AMENDMENT

It is agreed between the State of Vermont, Department of Vermont Health Access (hereinafter called "State") and University of Vermont Medical Center, Inc. (hereinafter called "Contractor") with principal place of business in Colchester, VT that the contract dated December 22, 2014 is to be amended January 1, 2016 as follows:

- 1. By striking out on page 1, item #3, of the Base agreement and substituting in lieu thereof:
- 3. <u>Maximum Amount</u>. 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 \$4,859,340.

Work performed between January 1, 2016 (retroactive date) and the signing or execution of this agreement that is in conformity with Attachment A may be billed under this agreement.

- 2. By striking out on page 1, item #4, of the Base agreement and substituting in lieu thereof:
- 4. <u>Contract Term</u>. The period of Contractor's performance shall begin on **December 22, 2014** and end on **December 31, 2016**.
 - 3. By striking out on page 2, item #8, of the Base agreement and substituting in lieu thereof:
- 8. Attachments. This contract consists of 29 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 D - Modification of Customary Provisions of Attachment C

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 D Modification of Customary Provisions of Attachment C
- 3). Attachment C Standard State Provisions: For Grants and Contracts
- 4). Attachment A Scope of Work to be Performed
- 5). Attachment B Payment Provisions
- 6). Attachment E Business Associate Agreement
- 7). Attachment F Standard State Provisions: AHS Customary Contract Provisions
- 8). Appendix I Required Forms
- 4. Attachment A: By replacing in its entirety with the following revised version:

PAGE 2 OF 15 AMENDMENT #2 CONTRACT # 28242

ATTACHMENT A SCOPE OF WORK TO BE PERFORMED

I. Background:

The Vermont Health Care Innovation Project (VCHIP) Core Team approved funding to support medical leadership, quality improvement training/support, analytics and data, and clinical facilitation to benefit Vermont's Accountable Care Organizations (ACOs). The Contractor will perform these tasks through its ACO, OneCare Vermont Accountable Care Organization, LLC (OneCare) and will provide funding to OneCare through these grant funds.

II. Scope of Work:

The Contractor will support the development of OneCare's capacity to collect, analyze and use data for targeted health care performance improvement collaboratives that are consistent with the goals established by the OneCare's Clinical Advisory Board.

III. Deliverables:

- A. Contractor shall perform the following activities according to the timeline below in this Attachment of this agreement:
 - Further existing Regional Clinical Performance Committees (RCPCs) efforts towards creating innovative, reliable and evidenced based population health strategies in Vermont. OneCare will carry out the priorities set forth by OneCare's Clinical Advisory Board (CAB) and provide for a multi-HSA governance structure for quality performance improvement in HSAs where OneCare has a participation contract with the local hospital ("Primary RCPC").
 - a) The Contractor, through OneCare, for each Primary RCPC will invite the following stakeholders to participate in each RCPC:
 - i. Leaders from the CAB;
 - ii. Clinical and Quality Improvement experts from local or referring hospital systems;
 - Representation from care coordination entities (e.g., Blueprint Community Health Teams, commercial payers, Support and Services at Home (SASH));
 - iv. Continuum of care providers (home health, skilled nursing, hospice, designated agencies etc.);
 - v. Content experts (pediatric mental health, palliative care, chronic care etc.);
 - vi. State agencies that serve the populations (e.g., Vermont Chronic Care Initiative (VCCI) and Integrated Family Services (IFS));
 - vii. Representation from the Federally Qualified Health Centers (FQHCs) and Rural Health Centers (RHCs)- affiliated with both OneCare Vermont and Community Health Accountable Care; and
 - viii. Other Accountable Care Organization (ACO) network providers from Community Health Accountable Care (CHAC) and Accountable Care Coalitions of the Green Mountains/Vermont Collaborative Physicians (ACCGM/VCP).
 - b) In HSAs where OneCare does not have a participation agreement with the local hospital, OneCare will participate in the HSA RCPC as an "other accountable care organization" OneCare may, at its option, for a RCPC where it has significant beneficiary/ member attribution, but no hospital participation contract, assume Primary RCPC responsibility after providing the State notice.
 - 2. Facilitate each Primary RCPC's development of Infrastructure and competency to conduct continuum of care root cause analysis on quality, utilization and experience measures.
 - 3. Identify, train and deploy local providers to serve as part-time Regional Clinician Representatives (RCRs), one in each Primary RCPC. Each RCR is expected to facilitate/guide the RCPC in his/her HSA and to lead clinical performance improvement initiatives.

- 4. Deploy Clinical Consultants to Primary RCPC, to provide training and facilitate clinical performance improvement efforts that are consistent with the goals established by the OneCare Clinical Advisory Board.
- 5. Provide data analytic support to Primary RCPC by developing reports they request (to the extent that is consistent with data policies and Data Use Agreements) to be used to support local learning and health system improvement within each region.
- 6. Leverage personnel and quality improvement training capabilities of the University of Vermont Medical Center Jeffords Institute for Quality and Operational Effectiveness and Dartmouth Hitchcock's Value Institute.
- 7. Follow recognized Quality Performance Improvement methods: Plan-Do-Study-Act (PDSA) and Standardize-Do-Study-Act (SDSA).
- 8. Assess and track progress to the quality measurement goals as reflected in the tables below:

VHCIP
2016 Proposed Learning Collaborative Schedule

•				2015	<u>.</u>					20	16		7	\		
Deliverable/Milestona	Status	Start	End	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	oct	иον	DEC
2016 Learning Collaboralive Planning]									4-016		
Clinical Priority Selection (informed by data)	To Do	12/1/2015	1													
Review of the data	To Do	12/1/2015														
Statewide learns galiter to review results and select priorilles	To Do	1/1/2018	1/31/2016	l'							,,,,,,					
Planning for Onsite Learning Collaborative Session 1	To Do	2/1/2016	4/15/2016					1.24.03		,			1			,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
Identify focus (change needed)	To Do	2/1/2016	2/29/2016	A. C.	1]			
Identify teams and stakeholders	To Do	2/1/2016	2/29/2018				,				i'		Ĭ			1
identily resources; education, training, facilitators, speakers	To Do	2/1/2016	4/15/2016		- A- 0.			****			1		·			1
Develop change packets:	To Do	2/1/2016	4/15/2016			******		به المالية الم				committee about a		PER MEN AND		
2016 Learning Collaborative implementation					*******	~ ~	Common 24		5,4 50	. "				7		1
Collaborative (informed by data)	To Do	4/15/2016	5/20/2016		Ī		internation.			******	r.a.e.	~*****				
Kick Off. Statewide teams gallier	To Do	4/15/2016	5/20/2016			~~~~		ARTES			<u> </u>		~~~~	+		
PDSA Track 1	To Do	5/20/2016	7/20/2016	 									14-27			
Plan: Identification of projects to implement (data collection)	To Do	5/20/2018	5/31/2015	····		~	Aird Call All Say	resistant.		-	-		-7***	•		·
Do: Implementation of project chosen	To Do	6/20/2016	7/20/2016													1
Sludy: Monitor and track results, Identify Improvements	To Do	5/20/2016	7/20/2016	1. 7, 13, 1.4. 4				ALC 1 - 5 13								
Act: Review the actionable results	To Do	5/20/2016	7/20/2016										-	,		-mer 301 c
Collaborative : Remaining Action Periods	To Do	7/20/2016	11/30/2016						-1		e.umes i			~~~~		h
Sóssion 2	To Do	7/20/2016	8/20/2016													
POSA	To Do	8/20/2016	10/20/2016			<u> </u>										
Session 3	To Do	10/20/2016	11/20/2016											دسردیت ت	-,	
2016 Learning Collaborative Evaluation	***************************************			A SHIP HARTY			***	*****			*****	*******				;; ~·!
Statewide Review	To Do	11/20/2016	12/30/2016						;					corre	~,	}~~~
Review of data and 2017 (yepsiling (informed by data)	To Do		12/30/2016											<u>`</u>		
	- Caronioninasi		·	ļ			98,50,000				~~~		·~=:x	Caraci	·	·
		····				********	*****						443538	E 191		

				· · · · · · · · · · · · · · · · · · ·		20	14			2015		
#	Deliverable/Milestone	Start Date	Due Date	Duration (days)	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
1	Planning for Learning Collaboratives			<u> </u>		1			4			
2	Document the Alm (goals)	12/1/2014	3/2/2015	90		-		÷ 18				
3	Identify measures of success	12/1/2014	3/2/2015	90	-				1,300			
4	Identify anticipated changes	12/1/2014	3/2/2015	90		\vdash						
5	Identify team: physician champions and clinical and quality team, contacts in medical homes	12/1/2014 .	3/2/2015	90								
6	Identify resources: education, training, facilitators	12/1/2014	3/2/2015	90								
7	Develop training materials	12/1/2014	3/2/2015	90			 	*				
8	Identify Pilot Sites	12/1/2014	3/2/2015	90	· · · · ·		,			_		
9	Identify stakeholders	12/1/2014	3/2/2015	90	-		; i ;			_		
10	Identify Owners of each process improvement	12/1/2014	3/2/2015	90			÷					
11	Create implementation plan and schedule	12/1/2014	3/2/2015	90		_	_					
12	Create communication plan (with status updates)	12/1/2014	3/2/2015	90	-							ļ
13	Implementation of Learning Collaboratives	12/1/2014	3/2/2013	50				<u> </u>			 []	4. 31.4.1
14		3/3/2015	10/20/2015	240		 		ļ				£ (.
	Planning (Plan)	· · · · · · · · · · · · · · · · · · ·	10/29/2015				·				10 h	$\frac{(S_1)^{-1}}{F_1^{-1}}$
15	Distribute projects	3/3/2015	10/29/2015	240	·							144 . 111 . 2
16	Assemble and prepare teams for the implementation phase	3/3/2015	10/29/2015	240								
17	Implementation (Do)	3/3/2015	10/29/2015	240								
18	Team engaged and carrying out the plan	3/3/2015	10/29/2015	240	-		-				7 12	
19	Meetings and status reported	3/3/2015	10/29/2015	240	-			_		Y.M		14. F
20	Identify risks and issues and resolving	3/3/2015	10/29/2015	240						1		
21	Following communication plan	3/3/2015	10/29/2015	240								
22	Monitoring and Controlling (Study)	3/3/2015	10/29/2015	240					2.5	7		
23	Reviewing quantitative and qualitative data	3/3/2015	10/29/2015	240		-			30 L		30 (3) (3) (3)	7
24	Review lessons learned and identify improvements	3/3/2015	10/29/2015	240		-					9 25 2 25 3 23	
25	Continue with communication and execution of tasks	3/3/2015	10/29/2015	240								
26	Closing - (Act)	3/3/2015	10/29/2015	240					1		7.2	
27	Review pilot results	3/3/2015	10/29/2015	240		· ·			1 7 7 1 7 1 2 7 1	10.50		
28	Evaluate for implementation beyond pilot	3/3/2015	10/29/2015	240						Ţ-1,2,7	7	
29	Statewide Review for Learning Collaboratives	11/1/2014	12/1/2014	30				~~~	**			4111
30	Review results of Initiatives by HSA	11/1/2014	12/1/2014	30				*******				18
31	Design additional sprints and start planning for improvements to prior sprints	11/1/2014	12/1/2014	30					********			
32	Continuous process improvement cycle	11/1/2014	12/1/2014	30		Т						
33	Establish mechanisms to sustain the Improvements	11/1/2014	12/1/2014	30					<u></u>			97.3
34	Create local and ACO wide policies and procedures "best practices"	11/1/2014	12/1/2014	30								
35	Monitor to make sure the activities becomes routinized	11/1/2014	12/1/2014	30								
36	Continuously review the practices to make sure that they don't need to be changed	11/1/2014	12/1/2014	30								

IV. Monthly Reporting:

- A. The Contractor shall participate in a conference call each month with the State of Vermont regarding this work. The purpose of these calls is to discuss administrative and project issues as they arise.
 - More frequent calls may be needed during active periods of the project. The Contractor shall
 participate in all such calls as requested by the State. The State and Contractor shall determine a
 reasonable level of participation in such calls.
- B. The Contractor shall submit monthly progress reports outlining all work accomplished during the previous month. The reports should be concise and in a simple format (e.g., bulleted list) approved by the State of Vermont.
 - 1. At a minimum, monthly progress reports shall cover the following items:
 - I. Activities related to consultation and support related to each task supported by this contract;
 - II. Activities planned for the forthcoming month;
 - III. Contractor's expectations of the State staff during the forthcoming month (e.g., review of deliverables submitted, deliver of data, or other items);
 - IV. Any problems or delays encountered or foreseeable that may affect contract performance;
 - V. Budget discrepancies greater than ten percent, i.e., cost overruns or underruns.
 - 2. These reports are to be submitted electronically to the VHCIP Project Director within five business days after the end of the month. These monthly progress reports shall be consistent with the work billed on the monthly invoices.
- C. The Contractor shall provide reports to the VHCIP Core Team, Work Groups and/or Steering Committee regarding the progress of this work as requested by the VHCIP Project Director.

V. Performance Expectations:

No work shall be undertaken or reimbursed pursuant to this Agreement, other than obligations specifically set forth in Attachment A. Attachment A contains specific deliverables, due dates and performance measures, and shall serve as the basis for quality assurance and a means for monitoring the contractor's performance throughout the duration of this contract. Request to modify scope of work, as setforth in Attachement A must be sent to the state's designated representative. The State's designated representative is:

Sarah Kinsler Senior Health Policy Analyst, DVHA sarah kinsler@vermont.gov 802-798-2244

The Contractor shall provide a single point of contact who will manage all aspects of the contract including the assignment of qualified personnel to perform the work outlined herein. The Contractor's single point of contact is:

Vicki Loner
OneCare Vermont
Accountable Care Organization LLC
802-847-7220
Victoria,Loner@uvmhealth.org

The Contractor accepts full responsibility for any personnel assigned to perform the work herein. It is understood that the State will provide minimal oversight of personnel assigned to this contract.

VI. Contract Administration Data — Key Personnel (See Attachment B for key personnel list):

The key personnel specified in this contract are considered to be essential to work performance under this Agreement. At least 30 days prior to diverting any of the specified individuals to other programs or contracts (or as soon as possible, if an individual must be replaced, for example, as a result of leaving the employ of the Contractor), the Contractor shall notify the Contracting Officer and shall submit comprehensive justification for the diversion or replacement request (including proposed substitutions for key personnel) to permit evaluation by the State of the impact on performance under this contract. The Contractor shall not divert or otherwise replace any key personnel without the written consent of the Contracting Officer. The State may modify the contract to add or delete key personnel at the request of the contractor or Federal government.

VII. The Contacts for this Award are as Follows:

	State Fiscal Manager	State Program Manager	For the Contractor
Name:	Leah Korce	Sarah Kinsler	Vicki Loner
Phone #:	802-878-7981	802-798-2244	(802) 847-6255
É-mail:	leah.korce@vermont.gov	sarah.kinsler@vermont.gov	Victoria.Loner@uvmhealth.org

VIII. 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 o the following persons as representative of the parties:

	State Representative	Contractor
Name	Office of General Counsel	Vicki Loner
Address	312 Hurricane Lane, Suite 201 Williston, VT 05495	111 Colchester Avenue Burlington, VT 05401
Email	Howard.Pallotta@vermont.gov	Victoria.Loner@uvmhealth.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.

IX. DVHA Monitoring of Contract:

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

X. 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 Request for Approval to Subcontract 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 Request for Approval to Subcontract Form, the State shall review and respond within five (5) business days. Under no circumstance shall the Contractor enter into a sub-agreement without prior authorization from the State. The Contractor shall submit the Request for Approval to Subcontract Form to:

STATE OF VERMONT STANDARD CONTRACT FOR PERSONAL SERVICES UNIVERSITY OF VERMONT MEDICAL CENTER, INC. PAGE 7 OF 15 AMENDMENT 2 CONTRACT #28242

Leah Korce, Grants Management Specialist Business Office, Contracting Unit Department of Vermont Health Access Leah.Korce@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.

The following subcontractors have been approved under this contract:

OneCare Vermont

356 Mountain View Drive Colchester, Vermont, 05446

Value Institute

Dartmouth-Hitchcock Medical Center One Medical Center Drive Lebanon, NH 03756

The James M. Jeffords Institute for Quality and Operational Effectiveness

University of Vermont Medical Center 111 Colchester Avenue 3urlington, VT 05401

Prior contract year(s) subcontractors included (included for prior year billing purposes):

Vermont Information Technology Leaders, Inc.

1 Mill Street, Suite 249 Burlington, VT 05401

Northern New England Accountable Care Collaborative

110 Free Street Portland, Maine 04101

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. The following provisions specifying payments are:

- 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 \$4,859,340
 - a. In December 2014 and October 2015, the State received federal approval for \$2,768,200.
 - b. In December 2015, the State sought federal approval for the time period January 1, 2016-June 30, 2016 in the amount of \$1,045,570. The Contractor may not begin work for that time period without written authorization from the State of Vermont. Approval for funding is contingent on CMMI authorization.
 - c. In Spring 2016, the State will seek federal approval for the time period of July 1, 2016-December 31, 2016 in the amount of \$1,045,570. Contractor may not begin work for that time period without written authorization from the State of Vermont. Approval for funding is contingent on CMMI authorization.
- 2. Contractor invoices shall be submitted quarterly or monthly, based on the following tables:

Payment Schedule

			lst Quarter			2nd Quarte	r		ord Quarte	7	4	th Quarte	r	
		Jan + 16	Feb - 16	Mar - 16	Apr + 16	May - 16	Jun - 16	Ju! - 16	Aug- 16	Sep - 16	Oct - 14	Noy • 16	Dec - 16	TOTAL
Ongoing development and initiation of statewide Clinical Advisory Board (CAB) and RCPC/UCC in Primary HSAs		The state of the s	•		*		,			•	•	•	•	
Deploy Regional Clinician Representatives in Primary HSAs	•										•	•		
Assess, track, and sustain Improvement efforts	•		•	•	•		•	*		•		•	•	
Facilitation of statewide learning collaboratives aimed at meeting clinical improvement targets Develop protocols and project plans	•		•	* •	•	•	,	•	•		•	•	•	
for Improvement targets	\$1,945,425	162,119	162,119	162,119	162,119	162,119	162,119	162,119	162,119	162,119	162,119	162,119	162,119	1,945,425
General Overhead	\$ 145,715	102,119	12,143	12,143	12,143	12,143	12,143	12,143	12,143	12,143	12,143	12,143	12,143	145,715
TOTAL PAYMENTS	\$2,091,140	174,262	174,262	174,262	174,262	174,262	174,262	174,262	174,262	174,262	174,262	174,262	174,262	z,091,140

STRATEGY FOR REPORTING AND PAYMENT

	1	1st Quarte	r	(2nd Quarte	r .	3rd O	Luarter Ame	ended		4th Quarte	r Amended	J	
_	Dec - 14	Jan - 15	Feb - 15	Mar - 15	Apr · 15	May - 15	Jun 14	Jul - 15	Aug - 15	Sep - 14	Oct - 15	Nov - 15		TOTAL
GENERAL CONTINUOUS PAYMENTS Develop and initiate statewide Cijnical Advisory Board & Regional							7							
Clinical Performance Committees Assess, track, and sustain	•	•	•	*	*	. ♦.	•	•	* :	*	•	•	*	
improvement efforts Identify statewide clinical	•	•	•	*	•	•	•	•	*	•	, •	*	*	
Improvement targets Develop protocols and project plans		•	•	• .	•	•	,	•	•	٠	*	*	• .	
for Improvement targets	•	•	•	•	+	*		•	70.00	- 50 500	*	*	79,500	1,033,500
Second Out of	79,500	79,500	79,500	79,500	79,500	79,500	79,500	79,500	79,500	79,500	79,500	79,500		
General Overhead GENERAL CONTINUOUS PAYMENTS SUBTOTAL	88,710 88,210	8,710 88,210	113,229 1,146,729											
DISCRETE PAYMENTS														
Provide data analytic support for Regional Clinical Performance Committees (VIFL, Health Catalyst & Qilk Technologies as they are paid)	60,233	_		30,777			37,306	158,713	166,045	43,415	43,415	43,415	43,415	626,732
Contract with 14 Regional Clinician Representatives (each as they are contracted) Employ 6 Clinical and Quality	162,500			*		6,250		175,000					•	343,750
Consultants (each as they are employed) Regional Care Coordinator (Karen Pioaf at 75% as utilized for RCPC support)	382,500		•					76,500 4,781	, 4,781	4,781	4,781	4,781	4,781	459,000 28,688
omplete Medicald and Commercial Jata collection (upon completion)					,	150,000		-,,,,,,	•			.,,,,,,,	,,, 52	150,000
Training program to support Regional Clinical Performance Committees (Volue Inst & Jeffords os they are paid)	_			-	•	13,301								13,301
DISCRETE PAYMENTS SUBTOTAL	605,233	•	• '	30,777	•	169,551	37,306	414,99A	170,826	48,196	48,196	48,196	48,196	1,621,471
TOTAL BUDGET	693,443	88,210	88,210	118,987	88,210	257,761	125,516	503,204	259,036	136,406	136,406	135,406	136,406	2,768,200
ORIGINAL QUARTERLY BUDGET	(832,799			1,075,134]		442,634			 	417,634	
REVISED AMOUNT			869,863	Ĺ		464,959	<u> </u>		887,756				545,623.	

- a. Monthly payments shall be made in equal amounts for services provided under "General Continuous Payments".
- 3. The Key Personnel for this contract are:

Position Title	Name	
Manager - Quality and Care Coordination	Maura Crandall	
Senior Clinical Improvement and Compliance Specialist	Miriam Sheehey	
VP, Clinical, Network and Business Operations	Vicki Loner	· .
Chief Medical Officer	Norman Ward, MD	
Supervisor of Analytics	Rebecca Lindstrom	
Director of Analytics	Leah Fullem	

- 4. No benefits or insurance will be reimbursed by the State.
- 5. Contractor shall bill monthly for work performed each quarter. There are no monthly minimum or maximum payments. If Contractors doesn't do any work in a given month, the State does not incur any expense for that month, but will make quarterly payments when invoiced.
- 6. The Contractor may bill for travel related to this contract that has been expressly approved by the State in writing in advance of travel. The Contract will bill at the IRS approved rate for mileage and submit requests for out-of-state travel to the State for approval in writing.
- 7. Work conforming to the requirements of Attachment A that was performed on or after December 1, 2014, may be reimbursed under this agreement.
- 8. Invoices. All requests for reimbursements shall be made using the Invoice Contracts 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 quarterly. The State shall reimburse the Contractor for Subcontractor costs up to the total maximum amount of this agreement.

The Contractor shall submit each invoice along with the paid subcontractor invoice as supporting documentation for all reimbursed payments. The State shall reimburse the Contractor for Subcontractor costs up to the total maximum amount of this agreement.

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:

Leah Korce, Grants Management Specialist Business Office, Contracting Unit Department of Vermont Health Access Leah.Korce@vermont.gov

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

Appendix I – REQUIRED FORMS Invoice – Contract Agreements

Con	tractor:	<u></u>							7
	ress:	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		· <u>•····</u>				, , , , , , , , , , , , , , , , , , , ,	-
Stat				• • •		<u> </u>			
Zip (Code:				——————————————————————————————————————				_
			· · · · · · · · · · · · · · · · · · ·				-		
Invo	ice #:	1		<u> </u>					7
Date		· · · · · · · · · · · · · · · · · · ·		[AL-1.					
Cont	tract #:								-
Contractor Billin						Phone #	!:		
Signature:									
Date (if applicab	le)	Description o	f Deliverabl	les/Work Per	formed				Amount
							······································		
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									-
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							· ····································		<u></u>
			**************************************	Pr 					
			1		2.7		TC	Δ1:	

Remittance Address:

Bill to:

Business Office Department of Vermont Health Access 289 Hurricane Lane Williston, VT 05495

Appendix I - REQUIRED FORMS Request for Approval to Subcontract

	·		·	
Original Contractor Name:		UED NO.	Grantee #:	
Address:			Grantee #.	
		~~~ · · · · · · · · · · · · · · · · · ·		
Phone Number:				
Contact Person:	,			
Agreement #:			Signature:	
Subcontractor Name:		,	A Company of the Comp	
Address:				
Phone Number:				
Contact Person:				
Scope of Subcontracted Services:	•			

Is any portion of the work being (Note to Business Office: If Yes,	-			
			approvar until reviewed with mance & lyight)	
Dollar Amount of	_		approvar until reviewed with Finance & Mignity	
Subcontracted Services:	\$			
	\$ Start:	End:		
Subcontracted Services: Date Range for Subcontracted Services:	Start:	End:		· · · · · · · · · · · · · · · · · · ·
Subcontracted Services: Date Range for Subcontracted Services: DVHA Program Manager:	Start:	End:		· · · · · · · · · · · · · · · · · · ·
Subcontracted Services: Date Range for Subcontracted Services:	Start:	End:	Signature:	
Subcontracted Services: Date Range for Subcontracted Services: DVHA Program Manager:	Start:	End:	Signature:	
Subcontracted Services: Date Range for Subcontracted Services: DVHA Program Manager:	Start:	End:	Signature:	

Language to be included from State of Vermont Bulletin 3.5 in all subcontracting agreements:

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.

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.

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 falled 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.

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.

Sub-Agreements: Party shall not assign, subcontract or subgrant the performance of his Agreement or any portion thereof to any other Party without the prior written approval of the State. Party also agrees to include in subcontract or subgrant agreements a tax certification in accordance with paragraph 13 above.

Notwithstanding the foregoing, the State agrees that the Party may assign this agreement, including all of the Party's rights and obligations hereunder, to any successor in interest to the Party arising out of the sale of or reorganization of the Party.

STATE OF VERMONT
STANDARD CONTRACT FOR PERSONAL SERVICES
UNIVERSITY OF VERMONT MEDICAL CENTER, INC.

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AMENDMENT 2
CONTRACT #28242

Appendix I – REQUIRED FORMS TRAVEL AND EXPENSE FORM

We the undersigned do hereby certify under that the reported information is accurate to the best of our knowledge and that all requests for services and expenses were incurred while performing work for the State of Vermont. The expenses I am requesting reimbursement for are in compliance with the State of Vermont Allowable Rates and Per Diems. The State reserves the right to withhold payment if the State does not receive required documentation and receipts.

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Current State Reimbursement Rates: http://humanresources.vermont.gov/salary/compensation/expense_reimbursement

Bulletin 3.4: http://aoa.vermont.gov/sites/aoa/files/pdf/AOA-Bulletin 3 4.pdf

This amendment consists of 15 pages. Except as modified by this amendment and any previous amendments, all provisions of this contract #28242 dated December 22, 2014 shall remain unchanged and in full force and effect.

By the STATE OF VERMONT

By the CONTRACTOR

Steven Costantino, Commissioner Date 312 Hurricane Lane, Suite 201 Williston, VT 05495-2087

Phone: 802-879-5901

Email: steven.costantino@vermont.gov

John Brumsted, CEO Date
University of Vermont Medical Center, Inc.
111 Colchester Avenue

Phone: 802-847*1124

Email: john.brumsted@vtmednet.org