

AMENDMENT

It is agreed by and between the State of Vermont, Department of Vermont Health Access (hereafter called the "State") and DataStat Inc. (hereafter called the "Contractor") that the contract on the subject of Patient Experience Survey Results, effective July 28, 2014, is hereby amended effective October 1, 2015 as follows:

1. By deleting Section 3 (Maximum Amount) on page 1 of 26 of Amendment #2, substituting in lieu thereof the following Section 3:

3. Maximum Amount. In consideration of the services to be performed by Contract, the State agrees to pay Contractor, in accordance with the payment provisions specified in Attachment B, a sum not to exceed \$290,256.64.

2. By deleting Section 4 (Contract Term) on page 1 of 26 of Amendment #2, substituting in lieu thereof the following Section 4:

The period of Contractor's performance shall begin on July 28, 2014 and end on June 30, 2016. This contract may be renewed for an additional one (1), one (1) year term beyond the original term of this contract as agreed by both parties.

Work performed between October 1, 2015 (retroactive date) and the signing or execution of this agreement that is in conformity with Attachment A may be billed under this agreement. Contractor agrees that in exchange for the consideration of the option to bill for services performed, all terms and conditions described in this agreement shall apply to any and all services performed for or on behalf of the State. Contractor agrees that by submitting invoices, bills, or otherwise seeking compensation for services performed prior to the finalization of this agreement or signing of this agreement, contractor is agreeing to the application of all terms of this contract to that period and to that work. Contractor further agrees to defend, indemnify, and hold the State harmless for any claim, dispute, non-contractual cost or charge, or any liability whatsoever, whether in law, equity, or otherwise, which arises from or is connected to the work performed prior to the execution of this agreement. Contractor further agrees that these terms apply regardless of whether the work is accepted by the State, and regardless of whether payment is issued by the State to the Contractor for the work in question.

3. By deleting Attachment B (Payment Provisions) on page 9 of 26 of Amendment #2, 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 Contractor shall 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 shall 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. **FUNDING and PERIOD OF PERFORMANCE AUTHORIZATION REQUIREMENT:** This contract is partially funded by a federal State Innovation Model (SIM) grant and subject to federal approval from 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.
 - a. In August, 2015 federal approval was sought for the time period of July 28, 2015 through December 31, 2015 in the amount of \$80,000 for tasks related to the SIM grant. Contractor may not begin work the time period beginning July 28, 2015 through December 31, 2015, without written authorization from the State of Vermont. Approval for funding is contingent on CMMI authorization.
 - b. In November, 2015 federal approval will be sought for the time period of January 1, 2016 through July 27, 2016 in the amount of \$20,000. Contractor may not begin work the time period, beginning January 1, 2016 through July 27, 2016, without written authorization from the State of Vermont. Approval for funding is contingent on CMMI authorization.

Contractor may not begin work using any federal funds without written authorization from the State of Vermont. Approval for year two funding is contingent on the Centers for Medicare and Medicaid Innovation authorization.

2. Contractor invoices shall be submitted no more frequently than monthly, but no later than quarterly.
3. The Contractor shall subdivide invoicing based on deliverables in Attachment A. Each invoice must include:
 - a. a unique invoice number
 - b. contract number
 - c. dates of service
 - d. accurate date of invoice submission request for payment shall be subdivided by Sampling Services, Data Collection Services, Respondent Support Services, Data Consolidation, and Delivery of Data to the State's Analytic Vendor Reporting Services
 - e. Data Collection and Sampling, Data Consolidation, Delivery of Data to the State's Analytic Vendor, and NCQA Reporting.
4. Contractor will not be reimbursed for expenses, including supplies, benefits, or insurance.
5. Invoices should reference this contract number and be submitted to:

Natalie Elvidge
Contract and Grant Management Specialist
Department of Vermont Health Access (DVHA)
312 Hurricane Lane, Suite 201

Williston, VT 05495-2087
Natalie.Elvidge@vermont.gov

Mary Kate Mohlman, Health Services Researcher
 Department of Vermont Health Access (DVHA)
 312 Hurricane Lane, Suite 201
 Williston, VT 05495
 802-654-3971
MaryKate.Mohlman@vermont.gov

6. Invoices shall be accompanied by a:
 - a. Financial Reporting Form (Appendix I) and in Excel format. A final Financial Report Form (Appendix I) will be due no later than 30 days after the end date of the agreement. The final financial report will report actual approved expenditures against payments received.
 - b. Master list of practices as maintained by the Contractor, in a format determined by the State
7. Work performed between October 1, 2015 (retroactive date) and the signing or execution of this agreement that is in conformity with Attachment A may be billed under this agreement.
8. The maximum amount payable under this contract for services and expenses shall not exceed \$290,256.64. The maximum allowable payable for the period of this contract, July 28, 2014 to June 30, 2016 shall be subdivided as follows:

Task 1: Data Collection and Sampling

The Contractor shall invoice the State during the contract term for data collocation and sampling activities

Sampling Services:

The set-up fee, \$347.70 covers professional costs for costs for practice recruitment and liaison; taking in sample and preparing it for the field; securing practice logos and signatures for mail materials; mail production set-up; database construction; data management; data preparation and analysis; field reporting; final dataset and standard report production and delivery. The Contractor shall request payment for set-up fees per practice, per sample group, upon set-up.

Data Collection Services:

The field cost per sample case, \$1.44, covers costs related to the project's field work, which, for the DVHA survey project, consists of mailings: paper, ink, equipment, labor, and postage. The Contractor shall request payment for Data Collection Services work upon distributing the raw results to the practices.

Total Survey Field Costs				
# Providers at Site	Sample size (per NCQA)	Cost per practice per sample group*		
		Set-up fee	Field cost	Total / site
1	128	\$347.70	\$184.32	\$532.02

2-3	171	\$347.70	\$246.24	\$593.94
4-9	343	\$347.70	\$493.92	\$841.62
10-13	429	\$347.70	\$617.76	\$965.46
14-19	500	\$347.70	\$720.00	\$1,067.70
20-28	643	\$347.70	\$925.92	\$1,273.62
29+	686	\$347.70	\$987.84	\$1,335.54

Task 2: Data Consolidation and Delivery of Data to the State's Analytic Vendor

The Contractor shall invoice the State monthly during the contract term, for data consolidation and program management activities at a rate of \$80 per hour for work completed by the project manager, and/or \$60 per hour for by the project coordinator. A report on the data will be delivered in a format designated by the State to the appointed analytic vendor.

Task 3: NCQA Reporting

The Contractor shall invoice the State within the contract period for actual costs and program management for reporting of patient experience data to NCQA on behalf of the practices.

The Contractor shall be able to divide billable hours amongst Tasks 1, 2, and 3 on an as needed basis, as requested by the Blueprint Health Services Researcher. The Contractor shall include in the monthly invoice related to data consolidation and program management activities the number of hours worked during the specified billing period and the total amount billed.

**Budget
 Year 1**

Beginning July 28, 2014 ending July 27, 2015

Blueprint Patient Experience Survey Budget Summary		
Task	Description	Total Amount Budgeted
Task 1	Data Collection	\$115,907.34
Task 2	Data Reporting	\$25,350.00
Total		\$141,257.34

Year 2

Beginning July 28, 2015 ending June 30, 2016

Blueprint Patient Experience Survey Budget Summary		
Task	Description	Total Amount Budgeted
Task 1	Data Collection	\$122,419.30
Task 2	Data Consolidation	\$12,800.00
Task 3	NCQA Reporting	\$13,780.00
Total		\$148,999.30

- 4. By deleting Attachment C (Standard State Provisions for Contracts and Grants) on page 13 of 26 of Amendment 2, and substituting in lieu thereof the following Attachment C beginning on page 6 of this amendment:**

This amendment consists of 11 pages. Except as modified by this amendment and any previous amendments, all provisions of this contract, (#26412) dated July 28, 2014 shall remain unchanged and in full force and effect.

**STATE OF VERMONT
DEPARTMENT OF VERMONT HEALTH ACCESS**

**CONTRACTOR
DATAStat INC.**

STEVEN COSTANTINO, COMMISSIONER
312 Hurricane Lane, Suite 201
Williston, VT 05495-2087
Phone: 802-879-5901
Email: steven.costantino@vermont.gov

MARIELLE S. WEINDORF
3975 Research Park Dr,
Ann Arbor, Michigan 48108
Phone: 734-994-0540
Email: mweindorf@datastat.com

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

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

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

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

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

7. **Insurance:** Before commencing work on this Agreement the Party must provide certificates of insurance to show that the following minimum coverages are in effect. It is the responsibility of the Party to maintain current certificates of insurance on file with the state through the term of the Agreement. No warranty is made that the coverages and limits listed herein are adequate to cover

and protect the interests of the Party for the Party's operations. These are solely minimums that have been established to protect the interests of the State.

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

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

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

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

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

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

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

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

Professional Liability: Before commencing work on this Agreement and throughout the term of this Agreement, the Party shall procure and maintain professional liability insurance for any and all services performed under this Agreement, with minimum coverage of \$1,000,000 per occurrence, and \$3,000,000 aggregate.

8. **Reliance by the State on Representations:** All payments by the State under this Agreement will be made in reliance upon the accuracy of all prior representations by the Party, including but not limited to bills, invoices, progress reports and other proofs of work.
9. **Requirement to Have a Single Audit:** In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, the Subrecipient will complete the Subrecipient Annual Report annually within 45 days after its fiscal year end, informing the State of Vermont whether or not a Single Audit is required for the prior fiscal year. If a Single Audit is required, the Subrecipient will submit a copy of the audit report to the granting Party within 9 months. If a single audit is not required, only the Subrecipient Annual Report is required.

For fiscal years ending before December 25, 2015, a Single Audit is required if the subrecipient expends \$500,000 or more in federal assistance during its fiscal year and must be conducted in accordance with OMB Circular A-133. For fiscal years ending on or after December 25, 2015, a Single Audit is required if the subrecipient expends \$750,000 or more in federal assistance during

its fiscal year and must be conducted in accordance with 2 CFR Chapter I, Chapter II, Part 200, Subpart F. The Subrecipient Annual Report is required to be submitted within 45 days, whether or not a Single Audit is required.

- 10. Records Available for Audit:** The Party shall maintain all records pertaining to performance under this agreement. "Records" means any written or recorded information, regardless of physical form or characteristics, which is produced or acquired by the Party in the performance of this agreement. Records produced or acquired in a machine readable electronic format shall be maintained in that format. The records described shall be made available at reasonable times during the period of the Agreement and for three years thereafter or for any period required by law for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.
- 11. Fair Employment Practices and Americans with Disabilities Act:** Party agrees to comply with the requirement of Title 21 V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable. Party shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990, as amended, that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the Party under this Agreement. Party further agrees to include this provision in all subcontracts.
- 12. Set Off:** The State may set off any sums which the Party owes the State against any sums due the Party under this Agreement; provided, however, that any set off of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided hereinafter.
- 13. Taxes Due to the State:**
 - a. Party understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.
 - b. Party certifies under the pains and penalties of perjury that, as of the date the Agreement is signed, the Party is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.
 - c. Party understands that final payment under this Agreement may be withheld if the Commissioner of Taxes determines that the Party is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.
 - d. Party also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Party has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Party has no further legal recourse to contest the amounts due.
- 14. Child Support:** (Applicable if the Party is a natural person, not a corporation or partnership.) Party states that, as of the date the Agreement is signed, he/she:
 - a. is not under any obligation to pay child support; or
 - b. is under such an obligation and is in good standing with respect to that obligation; or

- c. has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan.

Party makes this statement with regard to support owed to any and all children residing in Vermont. In addition, if the Party is a resident of Vermont, Party makes this statement with regard to support owed to any and all children residing in any other state or territory of the United States.

- 15. Sub-Agreements:** Party shall not assign, subcontract or subgrant the performance of this Agreement or any portion thereof to any other Party without the prior written approval of the State. Party also agrees to include in all subcontract or subgrant agreements a tax certification in accordance with paragraph 13 above.
- 16. No Gifts or Gratuities:** Party shall not give title or possession of any thing of substantial value (including property, currency, travel and/or education programs) to any officer or employee of the State during the term of this Agreement.
- 17. Copies:** All written reports prepared under this Agreement will be printed using both sides of the paper.
- 18. Certification Regarding Debarment:** Party certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, neither Party nor Party's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in federal programs, or programs supported in whole or in part by federal funds.
- Party further certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, Party is not presently debarred, suspended, nor named on the State's debarment list at: <http://bgs.vermont.gov/purchasing/debarment>
- 19. Certification Regarding Use of State Funds:** In the case that Party is an employer and this Agreement is a State Funded Grant in excess of \$1,001, Party certifies that none of these State funds will be used to interfere with or restrain the exercise of Party's employee's rights with respect to unionization.
- 20. Internal Controls:** In the case that this Agreement is an award that is funded in whole or in part by Federal funds, in accordance with 2 CFR Part II, §200.303, the Party must establish and maintain effective internal control over the Federal award to provide reasonable assurance that the Party is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the award. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States and the "Internal Control Integrated Framework", issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).
- 21. Mandatory Disclosures:** In the case that this Agreement is an award funded in whole or in part by Federal funds, in accordance with 2CFR Part II, §200.113, Party must disclose, in a timely manner, in writing to the State, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures may result in the imposition of sanctions which may include disallowance of costs incurred, withholding of payments, termination of the Agreement, suspension/debarment, etc.

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

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

STATE OF VERMONT
 AMENDMENT TO PERSONAL SERVICES CONTRACT
 DATASTAT INC.

PAGE 11 OF 11
 CONTRACT #26412
 AMENDMENT #3

APPENDIX 1

Department of Vermont Health Access
 Financial Report Form

Subrecipient Name: Grantee's Contractor's Contact Person: Grantee's Contractor's Email Address:	DATASTAT MARELE SWENDORF mswendorf@datastat.com	TOTAL GRANT BUDGET					Year 2 \$122,419.39	Wave 1	Wave 2	TOTAL EXPENDITURES TO DATE	BALANCE
		Year 1 \$115,097.94	Year 2 \$122,419.39	Wave 1	Wave 2	Wave 3					
Sampling Services		\$238,576.64	\$	\$	\$	\$	\$	\$	\$	\$122,419.39	\$
Sample size (n)		\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Field Cost (sample size * \$1.41)		\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Sites (#)		\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Setup Cost (Sites * \$347.70)		\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Invoices:		\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Invoice 1: Setup Field		\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Invoice 2: Results		\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Difference		\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Practices		\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Practices		\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Reporting Costs		\$51,500.00	\$	\$26,500.00	\$	\$26,500.00	\$	\$	\$	\$	\$
Development (32,450)		\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Development, Number (#)		\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Production (31,000)		\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Production, Number (#)		\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
NCQA (Samples *)		\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Data Consolidation (Professional Hours)		\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
SUBTOTAL		\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
TOTAL GRANT AMOUNT		\$280,556.64	\$	\$141,257.34	\$	\$148,999.30	\$	\$	\$	\$	\$

SIGNATURE OF AUTHORIZING OFFICIAL:

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 filled.