

AMENDMENT

It is agreed between the State of Vermont, Department of Vermont Health Access (hereinafter called "State") and Vermont Medical Society Education and Research Foundation, Inc. (hereinafter called "Contractor") with principal place of business at Montpelier, VT, that the contract dated April 1, 2015 is to be amended March 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 \$151,829.

Work performed between **March 1, 2016** and the signing or execution of this amendment that is in conformity with Attachment A may be billed under this agreement.

2. Attachment A: By striking II. *Scope of Work*, Section A. 1, and inserting in lieu thereof the following Section A. 1:

II. Scope of Work

A. Contractor shall:

1. Conduct a *comprehensive* literature review utilizing the library professionals at the University of Vermont. The review will target three areas of interest:
 - a. Identification, attribution of patients to providers, and utilization characterization of frail elderly patients using billing claims and clinical data bases;
 - b. Regional and national models for care – successes, failures and innovation;
 - c. Regional and national investigations of patient and family medical care preferences.

* * *

3. Attachment A: By striking II. *Scope of Work*, Section A. 2. c, and inserting in lieu thereof the following Section A. 2. c:

* * *

- c. Patients, families and caregivers: Contractor will conduct interviews with patients, families and caregivers in each of two targeted primary care service areas.
 - i. Interviews will be conducted in a variety of face to face settings including *additional* home based interviews and public community settings.
 - ii. Interviews will take advantage of existing community structures and activities; and may include focus groups. Choice of informants will be advised by input from the community based health care professional(s) interviews.

* * *

4. Attachment A: By striking III. Deliverables, Section B. 1., and inserting in lieu thereof the following Section B. 1:

III. Deliverables

* * *

B. The report will include:

1. *Comprehensive* literature reviews summarizing and highlighting key pertinent writings in the following areas:
 - a. Billing and Clinical Data Set Analytics;
 - b. Regional and national models for care;
 - c. Regional and national investigations of patient and family medical care preferences.

* * *

5. Attachment A: By striking Sections VII - IX and inserting in lieu thereof the revised Sections VI - IX:

VII. The Contacts for this Award are as Follows:

	<u>State Fiscal Manager</u>	<u>State Program Manager</u>	<u>Contractor</u>
Name:	Leah Korce	Georgia Maheras	Cyrus Jordan
Phone #:	802-241-0243	802-505-5137	802-223-7898
E-mail:	leah.korce@vermont.gov	georgia.maheras@vermont.gov	cjordan@vtmd.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	Cyrus Jordan
Address	NOB 1 South, 280 State Drive Waterbury, VT 05671	PO Box 1457 Montpelier, VT 05601
Email	AHS.DVHALegal@vermont.gov	cjordan@vtmd.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.

- 6. Attachment A: By striking the first paragraph and State contact information only from Section X: *Subcontractor Requirements*, and inserting in lieu thereof the revised first paragraph and State contact information into the *Subcontractor Requirements* section:**

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 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:

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

* * *

- 7. Attachment B: By striking the first paragraph and item #1, and inserting in lieu thereof the following revised first paragraph and item #1:**

**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 March 1, 2016 and the signing or execution of this amendment 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. The maximum amount payable under this contract for services and expenses shall not exceed \$151,829 and shall be based on the budget table under #6, below.

* * *

- 8. Attachment B: By striking item #6. Budget Table, and inserting in lieu thereof the following revised Budget Table:**

* * *

6. Budget Table:

Pursuing High Value Care for Vermonters	
Frail Elderly VHCIP Payment Models	
Oct 2015-June 2016	
Personnel	
Director	\$ 62,352
Business Manager	\$ 3,741
Operations Director	\$ 3,741
Administrative Assistant	\$ 1,871
Personnel subtotal	\$ 71,705
Fringe	
	\$ -
Travel	
Mileage	\$ 848
Parking and Tolls	\$ 25
Equipment	
	\$ -
Supplies, meetings	
Conference calls; webinars	\$ 500
UVM Dana Library	\$ 1,400
Website	\$ 500
Supplies subtotal	\$ 2,400
Indirect	
	\$ -
Contracts	
Clinical champion	\$ -
Clinical content expert	\$ 6,126
Clinical content expert	\$ 6,126
Qualitative Researcher	\$ 40,500
QI and Measurement content expert	\$ 1,500
Patient and Family surveyor	\$ 22,600
Contracts subtotal	\$ 76,852
Total	
	\$ 151,829

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

Appendix I – REQUIRED FORMS
Invoice – Contract/Grant Agreements

Contractor/ Grantee:	
Address:	
State:	
Zip Code:	
Invoice #:	
Date:	
Agreement #:	

Contractor/Grantee 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
 NOB 1 South, 280 State Drive
 Waterbury, VT 05671

Appendix I – REQUIRED FORMS
Department of Vermont Health Access
Subcontractor Compliance Form

Date: _____

Original Contractor/Grantee Name: _____

Contract/Grant #: _____

Subcontractor Name: _____

Scope of Subcontracted Services: _____

Is any portion of the work being outsourced outside of the United States?

YES NO
(If yes, do not proceed)

All vendors under contract, grant, or agreement with the State of Vermont, are responsible for the performance and compliance of their subcontractors with the Standard State Terms and Conditions in Attachment C. This document certifies that the Vendor is aware of and in agreement with the State expectation and has confirmed the subcontractor is in full compliance (or has a compliance plan on file) in relation to the following:

- Subcontractor does not owe, is in good standing, or is in compliance with a plan for payment of any taxes due to the State of Vermont
- Subcontractor (if an individual) does not owe, is in good standing, or is in compliance with a plan for payment of Child Support due to the State of Vermont.
- Subcontractor is not on the State's disbarment list.

In accordance with State Standard Contract Provisions (Attachment C), the State may set off any sums which the subcontractor owes the State against any sums due the Vendor 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 in Attachment C.

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.

This amendment consists of 8 pages. Except as modified by this amendment and any previous amendments, all provisions of this contract #28675 dated April 1, 2015 shall remain unchanged and in full force and effect.

BY THE STATE OF VERMONT:

BY THE CONTRACTOR:

STEVEN COSTANTINO, COMMISSIONER DATE
DEPARTMENT OF VERMONT HEALTH ACCESS (DVHA)
NOB 1 SOUTH, 280 STATE DRIVE
WATERBURY, VT 05671
PHONE: 802-879-5901
EMAIL: STEVEN.COSTANTINO@VERMONT.GOV

DR. CYRUS JORDAN DATE
VERMONT MEDICAL SOCIETY EDUCATION
AND RESEARCH FOUNDATION, INC.
PO Box 1457
MONTPELIER, VT 05602
PHONE: 802-223-7898
EMAIL: CIORDAN@VTMD.ORG