

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. 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 \$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. Contract Term. 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:

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:

1. 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;
 - iii. 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.

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.
1. 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 set forth in Attachment 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:

	<u>State Fiscal Manager</u>	<u>State Program Manager</u>	<u>For the Contractor</u>
Name:	Leah Korce	Sarah Kinsler	Vicki Loner
Phone #:	802-878-7981	802-798-2244	(802) 847-6255
E-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 to 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:

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
Burlington, 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:

STRATEGY FOR REPORTING AND PAYMENT

	1st Quarter			2nd Quarter			3rd Quarter Amended			4th Quarter Amended				TOTAL
	Dec - 14	Jan - 15	Feb - 15	Mar - 15	Apr - 15	May - 15	Jun - 14	Jul - 15	Aug - 15	Sep - 14	Oct - 15	Nov - 15	Dec - 15	
GENERAL CONTINUOUS PAYMENTS														
Develop and initiate statewide Clinical Advisory Board & Regional Clinical Performance Committees	*	*	*	*	*	*	*	*	*	*	*	*	*	
Assess, track, and sustain improvement efforts	*	*	*	*	*	*	*	*	*	*	*	*	*	
Identify statewide clinical improvement targets	*	*	*	*	*	*	*	*	*	*	*	*	*	
Develop protocols and project plans for improvement targets	*	*	*	*	*	*	*	*	*	*	*	*	*	
	79,500	79,500	79,500	79,500	79,500	79,500	79,500	79,500	79,500	79,500	79,500	79,500	79,500	1,033,500
General Overhead	8,710	8,710	8,710	8,710	8,710	8,710	8,710	8,710	8,710	8,710	8,710	8,710	8,710	113,229
GENERAL CONTINUOUS PAYMENTS SUBTOTAL	88,210	88,210	88,210	88,210	88,210	88,210	88,210	88,210	88,210	88,210	88,210	88,210	88,210	1,146,729
DISCRETE PAYMENTS														
Provide data analytic support for Regional Clinical Performance Committees (VITL, Health Catalyst & Qlik 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)	162,500	-	-	-	-	6,250	-	175,000	-	-	-	-	-	343,750
Employ 6 Clinical and Quality Consultants (each as they are employed)	382,500	-	-	-	-	-	-	76,500	-	-	-	-	-	459,000
Regional Care Coordinator (Karen Ploof at 75% as utilized for RCPC support)	-	-	-	-	-	-	-	4,781	4,781	4,781	4,781	4,781	4,781	28,688
Complete Medicaid and Commercial Data collection (upon completion)	-	-	-	-	-	150,000	-	-	-	-	-	-	-	150,000
Training program to support Regional Clinical Performance Committees (Value Inst & Jeffords as they are paid)	-	-	-	-	-	13,301	-	-	-	-	-	-	-	13,301
DISCRETE PAYMENTS SUBTOTAL	605,233	-	-	30,777	-	169,551	37,306	414,994	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	136,406	136,406	2,768,200
ORIGINAL QUARTERLY BUDGET			832,799			1,075,134			442,634					417,634
REVISED AMOUNT			869,863			464,959			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

Contractor:	
Address:	
State:	
Zip Code:	

Invoice #:	
Date:	
Contract #:	

Contractor Billing Contact: _____ Phone #: _____

Signature: _____

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

Remittance Address:

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

**Appendix I – REQUIRED FORMS
Request for Approval to Subcontract**

Date of Request: _____

Original Contractor Name:	_____	Grantee #:	_____
Address:	_____		
Phone Number:	_____		
Contact Person:	_____		
Agreement #:	_____	Signature:	_____

Subcontractor Name: _____

Address: _____

Phone Number: _____

Contact Person: _____

Scope of Subcontracted Services: _____

Is any portion of the work being outsourced outside of the United States? YES NO
(Note to Business Office: If Yes, do not proceed further with approval until reviewed with Finance & Mgmt)

Dollar Amount of Subcontracted Services: \$ _____

Date Range for Subcontracted Services: Start: _____ End: _____

DVHA Program Manager:	_____	Signature:	_____
Phone Number:	_____		

Business Office Review

Comments: _____

Approval: _____ Title: _____ Date: _____

Required: Contractor cannot subcontract until they receive this signed approval from the State of Vermont.

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 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.

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.

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