

AMENDMENT

It is agreed by and between the State of Vermont, Department of Vermont Health Access (hereafter called the "State") and Myers and Stauffer LC (hereafter called the "Contractor") that the contract on the subject of cost settlement and audit services for Vermont's Medicaid programs, effective February 1, 2013, is hereby amended effective May 15, 2015, as follows:

- 1. By deleting Section 3 (Maximum Amount) on page 1 of 38 and as previously amended, and substituting in lieu thereof the following Section 3:**

3. Maximum Amount. In consideration of the services to be performed by Contract, the State agrees to pay Contractor, in accordance with the payment provisions specified in Attachment B, a sum not to exceed \$311,627.44.

- 2. By adding to Attachment A beginning on page 3 of 37 of the base agreement and as previously amended, the following Section VIII: Special Projects:**

VIII: Special Projects

- a. The State may initiate new cost settlement and audit services, technical assistance, and annual rate setting work as it pertains to Vermont's Medicaid programs by requesting a proposal from the Contractor. The request will be prepared by the State and will include the following:
 - i. Contact Individual
 - ii. Type of Activity (e.g., Audits, Technical Assistance, Annual Rate Setting, Etc.)
 - iii. Project Goal(s)
 - iv. Brief Description of Project
 - v. Project Deliverable(s)
 - vi. Estimated Project Duration/Phasing
 - vii. Description of Expected Timeline of Project
- b. The State may initiate new cost settlement and audit services, technical assistance, and annual rate setting work as it pertains to Vermont's Medicaid programs by submitting unsolicited proposals. Unsolicited proposals and proposals prepared by the Contractor in response to the State's requests shall include the following:
 - i. Project title
 - ii. A detailed work plan, including project description, specific activities and deliverables/products
 - iii. Time estimate required to complete the project and project completion date
 - iv. The point of contact responsible for the project for the State and the Contractor
 - v. Identification of where the work will be performed
 - vi. A list of personnel who will be working on the project

vii. Detailed budget stating a maximum cost to complete the project

c. Review and Finalization of New Projects

Proposals for new projects under Section VII of this agreement shall be reviewed by the State. Upon consideration of the proposal, the State and Contractor must complete the Task Order Form (Appendix I). Both the State and the Contractor have the right to approve or deny any Task Order submitted to the other party. The finalized Task Order document will be submitted to the State for final approval and be signed by the Contractor, the State Authorized Representative, and the DVHA Business Office. The Task Order must indicate: scope, source of funds, payment provisions, points of contact, ownership of data and any applicable data use agreement, and project specifics. Each Task Order must be approved before any work shall begin. The State will not pay for services that are not previously approved in a Task Order. The State Authorized Representative and the DVHA Business Office have final authority over whether or not a Task Order is accepted and initiated under this agreement.

Changes to a Task Order shall be accomplished by written modification as agreed to by both parties and will be reflected in a new Task Order.

d. Project Deliverables

At the conclusion of a project assignment, the final deliverables/products prepared in accordance with what was agreed upon in the executed Task Order document will be submitted to the State. Acceptance of the deliverables/products by the State shall represent the Contractor's fulfillment of the project assignment. The State will have thirty days to acknowledge the final deliverables/products or to reject them. Rejection of the final deliverable regarding research projects will not be based on the failure to achieve particular results.

e. Authorized Representatives

The following individuals are authorized representatives of the State:

State Authorized Representatives

Kara Suter

Director of Payment Reform

Kara.Suter@state.vt.us

Deb Stempel

Reimbursement Unit

Deborah.Stempel@state.vt.us

DVHA Business Office

Meaghan Kelley

Contract Manager

Meaghan.Kelley@state.vt.us

3. **By deleting Section III (Audit Schedule: Listing of Facilities Subject to Audit) beginning on page 7 of 38 of the base agreement and as previously amended, and substituting in lieu thereof the Audit Schedule that is an attachment to this amendment beginning on page 4 of 12.**
4. **By deleting within Attachment B beginning on page 21 of 38 of the base agreement and as previously amended, the Payment Schedule for February 1, 2015 – January 31, 2016, which is an attachment to this amendment on page 7 of 12.**

5. **By deleting Item number 4 in Attachment B on page 23 of 38 of the base agreement and as previously amended, and substituting in lieu thereof the following item number 4:**
 4. The total maximum amount payable under this contract shall not exceed \$311,627.44.
6. **By deleting Attachment C (revised 9/30/2014) beginning on page 23 of 37 of the base agreement and as previously amended, and substituting in lieu thereof the Attachment C (revised 3/1/2015) which is an attachment to this amendment beginning on page 8 of 12.**
7. **By adding Appendix I – Required forms, which is an attachment to this amendment beginning on page 12 of 12.**

This amendment consists of 12 pages. Except as modified by this amendment and any previous amendments, all provisions of this contract, (#23801) dated February 1, 2013 shall remain unchanged and in full force and effect.

STATE OF VERMONT
DEPARTMENT OF VERMONT HEALTH ACCESS

CONTRACTOR
MYERS AND STAUFFER LC

STEVEN COSTANTINO, COMMISSIONER DATE
312 Hurricane Lane, Suite 201
Williston, VT 05495-2087
Phone: 802-879-5901
Email: Steven.Costantino@state.vt.us

JOHN KRAFT, CPA. CHFP - MEMBER DATE
400 Redland Court, Suite 300
Owing Mills, MD 21117
Phone: 410-581-4543
Email: JKraft@MSLC.com

SECTION III
Audit Schedule: Listing of Facilities Subject to Audit
February 1, 2015 – January 31, 2016

Listing of RHC - Hospital Based

Medicaid Provider #s	Medicare Provider #s	Name	Fiscal Year End	Medical	Dental	Pharmacy	Calendar 2013	Calendar 2014	Calendar 2015
0303989	0303989	Cottage Hospital	September 30th	X	n/a	n/a	Yes	Yes	Yes
0473981	0473981	Grace Cottage Hospital	September 30th	X	n/a	n/a	Yes	Yes	Yes
0303988	0303988	Littleton Hospital Association	September 30th	X	n/a	n/a	Yes	Yes	Yes
0473979, 0473980, 0473982, 0473987, 0473990	0473979, 0473980, 0473982, 0473987, 0473990	North County Hospital	September 30th	X	n/a	n/a	Yes	Yes	Yes
0473988, 0473989, 0473991	0473988, 0473989, 0473991	Northeastern Vermont Regional Hospital	September 30th	X	n/a	n/a	Yes	Yes	Yes
0303975, 0303976, 0303977, 0303991	0303975, 0303976, 0303977, 0303991	Weeks Medical Center	September 30th	X	n/a	n/a	Yes	Yes	Yes

Listing of RHC - Free Standing

Medicaid Provider #s	Medicare Provider #s	Name	Fiscal Year End	Medical	Dental	Pharmacy	Calendar 2013	Calendar 2014	Calendar 2015
0473830	0473830	Arlington Family Practice Terminated 11/23/2014	December 31st	X	n/a	n/a	Yes	Yes	Yes
0473824	0473824	Cold Hollow Family Practice	December 31st	X	n/a	n/a	Yes	Yes	Yes
0473829	0473829	Mountain Valley Medical Clinic	December 31st	X	n/a	n/a	Yes	Yes	Yes
0473814	0473814	Newport Pediatrics & Adolescent Medicine	December 31st	X	n/a	n/a	Yes	Yes	Yes
0473827	0473827	Ryder Brook Pediatrics	December 31st	X	n/a	n/a	Yes	Yes	Yes

Listing of FQHC Free Standing

Medicaid Provider #	Medicare Provider #	Name	Fiscal Year End	Medical	Dental	Pharmacy	Calendar 2013	Calendar 2014	Calendar 2015
0301804	0301804	Ammonoosuc Community Health Care Services	June 30th	X	n/a	n/a	Yes	Yes	Yes
0471849	0471849	Battenkill Valley Health Center, Inc.		X			No	Yes	Yes
0000F02, 0001692	471800	Community Health Center of Burlington	April 30th	X	X	n/a	Yes	Yes	Yes
0471819, 0471820, 0471821, 0471823, 1017657	0471819, 0471820, 0471821, 0471823	Copley Professional Service Group	September 30th	X	X	n/a	Yes	Yes	Yes
0471846	0471846	Five Town Health Alliance, Inc. d/b/a Mountain Health Center	September 30th	X	n/a	n/a	No	Yes	Yes
0471850, 0471851, 0471852, 0471853, 0471854, 0471855	0471850, 0471851, 0471852, 0471853, 0471854, 0471855	Gifford Health Care Inc.	September 30th	X	n/a	n/a	No	Yes	Yes
0301819, 0471847	0301819, 0471847	Indian Stream Health Center, Inc.	December 31st	X	n/a	n/a	Yes	Yes	Yes
1012615	0471826	Little Rivers Health Care, Inc.	December 31st	X	n/a	n/a	Yes	Yes	Yes
0471817, 0471818, 1006333	0471817, 0471818	Northeast Washington County Community Health (d/b/a The Health Center of Plainfield)	June 30th	X	X	n/a	Yes	Yes	Yes

Listing of FQHC Free Standing Continued

Medicaid Provider #s	Medicare Provider #s	Name	Fiscal Year End	Medical	Dental	Pharmacy	Calendar 2013	Calendar 2014	Calendar 2015
0471801, 0471802, 0471803, 0471804, 0471808, 1006335, 0007175	0471801, 0471802, 0471803, 0471804, 0471808	Northern Counties Health Care, Inc.	March 31st	X	X	X	Yes	Yes	Yes
0000F04, 0471811, 0471812, 0471813, 0471827, 0471848, 1006168, 1017783	0471807, 0471811, 0471812, 0471813, 0471827, 0471848,	Richford Health Center Inc. (NOTCH)	December 31st	X	X	n/a	Yes	Yes	Yes
0471814, 0471815, 0471816, 0471836, 0471842, 0471844, 1017612, 1013682	0471814, 0471815, 0471816, 0471836, 0471842, 0471844,	Community Health Centers of Rutland Region	December 31st	X	X	n/a	Yes	Yes	Yes
0301820, 0471828, 0471830, 0471833, 0471839, 0471845, 1018998, 1019101	0301820, 0471828, 0471830, 0471833, 0471839, 0471845,	Springfield Medical Care Systems, Inc.	September 30th	X	X	n/a	Yes	Yes	Yes

Payment Schedule
February 1, 2015- January 31, 2016

Provider Type	Task	Units	Estimated Hours Per Unit	Estimate Total Hours	Hourly Rate	Total Cost
RHC	Cost Report Acceptance	5	1	5	\$81.03	\$405.15
RHC	Final Cost Settlement	11	20	220	\$97.19	\$21,381.80
RHC	Annual Rate Setting	5	1	5	\$91.03	\$455.15
FQHC	Cost Report Acceptance	13	1	13	\$81.03	\$1,053.39
FQHC	Final Cost Settlement	15	20	180	\$97.19	\$17,494.20
FQHC	Annual Rate Setting	13	1	13	\$81.03	\$1,053.39
FQHC- Dental Clinic	Quarterly Interim Settlement	21	2	42	\$81.03	\$3,403.26
Hospitals	Cost Report Acceptance	28	8	224	\$81.03	\$18,150.72
Hospital Based FQHC/RHC	Annual Rate Setting	28	1	28	\$81.02	\$2,268.84
N/A	General Supervision and Admin.		1	140	\$150.22	\$21,030.80
N/A	Special Projects		1	288	\$97.16	\$28,014.36
Totals				1,158		\$114,711.06*
Total Previous Years Combined Budget						\$196,916.38
Total Contract Amount						\$311,627.44*

*Please note: In Amendment 4, this chart was incorrectly calculated. The maximum amount for the period of February 1, 2015 through January 31, 2016 was listed as \$99,432.06. However, the actual cost for the term was \$99,711.06. In addition, the total contract amount was incorrectly calculated at \$296,830.92 when it should have been \$296,627.44. This chart has been updated to reflect the correct figures for this period while also adding \$15,000 to the Special Projects category.

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
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 \$N/A per occurrence, and \$N/A 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:**
- 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.
 - 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.
 - 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.
 - 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:
- is not under any obligation to pay child support; or
 - is under such an obligation and is in good standing with respect to that obligation; or
 - 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 IX and Bulletin 3.5 Section IV.B.

(End of Standard Provisions)

AHS -State of Vermont – Attachment C_3-1-2015_rev

APPENDIX I – REQUIRED FORMS

Task Order #XX

Contractor Name:

Agreement Number:

Amount Requested for Approval:

Scope of Work to be Performed:

Budget (Including Source of Funds):

Deliverables and Performance Measures:

Period of Performance:

Approvals:

State of Vermont

Contractor

Signature

Signature

Date

Date