

AMENDMENT

It is agreed between the State of Vermont, Department of Vermont Health Access (hereinafter called "State") and Behavioral Health Network of Vermont, Inc. with a principal place of business in Montpelier, VT (hereafter called "Contractor") that the contract dated September 25, 2014 is to be amended August 1, 2015 as follows:

1. By striking out on page 1, item #3 of the Base agreement, the following:

3. Maximum Amount. In consideration of the services to be performed by Contractor, the State agrees to pay Contractor, in accordance with the payment provisions specified in Attachment B, a sum not to exceed \$471,077.

And substituting in lieu thereof:

3. Maximum Amount. In consideration of the services to be performed by Contractor, the State agrees to pay Contractor, in accordance with the payment provisions specified in Attachment B, a sum not to exceed \$1,318,577. See Attachment B, #1, FUNDING and PERIOD OF PERFORMANCE AUTHORIZATION REQUIREMENT.

2. Attachment A, by inserting the following under Scope of Work of the base agreement:

4) Data Repository Implementation .

In parallel with the ongoing data quality work, the Contractor shall subcontract with a vendor to build and implement the data repository. The Contractor shall bid out for the repository in compliance with the State Of Vermont procedures. Due to constraints involving the federal regulation on Substance Abuse and Mental Health Services (SAMHSA), 42 CFR Part 2, the Contractor shall use a phased approach to importing and exporting data to and from the repository. In Phase One the Contractor shall begin importing data that the majority of Vermont Care Network members already produce. In Phase Two the Contractor shall intend to implement Health Level International 7 (HL7) messaging from our members to the repository. In Phase Three, contingent on regulatory challenges being met, the Contractor shall implement export connections from the repository to the Vermont Health Information Exchange.

The Contractor shall ensure that the repository is developed in a way that enables portability and interoperability. The Contractor and its member agencies shall own and have complete access to the data in the repository and shall develop a data governance document to be provided to the State of Vermont. A plan for the sustainability of the repository shall be developed prior to the completion of Phase Three. The Contractor shall provide a yearly report on the operations of the repository.

3. Attachment A, by striking in its entirety TABLE A: Scope and Schedule of the Project, and inserting in lieu thereof:

In the table below Year One refers to August 2014-August 2015 and year two refers to August 2015-August 2016 (with quarters as Aug-Oct., Nov-Jan, Feb-April, May-July).

Activities	Measureable Process	Outcome Measures	Performance Period	Evaluation Method	Responsible Org/Person
NEED: All designated agencies in Vermont are using electronic health records (at different levels of functionality), but due to inconsistent and non- standard data capture, reporting from these systems is difficult within the agencies and comparative reporting across the network is difficult.					
GOAL A: Ensure high quality clinical data for population health and quality/outcome reporting from DA/SSAs					

Activities	Measureable Process	Outcome Measures	Performance Period	Evaluation Method	Responsible Org/Person
STRATEGY: Provide system-wide support and promulgate best practices to ensure that agencies' EHR data is structured, reliable and complete.					
OBJECTIVE A.1: Identify data and reporting needs and create data dictionary					
Convene network members and stakeholders to bring them up to speed on the data environment. Engage project management.		Majority members attend kick off meeting	Qtr 1, Year 1	Meeting attendance	BHN
Engage Statewide HIT Director and Quality Staff	Contract signed, within budget		Qtr 1, Year 1	Contract signed	BHN
Identify most critical data elements and required data structure based on information needed for reporting and improvement.	List of current reporting requirements gathered; structured list of critical data elements developed and accepted by the State		Qtr 2, Year 1	Review of work documents	BHN
Create Data Dictionary	Data dictionary created, accepted by the State, and distributed	Outcome measures align with requirements	Qtr 3, Year 1	Review of work documents	BHN
OBJECTIVE A.2: To develop toolkit for statewide use					
Create measure spreadsheets	Numerator and denominator for all performance measurements are developed and accepted by the State		Qtr 2, Year 1	Review of work documents	BHN
Create tool to identify points within workflows	Visit and staff structures are developed and accepted by the State		Qtr 2, Year 1	Review of work documents	BHN
OBJECTIVE A.3: To utilize tools statewide and conduct current state EHR capability analysis for DAs/SSAs					
Conduct trainings on toolkit		100% of DA/SSAs receive training	Qtr 3, Year 1		BHN
Conduct agency specific		≥ 80%	Year 1	Review of	BHN

Activities	Measureable Process	Outcome Measures	Performance Period	Evaluation Method	Responsible Org/Person
review and identify gaps in data quality		complete		work documents	
Coordinate with ARIS and VITL on behalf of the developmental disability agencies to identify a common EHR platform to allow for efficiencies	Electronic health record selected and procured		Qtr 1, Year 1	Review of work documents	BHN
Document and report to stakeholders	Ongoing reporting to stakeholders following communication plan		Year 1		BHN
OBJECTIVE A.4: To remediate data quality					
Work with each agency on improving data quality (structured, complete, semantic standards compliant)		Increase in # agencies able to provide quality data (baseline to be established in Qtrs 1 & 2 of Year 1)	Qtr 3, 4 Year 1 Qtr 1,2 Year 2	Review of work documents	BHN
Develop system-wide policies and procedures as needed for data quality	Policies and procedures are documented in writing and consistently applied across stakeholders	# or % policies developed and consistently applied across stakeholders	Qtr 3, 4 Year 1	Review of work documents	BHN
Re-evaluate agency-specific data quality	Review of agency data systems		Qtr 2,3 Year 2	Review of work documents	BHN
OBJECTIVE A.5: To inform the network providers of documentation requirements moving forward					
Develop communication plan	Review plan by network members	Plan developed and accepted by the State	Qtr 4, Year 1		BHN
Provide DA/SSA specific education around workflow redesign	Presentation developed and accepted by the State	75% satisfied with educational opportunity	Year 2	Survey	BHN

Activities	Measureable Process	Outcome Measures	Performance Period	Evaluation Method	Responsible Org/Person
NEED: Access to a reliable data source of up-to-date and standardized data for all DAs/SSAs is essential for all network members and stakeholders (reporting, enhanced care management, inclusion in ACOs, benchmarking, quality improvement)					
GOAL B: Aggregate data for individual agency and network-wide analysis and reporting through adoption of a data repository					
STRATEGY: Design and implement a secure data repository with data from agencies EHR systems.					
OBJECTIVE B.1: To conduct a needs assessment to identify characteristics of a desired solution for data repository					
Convene network members and other stakeholders	Monthly meetings	% stakeholders attending	Quarterly	Review of minutes	BHN
<i>Research and resolve issues related to 42CFR Part 2(Link to Part 2 Project) Not the responsibility of BHN.</i>	Policy related to 42CFR Part 2 written and accepted by the State		See ACTT 42 CFR Part 2 Proposal	Review of work documents	BHN Director in conjunction with Part 2 Team *Part of a separate proposal but linked
Confirm, finalize and document data analytic and reporting needs and review in subsequent years	Final documents developed and accepted by the State		Qtr 3, Year 2	Final documents presented to key stakeholders	BHN
Assess cost and benefit of repository options and conduct architectural design process	Options and cost benefit documented and accepted by the State		Qtr 1,2 Year 1	Review of minutes and structural design	BHN
Agree on direction and roadmap for repository		Majority approval by stakeholders	Qtr 3 Year 1	Signed agreements in place	BHN
Confirm, approve and document scope, cost and timeline of repository		Majority approval by stakeholders	Qtr 4 Year 1	Signed agreements in place	BHN
OBJECTIVE B.2: To execute repository project					
Develop RFP through Advisory Group and with SME TA	RFP written, developed and approved by Advisory Group		Qtr. 3 Year 1	Review of minutes	BHN
Post RFP and hold bidder conference	RFP posted and bidders conference held		Qtr. 3 Year 1	Final RFP posted and responses received	BHN
Review and select vendor	Review team identified, scoring template designed,		Qtr. 4 Year 1	Review of template and selection	BHN

Activities	Measureable Process	Outcome Measures	Performance Period	Evaluation Method	Responsible Org/Person
	responses scored, vendor chosen.			process	
Develop contract with vendor	Contract signed by BHN and vendor.		Qtr. 4 Year 1	Signed contract in place	BHN
Develop sustainability Plan	Sustainability Plan developed and presented at Board meeting for vote		Qtr. 1 Year 2	Review of Board minutes	BHN
Build and execute data repository	First phase of data repository built.		Qtr. 4 Year 2	Repository build presented to VHCIP HIE Workgroup	BHN

4. Attachment B item #1: By adding on page 8 of the Base agreement the following:

1. FUNDING and PERIOD OF PERFORMANCE AUTHORIZATION REQUIREMENT: This contract is funded by a federal grant and subject to federal approval from the Center 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 July, 2015, federal approval was sought for the time period of January 1, 2015 through December 31, 2015 in the amount of \$558,000.
 - b. In November, 2015 federal approval will be sought for the time period of January 1, 2016 to July 31, 2016 for the additional amount of \$497,500.

Contractor may not begin work using any federal funds for the time periods described above without written authorization from the State of Vermont. Approval for funding is contingent upon CMMI authorization.

5. Attachment B: By striking out on page 8 of 17 of the base agreement the following:

6. The total maximum amount payable under this contract shall not exceed \$1,318,577.

And substituting in lieu thereof:

6. The total maximum amount payable under this contract shall not exceed \$1,318,577, of which \$847,500 is budgeted for subcontract work.

6. By replacing Attachment C on page 9 of the Base agreement in its entirety with the following approved revised Attachment C updated March 1, 2015.

**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 **\$2,000,000** per occurrence, and **\$2,000,000** aggregate.

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

For fiscal years ending before December 25, 2015, a Single Audit is required if the subrecipient expends \$500,000 or more in federal assistance during its fiscal year and must be conducted in accordance with OMB Circular A-133. For fiscal years ending on or after December 25, 2015, a Single Audit is required if the subrecipient expends \$750,000 or more in federal assistance during its fiscal year and must be conducted in accordance with 2 CFR Chapter I, Chapter II, Part 200, Subpart F. The Subrecipient Annual Report is required to be submitted within 45 days, whether or not a Single Audit is required.

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

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

- 15. Sub-Agreements:** Party shall not assign, subcontract or subgrant the performance of this Agreement or any portion thereof to any other Party without the prior written approval of the State. Party also agrees to include in all subcontract or subgrant agreements a tax certification in accordance with paragraph 13 above.
- 16. No Gifts or Gratuities:** Party shall not give title or possession of any thing of substantial value (including property, currency, travel and/or education programs) to any officer or employee of the State during the term of this Agreement.
- 17. Copies:** All written reports prepared under this Agreement will be printed using both sides of the paper.
- 18. Certification Regarding Debarment:** Party certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, neither Party nor Party's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in federal programs, or programs supported in whole or in part by federal funds.
- Party further certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, Party is not presently debarred, suspended, nor named on the State's debarment list at:
<http://bgs.vermont.gov/purchasing/debarment>
- 19. Certification Regarding Use of State Funds:** In the case that Party is an employer and this Agreement is a State Funded Grant in excess of \$1,001, Party certifies that none of these State funds will be used to interfere with or restrain the exercise of Party's employee's rights with respect to unionization.
- 20. Internal Controls:** In the case that this Agreement is an award that is funded in whole or in part by Federal funds, in accordance with 2 CFR Part II, §200.303, the Party must establish and maintain effective internal control over the Federal award to provide reasonable assurance that the Party is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the award. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States and the "Internal Control Integrated Framework", issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).
- 21. Mandatory Disclosures:** In the case that this Agreement is an award funded in whole or in part by Federal funds, in accordance with 2CFR Part II, §200.113, Party must disclose, in a timely manner, in writing to the State, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures may result in the imposition of sanctions which may include disallowance of costs incurred, withholding of payments, termination of the Agreement, suspension/debarment, etc.
- 22. Conflict of Interest:** Party must disclose in writing any potential conflict of interest in accordance with Uniform Guidance §200.112, Bulletin 5 Section IX and Bulletin 3.5 Section IV.B.

This amendment consists of 10 pages. Except as modified by this amendment and any previous amendments, all provisions of this contract, (#27379) dated September 25, 2014 shall remain unchanged and in full force and effect.

By the STATE OF VERMONT

By the CONTRACTOR

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