

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 in Montpelier, VT that the contract dated April 1, 2015 is to be amended January 1, 2016 as follows:

1. 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 **April 1, 2015** and end on **June 30, 2016**.

2. 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 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 C – Standard State Provisions: For Grants and Contracts
- 3). Attachment A – Scope of Work to be Performed
- 4). Attachment B – Payment Provisions
- 5). Attachment E – Business Associate Agreement
- 5). Attachment F – Standard State Provisions: AHS Customary Contract Provisions
- 6). Appendix I – Required Forms

3. Attachment A: By inserting on page 6, Sections VII – IX, into the Base agreement in between *Section VI* and before the section titled *Subcontractor Requirements*:

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 #:	802-878-7981	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	312 Hurricane Lane, Suite 201 Williston, VT 05495	PO Box 1457 Montpelier, VT 05601
Email	Howard.Pallotta@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 primarily responsible for the review of invoices presented by the Contractor.

4. Attachment A: By striking out on page 6, Subcontractor Requirements of the Base agreement and substituting in lieu thereof:

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.

No personnel or sub-contractors being paid under this contract shall be responsible for contract management or invoice approval for any other State contracts with the Contractor.

The following subcontractors are approved for work under this agreement:

Position and Title	Annual	% FTE for 6 months	Contracted by deliverable	Amount requested
Clinician Community Champion Blue Cross Blue Shield of Vermont:– Josh Plavin MD MPH	\$245,025	5%		In Kind

Clinical Content Expert/Regional clinical opinion leader - Gifford Health Care: – Milt Fowler MD	\$245,025	5%		\$6,126
Clinical Content Expert/Regional clinical opinion leader Little Rivers Health Center:– Fay Homan MD	\$245,025	5%		\$6,126
Qualitative Researcher- Erica Garfin MA			Yes/\$150 per hr	\$40,500 (270 hrs)
QI Measurement and Content Expert- Tupelo Group: Randy Messier			Yes/\$145 per hr	\$3,000 (20.69 hrs)
Patient and Family Surveyor- Brian Costello MD			Yes/\$60 per hr	\$10,000 (167 hrs)

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:

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 \$140,329 and shall be based on the budget table under #6, below.

2. Key Personnel:

Position and Title	Rate/hr
Foundation Director - Cyrus Jordan	\$150
Business manager - Colleen Mange	\$37.5
Operations manager - Stephanie Winters	\$37.5
Admin Assistant - Deb Fernandez	\$12

3. No benefits or insurance will be reimbursed by the State.
4. In-State travel is approved under this agreement at State of Vermont rates, see Appendix I.
5. **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. The State shall reimburse the Contractor for Subcontractor costs up to the total maximum amount of

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. Budget Table:

Pursuing High Value Care for Vermonters		
Frail Elderly VHCIP Payment Models		
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 literature review	\$	1,000
Website	\$	500
Supplies subtotal	\$	2,000
Indirect		
	\$	-
Contracts		
Clinical champion	\$	-
Clinical content expert	\$	6,126
Clinical content expert	\$	6,126
Qualitative Researcher	\$	40,500
QI and Measurement content expert	\$	3,000
Patient and Family surveyor	\$	10,000
Contracts subtotal	\$	65,751
Total		
	\$	140,329

6. Attachment C: By replacing in its entirety with the following approved version dated 9/1/2015:

**ATTACHMENT C: STANDARD STATE PROVISIONS
FOR CONTRACTS AND GRANTS**

- 1. Entire Agreement:** This Agreement, whether in the form of a Contract, State Funded Grant, or Federally Funded Grant, represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect.
- 2. Applicable Law:** This Agreement will be governed by the laws of the State of Vermont.
- 3. Definitions:** For purposes of this Attachment, "Party" shall mean the Contractor, Grantee or Subrecipient, with whom the State of Vermont is executing this Agreement and consistent with the form of the Agreement.
- 4. Appropriations:** If this Agreement extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this Agreement, the State may cancel at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, and in the event federal funds become unavailable or reduced, the State may suspend or cancel this Grant immediately, and the State shall have no obligation to pay Subrecipient from State revenues.
- 5. No Employee Benefits For Party:** The Party understands that the State will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation or sick leave, workers compensation or other benefits or services available to State employees, nor will the state withhold any state or federal taxes except as required under applicable tax laws, which shall be determined in advance of execution of the Agreement. The Party understands that all tax returns required by the Internal Revenue Code and the State of Vermont, including but not limited to income, withholding, sales and use, and rooms and meals, must be filed by the Party, and information as to Agreement income will be provided by the State of Vermont to the Internal Revenue Service and the Vermont Department of Taxes.
- 6. Independence, Liability:** The Party will act in an independent capacity and not as officers or employees of the State.

The Party shall defend the State and its officers and employees against all claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party. The State shall notify the Party in the event of any such claim or suit, and the Party shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit.

After a final judgment or settlement the Party may request recoupment of specific defense costs and may file suit in Washington Superior Court requesting recoupment. The Party shall be entitled to recoup costs only upon a showing that such costs were entirely unrelated to the defense of any claim arising from an act or omission of the Party.

The Party shall indemnify the State and its officers and employees in the event that the State, its officers or employees become legally obligated to pay any damages or losses arising from any act or omission of the Party.
- 7. Insurance:** Before commencing work on this Agreement the Party must provide certificates of insurance to show that the following minimum coverages are in effect. It is the responsibility of the Party to maintain current certificates of insurance on file with the state through the term of the Agreement. No warranty is made that the coverages and limits listed herein are adequate to cover and protect the interests of the Party for the Party's operations. These are solely minimums that have been established to protect the interests of the State.

Workers Compensation: With respect to all operations performed, the Party shall carry workers' compensation insurance in accordance with the laws of the State of Vermont.

General Liability and Property Damage: With respect to all operations performed under the contract, the Party shall carry general liability insurance having all major divisions of coverage including, but not limited to:

Premises - Operations

The policy shall be on an occurrence form and limits shall not be less than:

- \$1,000,000 Per Occurrence
- \$1,000,000 General Aggregate
- \$1,000,000 Products/Completed Operations Aggregate
- \$ 50,000 Fire/ Legal/Liability

Party shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this Agreement.

Automotive Liability: The Party shall carry automotive liability insurance covering all motor vehicles, including hired and non-owned coverage, used in connection with the Agreement. Limits of coverage shall not be less than: \$1,000,000 combined single limit.

Party shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this Agreement.

Professional Liability: Before commencing work on this Agreement and throughout the term of this Agreement, the Party shall procure and maintain professional liability insurance for any and all services performed under this Agreement, with minimum coverage of **\$2,000,000** per occurrence, and **\$2,000,000** aggregate.

- 8. Reliance by the State on Representations:** All payments by the State under this Agreement will be made in reliance upon the accuracy of all prior representations by the Party, including but not limited to bills, invoices, progress reports and other proofs of work.
- 9. Requirement to Have a Single Audit:** In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, the Subrecipient will complete the Subrecipient Annual Report annually within 45 days after its fiscal year end, informing the State of Vermont whether or not a Single Audit is required for the prior fiscal year. If a Single Audit is required, the Subrecipient will submit a copy of the audit report to the granting Party within 9 months. If a single audit is not required, only the Subrecipient Annual Report is required.

For fiscal years ending before December 25, 2015, a Single Audit is required if the subrecipient expends \$500,000 or more in federal assistance during its fiscal year and must be conducted in accordance with OMB Circular A -133. For fiscal years ending on or after December 25, 2015, a Single Audit is required if the subrecipient expends \$750,000 or more in federal assistance during its fiscal year and must be conducted in accordance with 2 CFR Chapter I, Chapter II, Part 200, Subpart F. The Subrecipient Annual Report is required to be submitted within 45 days, whether or not a Single Audit is required.

- 10. Records Available for Audit:** The Party shall maintain all records pertaining to performance under this agreement. "Records" means any written or recorded information, regardless of physical form or characteristics, which is produced or acquired by the Party in the performance of this agreement. Records produced or acquired in a machine readable electronic format shall be maintained in that format. The records described shall be made available at reasonable times during the period of the Agreement and for three years thereafter or for any period required by law for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.
- 11. 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.

- 12. 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.
- 13. 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.
- 14. 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.
- 15. Sub-Agreements:** Party shall not assign, subcontract or subgrant the performance of this Agreement or any portion thereof to any other Party without the prior written approval of the State. Party also agrees to include in all subcontract or subgrant agreements a tax certification in accordance with paragraph 13 above.
- 16. No Gifts or Gratuities:** Party shall not give title or possession of any thing of substantial value (including property, currency, travel and/or education programs) to any officer or employee of the State during the term of this Agreement.
- 17. Copies:** All written reports prepared under this Agreement will be printed using both sides of the paper.
- 18. Certification Regarding Debarment:** Party certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, neither Party nor Party's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in federal programs, or programs supported in whole or in part by federal funds.

Party further certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, Party is

not presently debarred, suspended, nor named on the State's debarment list at:

<http://bgs.vermont.gov/purchasing/debarment>

- 19. Certification Regarding Use of State Funds:** In the case that Party is an employer and this Agreement is a State Funded Grant in excess of \$1,001, Party certifies that none of these State funds will be used to interfere with or restrain the exercise of Party's employee's rights with respect to unionization.
- 20. Internal Controls:** In the case that this Agreement is an award that is funded in whole or in part by Federal funds, in accordance with 2 CFR Part II, §200.303, the Party must establish and maintain effective internal control over the Federal award to provide reasonable assurance that the Party is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the award. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States and the "Internal Control Integrated Framework", issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).
- 21. Mandatory Disclosures:** In the case that this Agreement is an award funded in whole or in part by Federal funds, in accordance with 2CFR Part II, §200.113, Party must disclose, in a timely manner, in writing to the State, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures may result in the imposition of sanctions which may include disallowance of costs incurred, withholding of payments, termination of the Agreement, suspension/debarment, etc.
- 22. Conflict of Interest:** Party must disclose in writing any potential conflict of interest in accordance with Uniform Guidance §200.112, Bulletin 5 Section X and Bulletin 3.5 Section IV.B.

(AHS - State of Vermont – Attachment C - 9-1-2015_rev)

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

**Appendix I – REQUIRED FORMS
Invoice – Contract Agreements**

Contractor:	
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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.

**Appendix I – REQUIRED FORMS
 TRAVEL AND EXPENSE FORM**

Travel and Expense Form																	
Grantee/ Contractor Name: Starting Location Address:										Invoice #: Invoice Date:							
Grant/Contract Number:																	
				Travel					Meal Expenses			Other Expenses (Receipts Required)					
Travel Start Date	Travel End Date	Name of Traveler	Description (name of meeting, reason for travel, etc.)	State rate effective: 1/1/14 - 12/31/14: .565/mile State rate effective beginning 1/1/15: .575/mile					Per Diem In-State Rates (Vermont) R: \$5.00 L: \$6.00 D: \$12.85			Per Diem Out-of-State R: \$6.25 L: \$7.25 D: \$18.50			Receipts Required for Expenses in Categories Listed Below		Total
				Starting Address	Destination Address	End Address	Miles	Amount	Breakfast	Lunch	Dinner	Lodging	Airfare	Training/Registration	Other		
								\$ -								\$ -	
								\$ -								\$ -	
								\$ -								\$ -	
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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://humanresources.vermont.gov/salary/compensation/expense_reimbursement
 Bulletin 3.4: http://aoa.vermont.gov/sites/aoa/files/pdf/AOA-Bulletin_3_4.pdf

This amendment consists of 14 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

Steve Costantino, Commissioner Date
312 Hurricane Lane, Suite 201
Williston, VT 05495-2087
Phone: 802-879-5901
Email: steven.costantino@state.vt.us

Dr. Cyrus Jordan Date
Vermont Medical Society Education
and Research Foundation, Inc.
PO Box 1457
Montpelier, VT 05602
Email: cjordan@vtmd.org