

AMENDMENT

It is agreed by and between the State of Vermont, Department of Vermont Health Access (hereafter called the "State") and Innovative Resource Group LLC d/b/a APS Healthcare Midwest (APS) (hereafter called the "Contractor") that the contract on the subject of personal services for health and disease management services for the State's Chronic Care Management Program, including Intervention Services and Assessment Administration, effective June 15, 2007, is hereby amended effective July 1, 2014, as follows:

1. **By deleting Section 3 (Maximum Amount) on page 1 of 45 of the base agreement, as amended by Amendments 2 and 3, and substituting in lieu thereof the following Section 3:**
2. **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 \$22,447,010.
3. **By deleting Section 4 (Contract Term) on page 1 of 45 of the base agreement, as amended by Amendments 2 and 3, and substituting in lieu thereof the following Section 4:**
4. **Contract Term.** The period of the Contractor's performance shall begin on June 15, 2007 and end on June 30, 2015.
4. **By replacing the end of Attachment A (Specifications of Work to Be Performed), beginning on page 5 of 45 of the base agreement, "Transition Work" as inserted into the agreement within Amendment 4, and substituting in lieu thereof the following "Transition Work" paragraph:**

Transition Work:

In partnership with the State, the Contractor shall participate in the transition services described below (the "Transition Services") for the provision of services under the VCCI program at no additional charge to the State. The period during which Contractor provides such Transition Services shall be deemed to be the "Transition Period." The Contractor shall design a transition plan that will allow the Contractor to transfer data collected since 2007 from the Contractor to a newly awarded Care Management and Supplemental Services Entity. Data shall include data files, logs, scripts, data dictionaries, reports, and other work products to transfer historic program data to allow the state to provide continuity of VCCI business operations.

The Contractor shall provide the following Transition Services. All data described below shall cover the period from July 1, 2007 (except as otherwise specifically set forth below) to the end of the term of the Agreement and the parties shall mutually agree on the number of files necessary to cover this period. Required data collection and associated work products shall consist of the following

1. Data files including member name, ID number, most recent acuity, and Total Risk Score ("TRS") with DMID dates

2. Member outreach/interaction data file consisting of Member name, ID number, contact date, and note;
3. Data file containing Member name, ID number, episode ID, screening date, open date, closed date, closed reason, and case duration;
4. Data file consisting of Member name, ID number, most recent provider ID, provider name, create date, and PCP indicator;
5. Data files consisting of member name, member ID and (a) Plan of Care problems, create date, and status; (b) goals, create date, and status;
6. Assessment data file by member name and member ID containing the following elements: type of assessment, date completed, text of questions, and text of answers;
7. Case Duration by Acuity Report (commencing in 2009);
8. VCCI Cumulative Unique Members Report by year;
9. All member level detail associated with each case/episode including bio-medical data, letters, consents, and medical records uploaded;
10. VCCI brochure template and logos; and
11. Provider presentations, attendance sheets, local HSA data, provider outreach tracking report and provider lists from October, 2013 to present.

It is the data contained in numbers 1-11 above, plus any additional data file requests, that the Contractor will transfer to the State in an agreed upon format and to a mutually agreeable secure site. The Contractor shall produce a draft plan for this transition to the State for review by August 1, 2014. The parties agree to the goal of producing a final transition plan acceptable to the State on or before September 1, 2014. The State will not unreasonably withhold approval.

The transition plan shall include all of the following:

- a) A timetable for data turnover;
- b) The strategy for turnover of data to the State via a mutually agreed upon secure site;
- c) Identification of the Contractor's staff who will assist the State in its transition to the new enterprise care management system that is projected to be implemented by February 2, 2015;
- d) A test file process.

The State and the Contractor recognize that the timeline to establish a new Care Management Vendor may be delayed beyond February 2, 2015. In this case, the State and the Contractor may alter the timetable for construction and acceptance of a transition plan. Such timetable shall be mutually agreed upon. However, the parties agree that such schedule shall allow for acceptance of the plan to occur prior to 90-days before the new Care Management Entity goes live for VCCI service operations.

The parties agree the State will withhold a percentage of payment pending completion of transition deliverables, as more specifically described in Attachment B below.

The parties agree to perform the following tasks to assist with both the clarity of the deliverables and to test whether they are delivered in accordance with the term of this agreement:

1. Meetings prior to the Transition Period to both identify what is needed by the State and what records are not necessary to be transferred;
2. Letter agreements to move timelines based on the needs of the parties as long as the 90-day term above is met;

5. **By deleting Section IV, Administrative Provisions beginning on page 8 of 45 of the base agreement, as previously amended, and substituting in lieu thereof the following:**

The Contractor shall request and receive approval from the State in advance of distribution of any materials with clinical content. At the State's request, the Contractor shall be on site to meet with State staff, consultants, contractors, providers, and other State or Legislative officials, as reasonably required for the provision of services or the provision of Transition Services.

6. **By deleting Attachment B (Payment Provisions), beginning on page 25 of 45 of the Base agreement, as amended by Amendments 1, 2, 3 and 4, and substituting in lieu thereof the following Attachment B:**

**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 services specified in Attachment A, or services actually performed, 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:

The total maximum amount payable under this contract shall not exceed \$22,447,010. Contractor invoices for services shall be submitted monthly and shall include the description of work performed during the specified billing period, program details, any required reports for that time period, and the total amount billed. Contractor shall also submit data relating to its operational expenses on a quarterly basis.

Contract Year 8 (July 1, 2014 – June 30, 2015)

Payment for the Advanced Improvement Program and care management support for Contract Year 8 beginning July 1, 2014, and ending June 30 2015 shall be based on monthly invoices in the amount of \$220,054, totaling \$2,640,648 for Year 8. In the event work is completed under this contract these payments will be made for all months of Contract Year 8, including the Transition Period.

There shall be no Cost Savings goal or associated fees at risk for Contract Year 8.

The Contractor agrees to a fifteen percent (15%) withhold of each monthly invoice amount for each of the last two months of the Contract Year 8 term, to demonstrate full compliance with all transition requirements outlined in Section 4, Transition Work.

The 15% withhold, or proportion thereof, will not be paid until after the end of the Contract Period, and only if the Contractor substantially complies with all transition requirements and provides all transition deliverables. In the event that the State reasonably determines that the Contractor has not substantially complied with all transition requirements and transition deliverables, the State shall provide Contractor with a list of the specific items to be cured, and the parties shall discuss the matter in good faith. The State shall pay the withhold to the Contractor within 30-days of Contractor's cure of all outstanding items to the reasonable satisfaction of the State. The parties understand and agree that the Contractor shall not be responsible for any delay or non-performance caused by any act, omission or failure of cooperation of the State's new vendor relating to the transition deliverables, the transition requirements or the transition plan.

In the event that the State does not provide the Contractor with a written list of items to be cured on or before the end of the Contract Year 8 term, the State shall authorize release and pay the withhold within 30-days of the end of such term.

INNOVATIVE RESOURCE GROUP LLC D/B/A APS HEALTHCARE MIDWEST (APS) AMENDMENT #6

The State and Contractor will work together to assure the completion of the work within the overall budget and the completion of the proposed activities as described in Attachment A and its appendices.

1. The Contractor will submit a monthly bill/invoice for services rendered under this contract along with evidence of work performed to:

Michelle A. Mosher,
DVHA Contract & Grant Administrator
Department of Vermont Health Access
312 Hurricane Lane, Suite 201
Williston, VT 05495-1201

2. The State will remit all payments electronically as specified by the Contractor. The Contractor's point of contact shall be:

Innovation Resource Group LLC
d/b/a APS Healthcare Midwest
Attn: Revenue Department
44 South Broadway, Suite 1200
White Plains, NY 10601-4411

7. **By deleting on pages 32 of 45 of the base agreement, and as updated by Amendment 4, Attachment C (Customary Provisions for Contracts and Grants) in its entirety, and substituting in lieu thereof of the Attachment C, revised 6/9/14, which is an attachment to this amendment beginning on page 6 of 9.**

This amendment consists of 9-pages. Except as modified by this amendment and any previous amendments, all provisions of this contract, (#11303) dated June 15, 2007 shall remain unchanged and in full force and effect.

STATE OF VERMONT

DEPARTMENT OF VERMONT HEALTH ACCESS

CONTRACTOR

APS HEALTHCARE

MARK LARSON, COMMISSIONER DATE
312 Hurricane Lane, Suite 201
Williston, VT 05495-2087
Phone: 802-879-5901
Email: Mark.Larson@state.vt.us
AHS/DVHA

ROBERT WAEGELEIN, PRESIDENT DATE
44 South Broadway, Suite 1200
White Plain, NY 10601-4411
Email: rwaegelein@universalamerican.com
CONTRACTOR

**ATTACHMENT C
CUSTOMARY 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 appropriations are insufficient to support this Agreement, the State may cancel on a date agreed to by the parties or upon the expiration or reduction of existing appropriation authority. In the case that this Agreement is funded in whole or in part by federal or other non-State funds, and in the event those funds become unavailable or reduced, the State may suspend or cancel this Agreement immediately, and the State shall have no obligation to fund this Agreement 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. The Party shall notify its insurance company and the State within 10 days of receiving any claim for damages, notice of claims, pre-claims, or service of judgments or claims, for any act or omissions in the performance of this Agreement.

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 coverage is 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 coverage 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 Agreement, the Party shall carry general liability insurance having all major divisions of coverage including, but not limited to:

Premises - Operations
Products and Completed Operations
Personal Injury Liability
Contractual Liability

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 ***\$1,000,000*** per occurrence, and ***\$1,000,000*** 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 will maintain all books, documents, payroll papers, accounting records and other evidence pertaining to costs incurred under this agreement and make them available at reasonable times during the period of the Agreement and for three years thereafter 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. The State, by any authorized representative, shall have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed under this Agreement.

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 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.

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.