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, 2017 as follows:

- 1. By striking out on page 1, item #3, of the Base agreement and as amended by Amendment #3, 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 \$6,359,340.
 - 2. By striking out on page 1, item #4, of the Base agreement and as amended by Amendment #3, 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 **June 30, 2017**.

Work performed between <u>January 1, 2017</u> and the signing or execution of this amendment that is in conformity with Attachment A shall be billed under this agreement.

This amended agreement has an effective date that is an earlier date than the date on which it is signed by the parties. The effective date of this amended agreement shall be January 1, 2017 and end on June 30, 2017. All terms and conditions described in this amended agreement shall apply to any and all services performed for or on behalf of the State. The Contractor agrees that by submitting invoices, bills, or otherwise seeking compensation for services performed prior to the finalization of this amended agreement or signing of this amended agreement, Contractor is agreeing to and reaffirming the application of all terms of this amended agreement 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 amended agreement. Contractor further agrees that these terms apply regardless of whether the work is accepted by the State, and regardless of whether payment is issued by the State to the Contractor for the work in question.

- 3. By striking out on page 2, item #8, of the Base agreement and as amended by Amendment #3, and substituting in lieu thereof:
- **8.** Attachments. This contract consists of 28 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, One Care Vermont Accountable Care Organization, LLC (One Care) and will provide funding to One Care through these grant funds.

II. Scope of Work:

The Contractor will support the development of One Care's capacity to collect, analyze and use data for targeted health care performance improvement collaboratives that are consistent with the goals established by the One Care'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 (Community Collaboratives) efforts towards
 creating innovative, reliable and evidenced based population health strategies in Vermont. One Care will
 carry out the priorities set forth by One Care's Clinical Advisory Board (CAB) and provide for a multi-HSA
 governance structure for quality performance improvement in HSAs where One Care has a participation
 contract with the local hospital ("Primary RCPC").
 - a) The Contractor, through One Care, 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 One Care does not have a participation agreement with the local hospital, One Care will participate in the HSA RCPC as an "other accountable care organization" One Care 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.
- 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						20	2016					
#	Deliverable/Milestone	Status	Start	End	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	ОСТ	NOV	DEC
	2016 Learning Collaborative Planning																
	Clinical Priority Selection (informed by data)	To Do	12/1/2015	1/31/2016													\neg
	Review of the data	To Do	12/1/2015	1/1/2016													
	Statewide teams gather to review results and select priorities	To Do	1/1/2016	1/31/2016													
	Planning for Onsite Learning Collaborative Session 1	To Do	2/1/2016	4/15/2016													
	Identify focus (change needed)	To Do	2/1/2016														
	Identify teams and stakeholders	To Do	2/1/2016	2/29/2016													
	Identify resources; education, training, facilitators, speakers	To Do	2/1/2016	4/15/2016													
	Develop change packets	To Do	2/1/2016	4/15/2016													
	2016 Learning Collaborative Implementation																
	Collaborative (informed by data)	To Do	4/15/2016														
	Kick Off: Statewide teams gather	To Do	4/15/2016		_										ш		
	PDSA Track 1	To Do	5/20/2016												ш		\square
	Plan: Identification of projects to implement (data collection)	To Do	5/20/2016		_										ш		\square
	Do: Implementation of project chosen	To Do	5/20/2016												ш		\square
	Study: Monitor and track results, identify improvements	To Do	5/20/2016												ш		ш
	Act: Review the actionable results	To Do	5/20/2016												ш		ш
	Collaborative : Remaining Action Periods	To Do		11/30/2016											ш		ш
	Session 2	To Do	7/20/2016		_												\square
	PDSA	To Do		10/20/2016	_												\square
	Session 3	To Do	10/20/2016	11/20/2016													\square
	2016 Learning Collaborative Evaluation																
	Statewide Review	To Do		12/30/2016	_							_		_	\sqcup		\square
	Review of data and 2017 preparing (informed by data)	To Do	11/20/2016	12/30/2016								_			\square		
												_			\square		\square
						\bot									\square		

						20	14			20	15	
#	Deliverable/Milestone	Start Date	Due Date	Duration (days)	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
1	Planning for Learning Collaboratives	Start Date	Due Date	(uays)								
2	Document the Aim (goals)	12/1/2014	3/2/2015	90								
3	Identify measures of success	12/1/2014	3/2/2015	90								
	·	12/1/2014	3/2/2015	90								
4	Identify anticipated changes Identify team: physician champions and clinical	12/1/2014	3/2/2015	90								
5	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								
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								
13	Implementation of Learning Collaboratives											
14	Planning (Plan)	3/3/2015	10/29/2015	240								
15	Distribute projects	3/3/2015	10/29/2015	240								
	Assemble and prepare teams for the	3/3/2015	10/29/2015	240								
16	implementation phase	3/3/2013	10/29/2013	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								
19	Meetings and status reported	3/3/2015	10/29/2015	240								
20	Identify risks and issues and resolving	3/3/2015	10/29/2015	240								
21	Following communication plan	3/3/2015	10/29/2015	240								
22	Monitoring and Controlling (Study)	3/3/2015	10/29/2015	240								
23	Reviewing quantitative and qualitative data	3/3/2015	10/29/2015	240								
24	Review lessons learned and identify improvements	3/3/2015	10/29/2015	240								
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								
27	Review pilot results	3/3/2015	10/29/2015	240								
28	Evaluate for implementation beyond pilot	3/3/2015	10/29/2015	240								
29	Statewide Review for Learning Collaboratives	11/1/2014	12/1/2014	30								
30	Review results of initiatives by HSA	11/1/2014	12/1/2014	30								
	Design additional sprints and start planning for	11/1/2014	12/1/2014	30								
31	improvements to prior sprints	11/1/2014	12/1/2014	30								
32	Continuous process improvement cycle	11/1/2014	12/1/2014	30								
33	Establish mechanisms to sustain the improvements	11/1/2014	12/1/2014	30								
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								

Deliverable/Milestone	Start	End	Jan	Feb	Mar	Apr	May	JUN
2017 Learning Collaborative Planning								
Clinical Priority Selection (informed by data)	1/1/2017	1/31/2017						
Review of the Data	1/1/2017	1/31/2017						
Statewide teams to gather to review results and select priorities	1/1/2017	1/31/2017						
Planning for Onsite Learning Collaborative Session 1	2/1/2017	4/15/2017						
Identify focus (change needed)	2/1/2017	2/29/2017						
Identify teams and stakeholders	2/1/2017	2/29/2017						
Identify resources; education, training, facilitators, speakers	2/1/2017	4/15/2017						
Develop change packets	2/1/2017	4/15/2017						
2017 Learning Collaborative Implementation								
Collaborative (informed by data)	4/15/2017	6/30/2017						
Kick Off: Statewide teams gather	4/15/2017	6/30/2017						
PDSA Track 1	5/20/2017	6/30/2017						
Plan: Identification of projects to implement (data collection)	4/15/2017	5/1/2017						
Do: Implementation of project chosen	5/1/2017	6/30/2017						
Study: Monitor and track results, identify improvements	5/1/2017	6/30/2017						
Act: Review the actionable results	5/1/2017	6/30/2017						
2017 Learning Collaborative Evaluation								
Review to prepare for session 2 and 3] 	6/30/2017						

- 9. The Contractor will provide participants in the Vermont Care Organization Network with 40 licenses to Qlikview, which is the data visualization tool that is utilized to create and publish One Care Vermont's analytic dashboards and self-service analytic tools. One Care has developed and internally deployed over a dozen applications that are being used by our clinical consultants in communities to inform clinical and financial programs and priorities. These tools will be used to meet the data-driven objectives of Vermont Care Organization (VCO), in order to provide actionable and transparent data to network providers, care coordinators, qualityleaders, and finance professionals (with a focus on those organizations taking on financial risk in 2017). The Contractor will provide the State with attestation of the license acquisition with the invoice for the licenses.
- 10. The Contractor shall engage in sustainability planning with the State. The Contractor shall participate in meetings, write documents, develop workplans, develop timelines, and provide reports on sustainability to the State.

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. The State and Contractor may communicate more frequently if there are additional questions or specific issues to address. 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 and expectations for the coming 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, without written approval by the State's designated representative. The State's designated representative is:

Sarah Kinsler Senior Health Policy Analyst, DVHA Department of Vermont Health Access

Sarah.Kinsler@vermont.gov

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.

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
One Care 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:	Karen Sinor	Sarah Kinsler	Vicki Loner
Phone #:	802-241-0252	802-798-2244	(802) 847-6255
E-mail:	Karen.Sinor@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	NOB 1 South, 280 State Drive Waterbury, VT 05671	356 Mountain View Drive Colchester, Vermont 05446
Email	AHS.DVHAlegal@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 solely responsible for the review of invoices presented by the Contractor.

X. 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 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:

Karen Sinor, Contracts and 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.

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 00 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:

- 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. The maximum amount payable under this contract for services and expenses shall not exceed \$6,359,340.
 - a. In December 2014 and October 2015, the State received federal approval for \$2,768,200.
 - b. In December 2015, the State sought and received federal approval for the time period January 1, 2016-June 30, 2016 in the amount of \$1,045,570.
 - c. In Spring 2016, the State sought and received federal approval for the time period of July 1, 2016-December 31, 2016 in the amount of \$1,045,570
 - d. In December 2016, the State sought federal approval for the time period of December 1, 2016-June 30, 2017 in the amount of \$300,000.
 - e. In January 2017, the State sought federal approval for the time period of January 1, 2017-June 30, 2017 in the amount of \$1,200,000. 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:

			1st Quarter			2nd Quarte	r	
		Jan - 17	Feb - 17	Mar - 17	Apr - 17	May -17	Jun - 17	TOTAL
Ongoing development and initiation of statewide Community Collaboratives and Clinical governance Deploy Regional Clinicians Representatives and Clinical Quality	*	*	*	*	*	*	*	
Consultants in Primary HSAs Leverage data informatics and QI	*	*	*	*	*	*	*	
methods to assess track and sustain improvement efforts Facilitate statewide learning collaboratives	*	*	*	*	*	*	*	
aimed at meeting clinicalimprovement targets Develop processes and project plans for improvement targets	*	*	*	*	*	*	*	
Labor and Fringe		143,724	143,724	143,724	143,724	143,724		862,346
Informatics	\$ 862,346 \$ 223,640	37,273	37,273	37,273	37,273	37,273	143,724 37,273	223,640
Purchased Services Overhead and Other	\$ 33,323	5,554	5,554	5,554	5,554	5,554	5,554	33,323
Expenses	\$ 80,691	13,449	13,449	13,449	13,449	13,449	13,449	80,691
TOTAL PAYMENTS	\$ 1,200,000	200,000	200,000	200,000	200,000	200,000	200,000	1,200,000

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Additional information:

The University of Vermont Medical Center/OneCare Vermont agreement with the State of Vermont changed in January 2016 to a deliverables based contract. As such, the obligation is to submit monthly progress reports on the key deliverables outlined below that meet the contract scope of work to collect, analyze and use data for targeted based performance improvement collaboratives. The reason for listing key personnel in the agreement was purely based on their accountability for the deliverables required by our contract. None of the positions supporting these deliverables are 100% funded by this contract and all of them are funded well within the uniform federal guidelines.

			1st Quarter			2nd Quarte	er		3rd Quarte	r		th Quarte	r	
		Jan - 16	Feb - 16	Mar - 16			Jun - 16	Jul - 16				Nov - 16		TO
Ongoing development and initiation of statewide Clinical Advisory Board (CAB) and RCPC/UCC in Primary HSAs	*	*	*	*	*	*	*	*	*	*	*	*	*	
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	1,9
General Overhead	\$ 145,715	12,143	12,143	12,143	12,143	12,143	12,143	12,143	12,143	12,143	12,143	12,143	12,143	1
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	2,0

				STRATEG	Y FOR REP	ORTING A	ND PAYM	ENT						
		1st Quarte	r		2nd Quarte	er	3rd Q	uarter Am	ended		4th Quarte	r Amended		
	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	TOTAL
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	-	<u>-</u>	- 30,777	-	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	
DELVISED ANALYSIS			050.055			454.050			007.754				F 4F 635	
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. In addition, the Contractor shall bill for the acquisition of Qlikview licenses by providing attestation of the acquisition and certification that 40 session licenses were procured for a total purchase amount of \$300,000.
- 4. The Key Personnel for this contract are:

Position Title	Name
Director, Quality and Clinical Operations	Sara Barry
VP, Chief Operating Officer	Vicki Loner
Chief Medical Officer	Norman Ward, MD

Manager of Analytics	Rebecca Lindstrom
Director of Analytics	Leah Fullem

- 5. No benefits or insurance will be reimbursed by the State.
- 6. 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.
- 7. 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.
- 8. Work conforming to the requirements of Attachment A that was performed on or after December 22, 2014, may be reimbursed under this agreement.
- 9. **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 00 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:

Karen Sinor, Contracts & Grants Administrator Business Office, Contracting Unit Department of Vermont Health Access Karen.Sinor@vermont.gov

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

STATE OF VERMONT, DEPARTMENT OF VERMONT HEALTH ACCESS STANDARD CONTRACT FOR SERVICES UNIVERSITY OF VERMONT MEDICAL CENTER, INC.

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Appendix I – REQUIRED FORMS Invoice – Contract Agreements

	Contractor:				
	Address:				
	State:				
	Zip Code:				
	Invoice #:				
	Date:				
	Contract #:				
Contr	actor Billing Conta	act:	Phone #·		
Conti	actor billing corre		_ 1110116 #		_
Signa	ture:				
Date ((if applicable)	Description of Deliverables/Work Performed		Rate (if applicable)	Amount
				TOTAL:	

Remittance Address: Bill to:

 $Business\,Office$

 $Department \, of \, Vermont \, Health \, Access$

NOB 1 South, 280 State Drive

Waterbury, VT 05671

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APPENDIX I – REQUIRED FORMS Department of Vermont Health Access Subcontractor Compliance

Date:	
Original Contractor/Grantee Name:	Contract/Grant #:
Subcontractor Name:	Amount:
Scope of Subcontracted Services:	
Is any portion of the work being outsourced outside of t	the United States?
$compliance\ of\ their\ subcontractors\ with\ the\ Standard\ St$	e State of Vermont, are responsible for the performance and tate Terms and Conditions in Attachment C. This document with the State expectation and has confirmed the subcontractor relation to the following;
the State of Vermont	g, or is in compliance with a plan for payment of any taxes due sin good standing, or is in compliance with a plan for payment of list.
subcontractor owes the State against any sums due the	Attachment C), The State may set off any sums which the Vendor under this Agreement; provided, however, that any se se in accordance with the procedures more specifically provide
Signature of Subcontractor	 Date
Signature of Vendor	Date
Received by DVHA Business Office	Date

Required: Contractor cannot subcontract until this form has been returned to DVHA Contracts & Grants Unit.

Appendix I – REQUIRED FORMS Travel and Expense Form

ant/Contract Number:				Travel						6		d)				
Travel Start Date	Travel End Date	Name of Traveler	Description (name of meeting, reason for travel, etc.)	State rate effective beginning 1/1/15: 375 tmile State rate effectiving beginning 1/1/16: 54 tmile State rate effectiving beginning 1/1/17: 335 tmile					Per Diam In-State Rate (Vermont) R: \$5.00 L: \$6.00 D: \$12.85		Par Dissa Out-of- State R: \$6.25 L: \$7.25 D: \$18.50					
				Starting Address	Destination Address	End Address	Miles	Amount	Breakfast	Lunch	Dinner	Lodging		Training/ Registration	Other	Tota
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This amendment consists of 17 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

Cory Gustafson, Commissioner Date
Department of Vermont Health Access (DVHA)
NOB 1 South, 280 State Drive
Waterbury, Vermont 05671

Phone: (802) 241-0246

Email: cory.gustafson@vermont.gov

John Brumsted, CEO Date
University of Vermont Medical Center, Inc.
462 Shelburne Road, Suite 301
Burlington, VT 05401

Phone: 802-847-1124

Email: john.brumsted@vtmednet.org