

AMENDMENT

It is agreed between the State of Vermont, Department of Vermont Health Access (hereinafter called "State") and Wakely Consulting (hereinafter called "Contractor") with principal place of business in Tampa, FL that the contract dated November 12, 2014 is to be amended August 1, 2016 as follows:

- 1. By striking out on page 1, item #8 of the Base agreement and as amended by Amendment #1 on page 1, and substituting in lieu thereof the following revised item #8:**

- 8. Attachments.** This contract consists of 21 pages including the following attachments, which are incorporated herein:

Attachment A - Specifications of Work to be Performed
Attachment B - Payment Provisions
Attachment C - Customary State Contract provisions
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
Exhibit A – Approved Task Orders Under the Agreement

The order of precedence of documents shall be as follows:

- 1) This Document
- 2) Attachment D
- 3) Attachment C
- 4) Attachment A
- 5) Attachment B
- 6) Attachment E
- 7) Attachment F
- 8) Appendix I
- 9) Exhibit A

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

ATTACHMENT B PAYMENT PROVISIONS

The maximum dollar amount payable under this agreement is not intended as any form of a guaranteed amount. The Contractor will be paid for products or services actually performed as specified in Attachment A up to the maximum allowable amount specified in this agreement. State of Vermont payment terms are Net 30 days from date of invoice, payments against this contract will comply with the State's payment terms. The payment schedule for delivered products, or rates for services performed, and any additional reimbursements, are included in this attachment. Work performed between August 1, 2016 and the execution of this amendment that is in conformity with Attachment A may 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 August 1, 2016 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. The following provisions specifying payments are:

1. This contract is federally funded 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 \$550,000.
 - a. Funding for this contract was approved through June 30, 2016 in the amount of \$300,000. However, due to the nature of federal funding approvals, the Contractor did not utilize all funding available prior to June 2016 and only used \$80,000 of the \$300,000 awarded to them.
 - b. In June 2016, the State received federal funding approval for the time period July 1, 2016 – June 30, 2017 in the amount of \$70,000.
 - c. In October 2016, the State sought additional federal funding approval for the time period August 1, 2016 – June 30, 2017 in the amount of \$400,000.
 - d. In December 2016, the State received additional federal funding approval for the time period August 1, 2016 – June 30, 2017 including out of state travel expenses not to exceed \$7,500 of their existing funding.
2. The State shall pay the Contractor for deliverables specified in Attachment A, at the hourly rates presented below. The Contractor's 2016 hourly rates are listed in the table below. Contractor billing rates increase on January 1 of each year, typically 3-4% but not to exceed 5% annually. Contractor shall send written notice and provide an updated rate card to the State upon effective billing rate increases. The State shall pay the Contractor at the following rates:

Wakely Consulting	Name	2016 Hourly Rate
Director	Julie Peper, Julia Lambert	\$450.00
Senior Consulting Actuary	As Assigned	\$385.00
Consulting Actuary	As Assigned	\$295.00
Associate Actuary	As Assigned	\$230.00
Senior Actuarial Analyst	As Assigned	\$200.00
Actuarial Analyst	As Assigned	\$180.00

Work product and Deliverable Acceptance / Remediation

All work products (deliverables) are subject to review and approval by the State before being accepted. Any work product deemed unacceptable by the State will be subject to revision by the Contractor based upon a Remediation Plan that the State and the Contractor will develop. The State may also require a remediation plan to address the Contractor's failure or reasonably foreseeable failure to meet the timelines or due dates defined for any work product, reporting, or deliverables under this contract or a task order.

Work product may be deemed unacceptable by the State if it fails to meet the acceptance criteria listed in the task order. If there are no acceptance criteria specified, work product may be deemed unacceptable for any reason at the State's sole discretion, including failure to meet performance measures and failure to follow State direction and input.

Notwithstanding Items 1 and 2 of this Attachment B, work required under a remediation plan will be performed at no additional charge, or at a discounted rate agreed to by the State at its sole discretion. The State may require under a remediation plan the commitment of additional resources as necessary to ensure full and timely completion of deliverables and/or remediation activities.

3. No benefits or insurance will be reimbursed by the State.
4. **Travel.** The Contractor may bill for travel related to this contract that has been expressly approved by the State in writing in advance of travel.
 - a. Out of state travel expenses will be reimbursed up to the amount of \$7,500 of their existing funding.
 - b. All travel mileage and associated travel expenses shall not exceed the State approved mileage rates at the time at which the expense occurred, see Appendix I – Required Forms: Travel and Expense Form for State current mileage reimbursement rates.
 - c. Meals are not an allowable expense under this agreement.
4. **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 monthly, but no later than quarterly. Invoices shall be accompanied by a status report and shall reflect the total number of hours worked per staff person, per objective as specified in the work plan in Attachment A. The Contractor shall submit each invoice along with the paid subcontractor invoice as supporting documentation for all reimbursed payments.

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

3. Attachment F: By replacing in its entirety with the following revised version dated 12/31/16:

**Attachment F
AGENCY OF HUMAN SERVICES' CUSTOMARY CONTRACT/GRANT PROVISIONS**

1. **Definitions:** For purposes of this Attachment F, the term "Agreement" shall mean the form of the contract or grant, with all of its parts, into which this Attachment F is incorporated. The meaning of the term "Party" when used in this Attachment F shall mean any named party to this Agreement *other than* the State of Vermont, the Agency of Human Services (AHS) and any of the departments, boards, offices and business units named in this Agreement. As such, the term "Party" shall mean, when used in this Attachment F, the Contractor or Grantee with whom the State of Vermont is executing this Agreement. If Party, when permitted to do so under this Agreement, seeks by way of any subcontract, sub-grant or other form of provider agreement to employ any other person or entity to perform any of the obligations of Party under this Agreement, Party shall be obligated to ensure that all terms of this Attachment F are followed. As such, the term "Party" as used herein shall also be construed as applicable to, and describing the obligations of, any subcontractor, sub-recipient or sub-grantee of this Agreement. Any such use or construction of the term "Party" shall not, however, give any subcontractor, sub-recipient or sub-grantee any substantive right in this Agreement without an express written agreement to that effect by the State of Vermont.
2. **Agency of Human Services:** The Agency of Human Services is responsible for overseeing all contracts and grants entered by any of its departments, boards, offices and business units, however denominated. The Agency of Human Services, through the business office of the Office of the Secretary, and through its Field Services Directors, will share with any named AHS-associated party to this Agreement oversight, monitoring and enforcement responsibilities. Party agrees to cooperate with both the named AHS-associated party to this contract and with the Agency of Human Services itself with respect to the resolution of any issues relating to the performance and interpretation of this Agreement, payment matters and legal compliance.
3. **Medicaid Program Parties** (*applicable to any Party providing services and supports paid for under Vermont's Medicaid program and Vermont's Global Commitment to Health Waiver*):

Inspection and Retention of Records: In addition to any other requirement under this Agreement or at law, Party must fulfill all state and federal legal requirements, and will comply with all requests appropriate to enable the Agency of Human Services, the U.S. Department of Health and Human Services (along with its Inspector General and the Centers for Medicare and Medicaid Services), the Comptroller General, the Government Accounting Office, or any of their designees: (i) to evaluate through inspection or other means the quality, appropriateness, and timeliness of services performed under this Agreement; and (ii) to inspect and audit any records, financial data, contracts, computer or other electronic systems of Party relating to the performance of services under Vermont's Medicaid program and Vermont's Global Commitment to Health Waiver. Party will retain for ten years all documents required to be retained pursuant to 42 CFR 438.3(u).

Subcontracting for Medicaid Services: Notwithstanding any permitted subcontracting of services to be performed under this Agreement, Party shall remain responsible for ensuring that this Agreement is fully performed according to its terms, that subcontractor remains in compliance with the terms hereof, and that subcontractor complies with all state and federal laws and regulations relating to the Medicaid program in Vermont. Subcontracts, and any service provider agreements entered into by Party in connection with the performance of this Agreement, must clearly specify in writing the responsibilities of the subcontractor or other service provider and Party must retain the authority to revoke its subcontract or service provider agreement or to impose other sanctions if the performance of the

subcontractor or service provider is inadequate or if its performance deviates from any requirement of this Agreement. Party shall make available on request all contracts, subcontracts and service provider agreements between the Party, subcontractors and other service providers to the Agency of Human Services and any of its departments as well as to the Center for Medicare and Medicaid Services.

Medicaid Notification of Termination Requirements: Party shall follow the Department of Vermont Health Access Managed-Care-Organization enrollee-notification requirements, to include the requirement that Party provide timely notice of any termination of its practice.

Encounter Data: Party shall provide encounter data to the Agency of Human Services and/or its departments and ensure further that the data and services provided can be linked to and supported by enrollee eligibility files maintained by the State.

Federal Medicaid System Security Requirements Compliance: Party shall provide a security plan, risk assessment, and security controls review document within three months of the start date of this Agreement (and update it annually thereafter) in order to support audit compliance with 45 CFR 95.621 subpart F, *ADP System Security Requirements and Review Process*.

4. **Workplace Violence Prevention and Crisis Response** (*applicable to any Party and any subcontractors and sub-grantees whose employees or other service providers deliver social or mental health services directly to individual recipients of such services*):

Party shall establish a written workplace violence prevention and crisis response policy meeting the requirements of Act 109 (2016), 33 VSA §8201(b), for the benefit of employees delivering direct social or mental health services. Party shall, in preparing its policy, consult with the guidelines promulgated by the U.S. Occupational Safety and Health Administration for *Preventing Workplace Violence for Healthcare and Social Services Workers*, as those guidelines may from time to time be amended.

Party, through its violence protection and crisis response committee, shall evaluate the efficacy of its policy, and update the policy as appropriate, at least annually. The policy and any written evaluations thereof shall be provided to employees delivering direct social or mental health services.

Party will ensure that any subcontractor and sub-grantee who hires employees (or contracts with service providers) who deliver social or mental health services directly to individual recipients of such services, complies with all requirements of this Section.

5. **Non-Discrimination:**

Party shall not discriminate, and will prohibit its employees, agents, subcontractors, sub-grantees and other service providers from discrimination, on the basis of age under the Age Discrimination Act of 1975, on the basis of handicap under section 504 of the Rehabilitation Act of 1973, on the basis of sex under Title IX of the Education Amendments of 1972, and on the basis of race, color or national origin under Title VI of the Civil Rights Act of 1964. Party shall not refuse, withhold from or deny to any person the benefit of services, facilities, goods, privileges, advantages, or benefits of public accommodation on the basis of disability, race, creed, color, national origin, marital status, sex, sexual orientation or gender identity as provided by Title 9 V.S.A. Chapter 139.

No person shall on the grounds of religion or on the grounds of sex (including, on the grounds that a woman is pregnant), be excluded from participation in, be denied the benefits of, or be subjected to discrimination, to include sexual harassment, under any program or activity supported by State of Vermont and/or federal funds.

Party further shall comply with the non-discrimination requirements of Title VI of the Civil Rights Act of 1964, 42 USC Section 2000d, et seq., and with the federal guidelines promulgated pursuant to Executive Order 13166 of 2000, requiring that contractors and subcontractors receiving federal funds assure that persons with limited English proficiency can meaningfully access services. To the extent Party provides assistance to individuals with limited English proficiency through the use of oral or written translation or interpretive services, such individuals cannot be required to pay for such services.

6. **Employees and Independent Contractors:**

Party agrees that it shall comply with the laws of the State of Vermont with respect to the appropriate classification of its workers and service providers as “employees” and “independent contractors” for all purposes, to include for purposes related to unemployment compensation insurance and workers compensation coverage, and proper

payment and reporting of wages. Party agrees to ensure that all of its subcontractors or sub-grantees also remain in legal compliance as to the appropriate classification of “workers” and “independent contractors” relating to unemployment compensation insurance and workers compensation coverage, and proper payment and reporting of wages. Party will on request provide to the Agency of Human Services information pertaining to the classification of its employees to include the basis for the classification. Failure to comply with these obligations may result in termination of this Agreement.

7. **Data Protection and Privacy:**

Protected Health Information: Party shall maintain the privacy and security of all individually identifiable health information acquired by or provided to it as a part of the performance of this Agreement. Party shall follow federal and state law relating to privacy and security of individually identifiable health information as applicable, including the Health Insurance Portability and Accountability Act (HIPAA) and its federal regulations.

Substance Abuse Treatment Information: Substance abuse treatment information shall be maintained in compliance with 42 C.F.R. Part 2 if the Party or subcontractor(s) are Part 2 covered programs, or if substance abuse treatment information is received from a Part 2 covered program by the Party or subcontractor(s).

Protection of Personal Information: Party agrees to comply with all applicable state and federal statutes to assure protection and security of personal information, or of any personally identifiable information (PII), including the Security Breach Notice Act, 9 V.S.A. § 2435, the Social Security Number Protection Act, 9 V.S.A. § 2440, the Document Safe Destruction Act, 9 V.S.A. § 2445 and 45 CFR 155.260. As used here, PII shall include any information, in any medium, including electronic, which can be used to distinguish or trace an individual’s identity, such as his/her name, social security number, biometric records, etc., either alone or when combined with any other personal or identifiable information that is linked or linkable to a specific person, such as date and place or birth, mother’s maiden name, etc.

Other Confidential Consumer Information: Party agrees to comply with the requirements of AHS Rule No. 08-048 concerning access to and uses of personal information relating to any beneficiary or recipient of goods, services or other forms of support. Party further agrees to comply with any applicable Vermont State Statute and other regulations respecting the right to individual privacy. Party shall ensure that all of its employees, subcontractors and other service providers performing services under this agreement understand and preserve the sensitive, confidential and non-public nature of information to which they may have access.

Data Breaches: Party shall report to AHS, through its Chief Information Officer (CIO), any impermissible use or disclosure that compromises the security, confidentiality or privacy of any form of protected personal information

identified above within 24 hours of the discovery of the breach. Party shall in addition comply with any other data breach notification requirements required under federal or state law.

8. **Abuse and Neglect of Children and Vulnerable Adults:**

Abuse Registry. Party agrees not to employ any individual, to use any volunteer or other service provider, or to otherwise provide reimbursement to any individual who in the performance of services connected with this agreement provides care, custody, treatment, transportation, or supervision to children or to vulnerable adults if there has been a substantiation of abuse or neglect or exploitation involving that individual. Party is responsible for confirming as to each individual having such contact with children or vulnerable adults the non-existence of a substantiated allegation of abuse, neglect or exploitation by verifying that fact through (a) as to vulnerable adults, the Adult Abuse Registry maintained by the Department of Disabilities, Aging and Independent Living and (b) as to children, the Central Child Protection Registry (unless the Party holds a valid child care license or registration from the Division of Child Development, Department for Children and Families). See 33 V.S.A. §4919(a)(3) and 33 V.S.A. §6911(c)(3).

Reporting of Abuse, Neglect, or Exploitation. Consistent with provisions of 33 V.S.A. §4913(a) and §6903, Party and any of its agents or employees who, in the performance of services connected with this agreement, (a) is a caregiver or has any other contact with clients and (b) has reasonable cause to believe that a child or vulnerable adult has been abused or neglected as defined in Chapter 49 or abused, neglected, or exploited as defined in Chapter 69 of Title 33

V.S.A. shall: as to children, make a report containing the information required by 33 V.S.A. §4914 to the Commissioner of the Department for Children and Families within 24 hours; or, as to a vulnerable adult, make a report containing the information required by 33 V.S.A. §6904 to the Division of Licensing and Protection at the Department of Disabilities, Aging, and Independent Living within 48 hours. Party will ensure that its agents or employees receive training on the reporting of abuse or neglect to children and abuse, neglect or exploitation of vulnerable adults.

9. **Information Technology Systems:**

Computing and Communication: Party shall select, in consultation with the Agency of Human Services' Information Technology unit, one of the approved methods for secure access to the State's systems and data, if required. Approved methods are based on the type of work performed by the Party as part of this agreement. Options include, but are not limited to:

1. Party's provision of certified computing equipment, peripherals and mobile devices, on a separate Party's network with separate internet access. The Agency of Human Services' accounts may or may not be provided.
2. State supplied and managed equipment and accounts to access state applications and data, including State issued active directory accounts and application specific accounts, which follow the National Institutes of Standards and Technology (NIST) security and the Health Insurance Portability & Accountability Act (HIPAA) standards.

Intellectual Property/Work Product Ownership: All data, technical information, materials first gathered, originated, developed, prepared, or obtained as a condition of this agreement and used in the performance of this agreement -- including, but not limited to all reports, surveys, plans, charts, literature, brochures, mailings, recordings (video or audio), pictures, drawings, analyses, graphic representations, software computer programs and accompanying documentation and printouts, notes and memoranda, written procedures and documents, which are prepared for or obtained specifically for this agreement, or are a result of the services required under this grant -- shall be considered "work for hire" and remain the property of the State of Vermont, regardless of the state of completion unless

otherwise specified in this agreement. Such items shall be delivered to the State of Vermont upon 30-days notice by the State. With respect to software computer programs and / or source codes first developed for the State, all the work shall be considered "work for hire," i.e., the State, not the Party (or subcontractor or sub-grantee), shall have full and complete ownership of all software computer programs, documentation and/or source codes developed.

Party shall not sell or copyright a work product or item produced under this agreement without explicit permission from the State of Vermont.

If Party is operating a system or application on behalf of the State of Vermont, Party shall not make information entered into the system or application available for uses by any other party than the State of Vermont, without prior authorization by the State. Nothing herein shall entitle the State to pre-existing Party's materials.

Party acknowledges and agrees that should this agreement be in support of the State's implementation of the Patient Protection and Affordable Care Act of 2010, Party is subject to the certain property rights provisions of the Code of Federal Regulations and a Grant from the Department of Health and Human Services, Centers for Medicare & Medicaid

Services. Such agreement will be subject to, and incorporates here by reference, 45 CFR 74.36, 45 CFR 92.34 and 45 CFR 95.617 governing rights to intangible property.

Security and Data Transfers: Party shall comply with all applicable State and Agency of Human Services' policies and standards, especially those related to privacy and security. The State will advise the Party of any new policies,

procedures, or protocols developed during the term of this agreement as they are issued and will work with the Party to implement any required.

Party will ensure the physical and data security associated with computer equipment, including desktops, notebooks, and other portable devices, used in connection with this Agreement. Party will also assure that any media or mechanism used to store or transfer data to or from the State includes industry standard security mechanisms such as continually up-to-date malware protection and encryption. Party will make every reasonable effort to ensure media or data files transferred to the State are virus and spyware free. At the conclusion of this agreement and after successful delivery of the data to the State, Party shall securely delete data (including archival backups) from Party's equipment that contains individually identifiable records, in accordance with standards adopted by the Agency of Human Services.

Party, in the event of a data breach, shall comply with the terms of Section 6 above.

10. **Other Provisions:**

Environmental Tobacco Smoke. Public Law 103-227 (also known as the Pro-Children Act of 1994) and Vermont's Act 135 (2014) (An act relating to smoking in lodging establishments, hospitals, and child care facilities, and on State lands) restrict the use of tobacco products in certain settings. Party shall ensure that no person is permitted: (i) to use tobacco products or tobacco substitutes as defined in 7 V.S.A. § 1001 on the premises, both indoor and outdoor, of any licensed child care center or afterschool program at any time; (ii) to use tobacco products or tobacco substitutes on the premises, both indoor and in any outdoor area designated for child care, health or day care services, kindergarten, pre-kindergarten, elementary, or secondary education or library services; and (iii) to use tobacco products or tobacco substitutes on the premises of a licensed or registered family child care home while children are present and in care. Party will refrain from promoting the use of tobacco products for all clients and from making tobacco products available to minors.

Failure to comply with the provisions of the federal law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity. The federal Pro-Children Act of 1994, however, does not apply to portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where Women, Infants, & Children (WIC) coupons are redeemed.

2-1-1 Database: If Party provides health or human services within Vermont, or if Party provides such services near the Vermont border readily accessible to residents of Vermont, Party shall adhere to the "Inclusion/Exclusion" policy of Vermont's United Way/Vermont 211 (Vermont 211), and will provide to Vermont 211 relevant descriptive information regarding its agency, programs and/or contact information as well as accurate and up to date information to its database as requested. The "Inclusion/Exclusion" policy can be found at www.vermont211.org.

Voter Registration: When designated by the Secretary of State, Party agrees to become a voter registration agency as defined by 17 V.S.A. §2103 (41), and to comply with the requirements of state and federal law pertaining to such agencies.

Drug Free Workplace Act: Party will assure a drug-free workplace in accordance with 45 CFR Part 76.

Lobbying: No federal funds under this agreement may be used to influence or attempt to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, continuation, renewal, amendments other than federal appropriated funds.

AHS ATT. F 12.31.16

4. 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	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

INVOICE PAYMENTS ARE NET 30 TERMS, UNLESS STATED OTHERWISE.

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 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.

**Appendix I – REQUIRED FORMS
 Task Order Template**

Task Title:	
Contractor:	
Contract #:	
Effective Dates:	
Cost:	

1. Scope of Work

2. Deliverables

3. Payment Provisions (*Payment terms must specify if payments are based on an hourly rate or deliverables*).

Approval:

Contractor Key Personnel	Julie Peper	
Approval Signature		Date
State Authorized Rep:	Alicia Cooper	
Approval Signature		Date
State Authorized Rep:	Georgia Maheras	
Approval Signature		Date
DVHA Contract Administrator	Karen Sinor	
Approval Signature		Date

Comments: _____

Task Orders must be submitted and signed by all parties prior to commencement of work.

Appendix I – REQUIRED FORMS
Travel and Expense Form

Travel and Expense Form														
Grantee/ Contractor Name:														
Starting Location Address:														
Grant/Contract Number:														
Travel Start Date	Travel End Date	Name of Traveler	Description (name of meeting, reason for travel, etc.)	Travel						Other Expenses (Receipts Required)				Total
				Starting Address	Destination Address	End Address	Miles	Amount	Lodging	Airfare	Training/Registration	Other		
				State rate effective beginning 1/1/15: .575/mile State rate effective beginning 1/1/16 .54/mile State rate effective beginning 1/1/17 .535/mile						Receipts Required for Expenses in Categories Listed Below				
								\$ -						\$ -
								\$ -						\$ -
								\$ -						\$ -
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								\$ -						\$ -
								\$ -						\$ -
								\$ -						\$ -
TOTALS								0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

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.**

Claimant's Signature	Date
Current State Reimbursement Rates: http://humansources.vermont.gov/compensation/expense-reimbursement Bulletin 3.4: http://aoa.vermont.gov/sites/aoa/files/Bulletins/AOA-Bulletin3_4-June2014%20(2).pdf	

This amendment consists of 21 pages. Except as modified by this amendment and any previous amendments, all provisions of this contract #26303, dated August 1, 2016, shall remain unchanged and in full force and effect.

By the STATE OF VERMONT:

By the CONTRACTOR:

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

Julie Peper, Director Date
Wakely Consulting
9777 Pyramid Ct., Suite 260
Englewood, CO 80112
Phone: 720-226-9814
Email: juliep@wakely.com

**Exhibit A
 Approved Task Orders Under the Agreement**

VHCIP Task Order Form Wakely Consulting - #26303 Task Order #1 Start Date: 11/14/2014 End Date: 12/31/2014 Total Cost: \$32,000
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Scope of Work	Deliverable Description and Due Dates	Contract Provision Reference	Cost
Development of Task Order, including high level review of files and discussion on the project	Proposed Task Order		\$2,000
Review Medicaid Files/Projections (including supporting calculations as needed) and discuss any findings	Memo outlining our comments on the review		\$11,000
Comment on the Office of the Actuary concerns with respect to the projections (assumes any suggested changes or analyses would be completed by VT) and participate in calls as needed	As requested by VT (could be formal memos, email response or simply participation on calls)		\$8,000
If appropriate and Wakely determines the projections are sufficient, Wakely will provide an actuarial certification stating the projections are sufficient; this may involve additional review of detail calcs (Wakely cannot guarantee that this will be the conclusion)	Actuarial Certification with related Memo documenting our support for actuarial certification		\$11,000

Comments: _____

Contractor Representative (Name and Title)	Julie Peper	
Approval Signature	E-SIGNED by Julie Peper on 2014-11-24 16:12:39 GMT	Date
State Authorized Rep:	Georgia Maheras	
Approval Signature	E-SIGNED by Georgia Maheras on 2014-11-24 16:13:54 GMT	Date
DVHA Contract Administrator	Jessica Mendizabal	
Approval Signature	E-SIGNED by Jessica Mendizabal on 2014-11-24 16:15:16 GMT	Date

<p>Appendix I – Required Forms</p> <p>VHCIP Task Order Form</p> <p>Wakely Consulting - #26303</p> <p>Task Order #2</p> <p>Start Date: 4/26/2015</p> <p>End Date: 7/1/2015</p> <p>Total Cost: \$5,000</p>

Scope of Work	Deliverable Description and Due Dates	Contract Provision Reference	Cost
Support the GMCB and their contractors (HMA and Optimus) as it relates to providing insight on data issues and adjustments	Conference calls as needed; provide documentation from prior projects to show how data has been used and adjusted as well as explanations of issues found		\$5,000

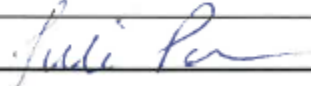

Comments: _____

Contractor Representative (Name and Title)	JULIE PEPPER	
Approval Signature	E-SIGNED by Julie Peper on 2015-05-12 03:14:25 GMT	Date
State Authorized Rep:	Georgia Maheras	
Approval Signature	E-SIGNED by Georgia Maheras on 2015-05-12 10:14:46 GMT	Date
DVHA Contract Administrator	Jessica Mendizabal	
Approval Signature	E-SIGNED by Jessica Mendizabal on 2015-05-12 13:45:57 GMT	Date

Appendix I – Required Forms Wakely Consulting - #26303 Task Order #3 (HealthFirst) Start Date: 8/26/2015 End Date: 12/31/2015 Total Cost: \$25,000

Scope of Work	Deliverable Description and Due Dates	Contract Provision Reference	Cost
Development of Task Order, including development of scope document and discussions with HealthFirst	Proposed Task Order		\$3,000
Draft Data Analysis, using both VHCURES and HealthFirst data, with metrics by service category and trends. Data will be split by service categories for which risk is currently taken and categories where risk is not taken but may be in the future. Data will be further adjusted, if possible, for known shared savings adjustments, to accurately reflect trends and potential volatility.	Excel exhibits		\$17,000
Memo outlining data used, methodology and results of data analysis.	A brief memo and the Excel model with data inputs and formulas so HealthFirst can leverage this in the future.		\$5,000

Comments: _____

Contractor Representative	JULIE PEPPER	
Approval Signature		Date 3/11/16
State Authorized Rep	Georgia Maheras	
Approval Signature		Date 3/14/16
DVHA Contract Administrator	Leah Korce	
Approval Signature	E-SIGNED by Leah Korce on 2016-03-15 11:33:53 GMT	Date

<p>Appendix I – Required Forms Wakely Consulting - #26303 Task Order #4 (Medicaid ACO Cap Rates) Start Date: 3/23/2016 End Date: 9/30/2016 (this Scope/Budget is through June 2016 only; July and on Task Order will be sent separately) Total Cost: \$25,000</p>
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Scope of Work	Deliverable Description and Due Dates	Contract Provision Reference	Cost
Development of Task Order, including development of scope document and discussions with DVHA	Proposed Task Order and Scope Document (Scope document 5/1/2016 and Task Order 6/16/2016)		\$4,000
Project Planning and Data Request; Internal discussions on how to approach the project, assumptions and data. Discussions with DVHA on data needed, timing, format, etc.	Discussions with DVHA (ongoing); Email with data request will be sent by 6/20/2016		\$10,000
Start looking at data and report – available reports (ACO, Milliman), data layouts, data outside VHCURES, etc.; further discussions with DVHA/Burns; if able, start writing queries to get ready for data	None – this is pre-work to get ready for when data will be delivered in early July		\$11,000




Comments: _____

Contractor Representative	JULIE PEPPER	
Approval Signature	e-Signed by Julie Peper on 2016-06-20 19:59:20 GMT	Date
State Authorized Rep	Georgia Maheras	
Approval Signature	e-Signed by Georgia Maheras on 2016-06-20 20:32:47 GMT	Date
DVHA Contract Administrator	Leah Korce	
Approval Signature	e-Signed by Leah Korce on 2016-06-20 22:18:28 GMT	Date

Appendix I – Required Forms Wakely Consulting - #26303 Task Order #5 (Medicaid ACO Cap Rates) Start Date: 7/1/2016 End Date: 10/31/2016 Total Cost: \$168,000
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Scope of Work	Deliverable Description and Due Dates	Contract Provision Reference	Cost
Development of Task Order, including refinement of scope document and discussions with DVHA	Task Order and Scope Document		\$3,000
Ongoing data requests and data clarifications; load and evaluate data; resolve data issues.	Final data request via email; email documentation of database review and assumptions/issues that may be in the data.		\$20,000
Perform historical data calculations in total and ACO specific: assignment of risk scores, completion factors; summary and detailed cost and utilization exhibits by risk cohort; trend analysis.	Detailed data bases and Excel files with data summarized and additional fields (e.g. average risk score) included as appropriate. (Early August)		\$70,000
Perform estimates for CY2017 capitation by ACO, including large claim adjustments, cost savings analysis for the ACO, credibility adjustments, administration and risk charge.	Detailed exhibits showing capitation development. (Early August)		\$50,000
Presentation of methodology and results to DVHA and ACO; respond to questions and make revisions if needed.	Meetings with DVHA and meetings with DVHA and ACO; PowerPoint presentations, detailed exhibits. (Mid August)		\$15,000
Final rates based on meetings	Final rate package – report and supporting exhibits (End of August)		\$10,000

Comments: _____

Contractor Representative	JULIE PEPPER		
Approval Signature		Date	7/14/16
State Authorized Rep	Georgia Maheras		
Approval Signature		Date	e-Signed by Georgia Maheras on 2016-07-14 17:20:49 GMT
DVHA Contract Administrator	Leah Korce		
Approval Signature		Date	e-Signed by Leah Korce on 2016-07-14 17:23:23 GMT

<p>Appendix I – Required Forms</p> <p>Wakely Consulting - #26303</p> <p>Task Order #6 (Medicaid ACO Cap Rates)</p> <p>Start Date: 8/1/2016</p> <p>End Date: 6/30/2017</p> <p>Total Cost: \$400,000</p>
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Scope of Work	Deliverable Description and Due Dates	Contract Provision Reference	Cost
Development of Task Order, including refinement of scope document and discussions with DVHA	Task Order and Scope Document		\$2,000
Review assumptions and rate development with GMCB actuary	Have calls with the GMCB actuaries, answer questions and present to GMCB		\$8,000
Review assumptions and rate development with OneCare actuary and OneCare CFO	Have calls with the OneCare and their consultants, answer questions and provide data and analyses as requested		\$50,000
Travel to Vermont	Two trips for one to two Wakely employees estimated at \$2,500 per trip		\$7,500
Develop methodology to evaluate the impact of redetermination	Detailed exhibits and Excel files with data summarized as appropriate (December 2016).		\$30,000
Evaluate the impact on the 2017 ACO capitation rates of the three changes in the participating provider list.	Detailed exhibits and Excel files with data summarized as appropriate, and presentations to DVHA and OneCare management (December 2016).		\$40,000
Calculate the impact on the 2017 ACO capitation rate of the additional excluded CPT codes requested by DVHA in August 2016.	Detailed exhibits and Excel files with data summarized as appropriate, and presentations to DVHA and OneCare management (December 2016).		\$10,000
Research and quantify the impact of the November change in the method of determining attributed members with third party liability	Detailed exhibits and Excel files with data summarized as appropriate, and presentations to DVHA and OneCare management (December 2016)		\$30,000
Develop method and quantify the impact of excluding newborns from ACO liability for 2017.	Detailed exhibits and Excel files with data summarized as appropriate, and presentations to DVHA and OneCare management (December 2016)		\$20,000
Revise rates, including underlying assumptions (trend, risk adjustment, completion factor, enrollment, etc.) based on the adjustments, data and decisions. Anticipate this will include multiple iterations (up to six)	Updated assumptions, rate, exhibits and discussions with DVHA and OneCare		\$150,000
Final Rate Package	Report outlining the final rate range, the		\$32,500

Legislative or other necessary follow up	negotiated rate, and support for the assumptions following CMS requirements Discussions or additional exhibits, based on the request		\$20,000
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Comments: Payment terms will be based on time spent (hourly rate x time spent by person) or travel expenses incurred.

Contractor Representative	JULIE PEPPER	
Approval Signature	e-Signed by Julie Peper on 2017-02-03 20:50:24 GMT	Date
State Authorized Rep	Georgia Maheras	
Approval Signature	e-Signed by Georgia Maheras on 2017-02-03 21:13:38 GMT	Date
DVHA Contract Administrator	Karen Sinor	
Approval Signature	e-Signed by Karen Sinor on 2017-02-07 12:42:31 GMT	Date