

AMENDMENT

It is agreed between the State of Vermont, Department of Vermont Health Access (hereinafter called "State") and Chittenden County Regional Planning Commission (hereinafter called "Contractor") with principal place of business in Winooski, VT that the contract dated April 1, 2016 is to be amended December 1, 2016 as follows:

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

- 4. Contract Term. The period of Contractor's performance shall begin on **April 1, 2016** and end on **June 30, 2017.****

Work performed between **December 1, 2016** and the signing or execution of this amendment that is in conformity with Attachment A shall 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.

- 2. Attachment A: By replacing in its entirety with the following revised version:**

ATTACHMENT A SCOPE OF WORK TO BE PERFORMED

The Contractor will provide services to the State in furtherance of its work under the SIM Grant. As a representative and fiscal agent responsible for the work of the Chittenden County Opiate alliance, Contractor will support the Chittenden County Opiate Alliance to ensure the successful implementation and testing of its integrated community-wide system of care focusing on opiate treatment.

I. Scope of Work:

The Contractor will engage in the following project activities:

A. Activity 1: Adopt Collective Impact Approach and Chittenden County Opiate Alliance Structure

a. Activity 1a: Formalize Collaborative Structure

The Alliance will organize and align the disparate efforts to address our community's opioid crisis under one structure. A Steering Committee of executive leaders (or their designees with decision-making authority) from the partner organizations and community members with experience with opioid addiction and its consequences will be formed. The Steering Committee will:

- Guide vision and strategy with active decision-making
- Build public will and seek commitment of resources including staff time and funding

- Hold partner organizations accountable
 - Identify and advocate for policy changes.
- b. Activity 1b: Initiate Action Teams based on identified barriers
- The Alliance is unique in the level of commitment from key state and local government and non-profit leaders, and the broad scope of this initiative. For the first time, a comprehensive approach at this level will be put forward in Chittenden County. Action teams will include content experts, data analysts, and community members working on specific strategies to reduce the opiate burden. Some Action Teams already exist and will continue implementing their plans under this new structure; other existing groups may require an explicit opiate focus to align with a specific strategy under the overall plan (e.g. the Chittenden County Adult Local Interagency Team may function for 1 meeting/month as a rapid response team). Action Teams will meet routinely and will:
- Be accountable to the Steering Committee
 - Implement strategies in collaborative and mutually reinforcing ways
 - Elevate systems issues/barriers to achieving impact to Steering Committee as needed
 - Use shared data infrastructure
 - Prepare performance metrics, data trends and recommendations for quarterly Steering Committee meetings
- c. Activity 1c: All partners agree to an overarching commitment to collect, analyze and use data to inform the work of the Alliance.

B. Activity 2: Implement Collective Impact Approach to Address the Burden of Opiates

- a. Activity 2a: The inclusion of dedicated backbone staff will be critical to the success of this initiative. Hiring and supporting these staff is a key activity of this initiative and is intricately linked with all components of Activities 1 and 3. As outlined in by the Collective Impact Framework, the backbone functions to:
- Build key relationships and trust across members of the alliance
 - Facilitate, mobilize, and coordinate the day-to-day behind the scenes
 - Provide consistent, clear communication to all partners
 - Compile data from multiple sources
 - Support the Steering Committee and action teams by looking for trends or themes across data sources and workgroups
 - Data Analyst/Manager may work with partner organizations to expand on existing data or develop new data systems/analysis
 - Project Director ideally has skills or experience with Collective Impact and CompStat or stat-like frameworks
- b. Activity 2b: Convene and implement Action Teams to address barriers as identified in needs portion of this proposal. Action Teams will be supported by the Steering Committee to focus on evidence-based and promising practices that require integration across sectors that was previously challenges by the lack of this alliance.

C. Activity 3: Measure Reduction in Opiate-Related Burden in Chittenden County

- a. Activity 3a: Determine lead data analysts and managers from each partner organization who can participate in collaborative conversation about true gaps in data. This will involve broadening the understanding of relevant data to include information from all participating partners.
- b. Activity 3b: Identify barriers to understanding that can be addressed by improved data infrastructure. This will require targeted discussion of the needs/barriers and prioritization of questions that need to be answered. To date, this conversation has been limited to, “We need more data” and this activity aims to move to a more concrete and focused conversation that can support shared data infrastructure and understanding to ensure appropriate implementation of strategies.
- c. Activity 3c: Improve the data infrastructure. This may require investment in additional technological solutions and will be informed by activities 3a and 3b.

D. Activity 4: Outcomes & Evaluation

The Alliance will conduct quantitative and qualitative evaluation of the outcomes and sustainability in the three major areas listed below:

- a. How much will you do?
 - # of partners participating in the Steering Committee
 - # of partners participating in Action Teams
 - # of meetings of the Steering Committee and Action Teams
 - hours invested by partners in meetings of the Steering Committee and Action Teams
 - Hours invested by backbone staff
 - hours of trainings on Collective Impact
 - # of actions initiated by the Steering Committee and/or Action Teams
- b. How will you measure how well you do it?
 - Trust and confidence in the Steering Committee, Action Teams, and staff
 - % of stakeholders actively participating
 - Dollar and value of resources from partners being invested through this coordinated, aligned response
 - Refine and add as appropriate outcome indicators, # of indicators
- c. How will you know if anyone is better off?
 - Percent of persons age 12 and older who misused a prescription pain reliever in the past year
 - Rate of Emergency Department visits for heroin overdose syndrome per 10,000 Vermonters
 - Number of accidental (non-suicide) drug deaths involving prescription opioids
 - Number of accidental (non-suicide) drug deaths involving heroin
 - Number of accidental (non-suicide) drug deaths involving fentanyl
 - Increased efficiency of the system’s alignment (shorter wait times; increasing housing options; individual program performance measures of partners)

Beyond these identified measures, there is recognition that some of the measures must be determined by the Alliance as it begins to work together under this new structure and refine the details of its shared approach. Population outcome data already identified is noted here: <http://healthvermont.gov/adap/dashboard/opioids.aspx>

II. Project Timeline and Deliverables:

CHITTENDEN COUNTY OPIATE ALLIANCE PROJECT TIMELINE:

Date Range	Deliverables
April 2016 – June 2017	<ul style="list-style-type: none"> • Convene Steering Committee quarterly during this date range; • Develop position descriptions and hire backbone staff; identify the public “Chair(s)” of the Alliance; • Orient all Action Teams to Collective Impact approach and responsibilities to the collective; • Each month, facilitate process of teambuilding to build relationships <i>and</i> get everyone on the same page, build agreement on language of shared agenda and increase awareness as needed of how collective impact works.
May 2016 – June 2017	<ul style="list-style-type: none"> • Develop metrics collection and analysis process and product by 9/30/16; • Development of action plan with specific performance measures by 9/30/16; • Convene Steering Committee once a quarter (twice between May 2016- June 2017).
September 2016 – June 2017	<ul style="list-style-type: none"> • Develop timelines for monitoring and evaluation of both outcomes and how the process of working collectively is going by 9/30/16. • Convene Steering Committee once during this date range. • Provide final report of the project within 30 days of end of this agreement.
Ongoing	<ul style="list-style-type: none"> • Action Team implementation activities to be determined as they develop ideas for action. • Provide monthly reports with invoices. The monthly reports shall include information regarding the progress made towards deliverables and include outcomes and evaluation information.

III. 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	Forest Cohen
Phone #:	802-241-0252	802-505-5137	802-846-4490
E-mail:	karen.sinor@vermont.gov	georgia.maheras@vermont.gov	fcohen@ccrpcvt.org

IV. 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	Forest Cohen
Address	NOB 1 South, 280 State Drive Waterbury, VT 05671	110 West Canal Street, Suite 202 Winooski, VT 05404
Email	AHS.DVHAlegal@vermont.gov	fcohen@ccrpcvt.org

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.

VIII. 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.

IX. Subcontractor Requirements:

Per Attachment C, Section 19, 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
Business Office, Contracting Unit
Department of Vermont Health Access
Karen.Sinor@vermont.gov

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.

3. 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 December 1, 2016 and the signing or execution of this agreement 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.
2. The maximum amount payable under this contract for services and expenses shall not exceed \$100,000.
3. Invoices shall be based on the scope of work and deliverables in Attachment A, as well as the following budget table:

Budget

Contract Period Beginning 04/01/2016 ending 6/30/2017

Budget Category	Summary of Work	Total
Personnel	Portion of backbone staff salary: Cathy Aikman – Opioid Alliance Project Director and Opioid Alliance Data Manager	\$61,305
Fringe	Portion of backbone staff fringe/benefits for the Project Director and Data Manager	\$30,915
Equipment/Software	Project Director and Data Manager office equipment and usage, including: computer hardware, software, communications, network access, and network protection	\$6,250
Other Direct Costs	To support collective impact training, action team activities, care coordination, and case management as needed	\$1,530
Direct		\$100,000
Indirect		\$0
Total		\$100,000

4. No benefits or insurance will be reimbursed by the State.
5. **Travel.** Contractor’s payments are inclusive of all travel costs. No travel expenses are separately reimbursable under this contract.
6. **Significance of Federal Monies.** Both parties recognize the significance of the federal grant funding for this project. More specifically, both parties recognize the limitations of funding because of the use of federal grant monies. Both parties agree to comply with the terms and conditions under 45 C.F.R. § 75. and to seek Federal guidance if agreement cannot be reached regarding allowable costs. The State will only reimburse the Contractor for allowable costs under 45 C.F.R. § 75 and State Innovation Model Testing Awards.
7. **Invoices.** All requests for reimbursements shall be made using the Invoice – Contract/Grant Agreements form attached, see Appendix I – Required Forms in the Base agreement, 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.

Payments and/or reimbursement for approved expenses shall only be issued after all supporting documentation and receipts are received and accepted by the State. The Contractor shall submit each invoice along with the paid subcontractor invoice as supporting documentation for all reimbursed payments.

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 and Grants Administrator
Business Office, Contracting Unit

Department of Vermont Health Access
Karen.Sinor@vermont.gov

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This amendment consists of 8 pages. Except as modified by this amendment and any previous amendments, all provisions of this contract #31697, dated April 1, 2016, shall remain unchanged and in full force and effect.

By the STATE OF VERMONT:

By the CONTRACTOR:

Cory Gustafson, Commissioner Date
Department of Vermont Health Access (DVHA)
NOB 1 South, 280 State Drive
Waterbury, VT 05671
Phone: 802-241-0246
Email: Cory.Gustafson@vermont.gov

Christopher Roy, Chair Date
Chittenden County Regional Planning Commission
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