actually performed as specified in Attachment A up to the maximum allowable amount specified in this agreement. State of Vermont payment terms are Net 30 days from date of invoice, payments against this contract 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. Work performed between July 1, 2015 and the signing or execution of this amendment that is in conformity with Attachment A may be billed under this agreement. The following provisions specifying payments are:

1. This contract is funded by federal grants and is subject to federal approval by the Centers for Medicare and Medicaid Innovation (CMMI). No reimbursement shall be provided under this agreement without federal approval for the task, service, or product for which reimbursement is claimed. The maximum amount payable under this contract for services and expenses shall not exceed \$1,230,272. The base amount awarded under this agreement was \$190,000 which was later increased to the current amount of \$1,230,272. Funding approvals for the years 2015 through 2017 are listed below:
 - a. In August, 2015 federal approval obtained for the time period of January 1, 2015 through December 31, 2015 in the amount of \$424,006.
 - b. In January, 2016 federal approval was obtained for the time period of January 1, 2016 through June 30, 2016 in the amount of \$255,080.
 - c. The Contractor shall be reimbursed for up to the amount of \$10,080 for pre-approved travel for each of the following performance periods: January 2015 – June 2015, July 2015 – December 2015, January 2016 – June 2016, and July 2016 – December 2016.
 - d. In May, 2016 funding in an amount to be determined will be sought for performance period 3, which begins July 1, 2016. Contractor may not begin year three, beginning July 1, 2016 and ending June 30, 2017, without written authorization from the State of Vermont. Approval for year three funding is contingent upon CMMI authorization.

2. Contractor’s hourly rate is inclusive of all direct costs, but is *exclusive* of travel. The State shall pay the Contractor at the following rates for the period of performance of March 27, 2014 – March 31, 2016:

<u>Key Personnel</u>	<u>Title</u>	<u>Hourly Rate</u>
Michael Bailit	President	\$ 239.00
Mary Beth Dyer	Senior Consultant	\$ 239.00
Beth Waldman	Senior Consultant	\$ 239.00
Richard Goldstein	Senior Consultant	\$ 250.00
Marge Houy	Senior Consultant	\$ 214.00
Erin Taylor	Senior Consultant	\$ 152.00
Megan Burns	Senior Consultant	\$ 152.00
Gabe Verzino	Senior Consultant	\$ 152.00
Michael Joseph	Senior Consultant	\$ 152.00
Margaret Trinity	Senior Consultant	\$ 152.00

The State shall pay the Contractor at the following rates for the period of performance of April 1, 2016 – January 31, 2017:

<u>Title</u>	<u>Hourly Rate</u>
President	\$ 239.00
Senior Consultant 4	\$ 250.00
Senior Consultant 3	\$ 239.00
Senior Consultant 2	\$ 214.00
Senior Consultant 1	\$ 152.00

Contractor shall include name, title, hours worked, and associated rate for all services performed on each invoice.

The Contractor may add or subtract key personnel with prior written approval from the State. The Contractor must provide an updated rate card to the State in order to obtain this approval. All key personnel shall be paid at the rates provided above.

3. No benefits or insurance will be reimbursed by the State.
4. **Travel.** The Contractor may bill for travel related to this contract that has been expressly approved by the State in writing in advance of travel.
- a. At least seven (7) days prior to the anticipated date of travel; the Contractor must submit a request in writing to the State authorized representative referenced in your agreement to seek approval from the State for any travel paid for under this agreement. *Under no circumstance shall the contractor travel without prior authorization from the State.*
 - b. All travel mileage and associated travel expenses shall not exceed the State approved mileage rates at the time at which the expense occurred, see Appendix I – Required Forms: Travel and Expense Form for State current mileage reimbursement rates.
 - c. This agreement required that the Contractor submit to the Contract Administrator a copy of the Contractor’s Travel Policies no later than 30 days after contract execution. The Contractor is

required to submit to the State any amendment, revision, or update to their Travel Policy within 30 days of the date of such revision.

- d. Travel expenses will be reimbursed up to the amount of \$40,320 for the full contract term (\$10,080 per performance period listed above, see Section 1c.) based on the following estimates:
 1. For 2015 Mileage: Round Trip (RT) @\$.575/mile for mileage to Colchester, Williston and Montpelier, the three rotated meeting locations of the all-payer waiver work group.
 2. For 2016 Mileage: Round Trip (RT) @\$.545/mile mileage to Colchester, Williston and Montpelier, the three rotated meeting locations of the all-payer waiver work group.
 3. Lodging and Accommodation: Actual Cost Incurred
 4. Per Diem Maximum: State Approved per Diem Rates
 5. Tolls and Parking: Actual Cost Incurred

5. Contractor bills monthly for work done each month, there are no monthly minimums or maximums. If Contractor doesn't do any work in a given month, the State shall not be charged.
6. **Invoices.** All requests for reimbursements shall be made using the Invoice – Contract/Grant Agreements form attached, see Appendix I – Required Forms, or a similar format agreed upon by the State and Contractor. All payments are subject to payment terms of Net 30 days. The Contractor shall submit invoices to the State monthly. The Contractor shall only submit invoices for deliverables that have been approved by the State Program Manager. The Contractor shall submit each invoice along with the paid subcontractor invoice as supporting documentation for all reimbursed payments.

Payments and/or reimbursement for travel, lodging, training/registration and other approved expenses shall only be issued after all supporting documentation and receipts are received and accepted by the State. Invoices with such expenses shall be accompanied by a Travel and Expense Form, see Appendix I: Required Forms.

Invoices should reference this contract number, contain a unique invoice number, and current date of submission. Invoices should be submitted electronically with all other reports to:

Karen Sinor, Contracts & Grants Administrator
Business Office, Contracting Unit
Department of Vermont Health Access
Karen.Sinor@vermont.gov

6. **Appendix I: By replacing in its entirety with the following revised version:**

Appendix I – REQUIRED FORMS
Invoice – Contract/Grant Agreements

Contractor/ Grantee:	
Address:	
State:	
Zip Code:	
Invoice #:	
Date:	
Agreement #:	

Contractor/Grantee Billing Contact: _____ Phone #: _____

Signature: _____

Date (if applicable)	Description of Deliverables/Work Performed	Amount
TOTAL:		

Remittance Address:

Bill to:
 Business Office
 Department of Vermont Health Access
 NOB 1 South, 280 State Drive
 Waterbury, VT 05671

Appendix I – REQUIRED FORMS
Department of Vermont Health Access
Subcontractor Compliance Form

Date: _____

Original Contractor/Grantee Name: _____

Contract/Grant #: _____

Subcontractor Name: _____

Scope of Subcontracted Services: _____

Is any portion of the work being outsourced outside of the United States? YES NO
(If yes, do not proceed)

All vendors under contract, grant, or agreement with the State of Vermont, are responsible for the performance and compliance of their subcontractors with the Standard State Terms and Conditions in Attachment C. This document certifies that the Vendor is aware of and in agreement with the State expectation and has confirmed the subcontractor is in full compliance (or has a compliance plan on file) in relation to the following:

- Subcontractor does not owe, is in good standing, or is in compliance with a plan for payment of any taxes due to the State of Vermont
- Subcontractor (if an individual) does not owe, is in good standing, or is in compliance with a plan for payment of Child Support due to the State of Vermont.
- Subcontractor is not on the State's disbarment list.

In accordance with State Standard Contract Provisions (Attachment C), the State may set off any sums which the subcontractor owes the State against any sums due the Vendor 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 in Attachment C.

Signature of Subcontractor

Date

Signature of Vendor

Date

Received by DVHA Business Office

Date

Required: Contractor cannot subcontract until this form has been returned to DVHA Contracts & Grants Unit.

Appendix I – REQUIRED FORMS
Department of Vermont Health Access
Task Order Template – Bailit Health Purchasing, LLC

Bailit Health Purchasing, LLC, #26095

Estimated Invoice Total for Month Year: \$

Monthly Tasks:

Task	Estimated Hours	Anticipated Personnel	Total cost for task

Vendor Authorized Contact: Michael Bailit	Signature and Date:
VHCIP Director: Georgia Maheras	Signature and Date:
DVHA Contract Administrator: Karen Sinor	Signature and Date:

This amendment consists of 10 pages. Except as modified by this amendment and any previous amendments, all provisions of this contract #26095 dated March 27, 2014 shall remain unchanged and in full force and effect.

BY THE STATE OF VERMONT:

BY THE CONTRACTOR:

STEVEN COSTANTINO, COMMISSIONER DATE
NOB 1 SOUTH, 280 STATE DRIVE
WATERBURY, VT 05671
PHONE: 802-879-5901
EMAIL: STEVEN.COSTANTINO@VERMONT.GOV

MICHAEL BAILIT, PRESIDENT DATE
56 PICKERING STREET
NEEDHAM, MA 02492
PHONE: 781-453-1166
EMAIL: MBAILIT@BAILIT-HEALTH.COM