

# DVHA Routing Form

Revision Date 5/1/12

Type of Agreement: Contract      Agreement #: 23099      Form of Agreement: Amendment      Amendment #: 1

Name of Recipient: University of Vermont and State Agriculture College      Vendor #: 42844

Program Manager : Kelly Gordon      Phone #: 802-879-5905

Agreement Manager: Sawyer Joecks      Phone #: 802-879-5922

Brief Explanation of Agreement: Amendment adds language for payment terms and the hiring of a Medical Director

Start Date: October 1, 2012      End Date: 9/30/2014      Maximum Amount: \$1,332,085.00

Amendments Only:      Maximum Prior Amount: \$1,332,085.00      Percentage of Change: 0.00%

Bid Process (Contracts Only):     Standard     Simplified     Sole Source     Statutory     Master Contract SOW

Funding Source

<u>Global Commitment 93.778</u>	<u>\$1,332,085.00</u>		

Contents of Attached Packet

- AA-14                       Attachments A, B, C & F                       Attachment G - Academic Research
- Sole Source Memo                       Attachment D - Modifications to C & F                       MOU
- Qualitative/Justification Memo                       Attachment E - Business Associate Agreement                       Other: Base

Reviewer	Reviewer Initials	Date In	Date Out
DVHA Grant & Contract Administrator	<u>Kate Jones</u>		<u>11/8</u>
DVHA BO	<u>Jill Gould</u>	<u>11/9/12</u>	<u>11/9/12</u>
DVHA Commissioner or Designee	<u>Mark Larson, Commissioner</u>	<u>11.13.12</u>	<u>11.13.12</u>
AHS Attorney General	<u>Seth Steinzor, AAG</u>		<u>11/20/12</u>
Following Approvals for Contracts Only:			
AHS CIO			
AHS Central Office	<u>Martha Giglio</u>		<u>11/28/12</u>
AHS Secretary			

Vision Account Codes:

341001 / 20405 / 507600 / 41703 *kj*

FFATA Entry     Grant Tracking Module    Vision PO #: \_\_\_\_\_    Initials & Date: \_\_\_\_\_    Approval & B/C: \_\_\_\_\_

STATE OF VERMONT CONTRACT SUMMARY AND CERTIFICATION ----- Form AA-14 (8/22/11)

Note: All sections are required. Incomplete forms will be returned to department.

**I. CONTRACT INFORMATION:**

Agency/Department: AHS/ DVHA Contract #: 23099 Amendment #: 1  
 Vendor Name: University of Vermont and State Agriculture College VISION Vendor No: 42844  
 Vendor Address: College of Medicine; St. Josephs 7, UHC Campus, 1 So. Prospect Street, Burlington, VT 05401  
 Starting Date: 10/1/2012 Ending Date: 9/30/2014 Amendment Date: 12/1/2012  
 Summary of agreement or amendment: Amendment adds language for payment terms and the hiring of a Medical Director

**II. FINANCIAL INFORMATION**

Maximum Payable: \$1,332,085.00 Prior Maximum: \$ 1,332,085.00 Prior Contract # (If Renewal): 13762  
 Current Amendment: \$0.00 Cumulative amendments: \$ 0.00 % Cumulative Change: 0.00 %  
 Business Unit(s): 03410; ; - [notes: ] VISION Account(s): 507600;

**II. PERFORMANCE INFORMATION**

Does this Agreement include Performance Measures tied to Outcomes and/or financial reward/penalties?  Yes  No

Estimated Funding Split: G-Fund % S-Fund % F-Fund % GC-Fund 100.00 % Other %

**III. PUBLIC COMPETITION**

The agency has taken reasonable steps to control the price of the contract or procurement grant and to allow qualified organizations to compete for the work authorized by this contract. The agency has done this through:

Standard bid or RFP  Simplified Bid  Sole Sourced  Qualification Based Selection  Statutory

**IV. TYPE OF AGREEMENT & PERFORMANCE INFORMATION**

Check all that apply:  Service  Personal Service  Architect/Engineer  Construction  Marketing  
 Information Technology  Other, describe:

**V. SUITABILITY FOR CONTRACT FOR SERVICE**

Yes  No  n/a If this is a Personal Service contract, does this agreement meet all 3 parts of the "ABC" definition of independent contractor? (See Bulletin 3.5) If NO, then contractor must be paid through Payroll

**VI. CONTRACTING PLAN APPLICABLE:**

Are one or more contract or terms & conditions provisions waived under a pre-approved Contracting Plan?  Yes  No

**VII. CONFLICT OF INTEREST**

By signing below, I certify that no person able to control or influence award of this contract had a pecuniary interest in its award or performance, either personally or through a member of his or her household, family, or business.

Yes  No Is there an "appearance" of a conflict of interest so that a reasonable person may conclude that this party was selected for improper reasons: (If yes, explain)

**VIII. PRIOR APPROVALS REQUIRED OR REQUESTED**

Yes  No Agreement must be approved by the Attorney General under 3 VSA §311(a)(10) (personal service)  
 Yes  No I request the Attorney General review this agreement as to form  
 No, already performed by in-house AAG or counsel: \_\_\_\_\_ (initial)  
 Yes  No Agreement must be approved by the Comm. of DII; for IT hardware, software or services and  
 Telecommunications over \$100,000  
 Yes  No Agreement must be approved by the CMO; for Marketing services over \$15,000  
 Yes  No Agreement must be approved by Comm. Human Resources (privatization and retiree contracts)  
 Yes  No Agreement must be approved by the Secretary of Administration

**IX. AGENCY/DEPARTMENT HEAD CERTIFICATION; APPROVAL**

I have made reasonable inquiry as to the accuracy of the above information:

1-13-12 Date Agency / Department Head Date Agency Secretary or Other Department Head (if required) N/A  
 11/21/12 Date Approval by Attorney General Date Approved by Commissioner of Human Resources  
 Date CIO Date CMO Date Secretary of Administration

State of Vermont  
Department of Vermont Health Access  
312 Hurricane Lane, Suite 201  
05495-2807  
dvha.vermont.gov

Agency of Human Services  
[Phone] 802-879-5900  
[Fax] 802-879-5651 Williston VT

MEMORANDUM

**TO:** Martha Giglio; Administrative Services, Agency of Human Services 

**FROM:** Mark Larson; Commissioner, Department of Vermont Health Access

**DATE:** November 6, 2012

**RE:** University of Vermont, Contract #23099, Amendment #1

The Department of Vermont Health Access would like to amend our agreement with the University of Vermont to add language around billing terms and language that will allow our Medical Director to be 0.75 FTE (Full Time Equivalency) to 1.0 FTE (previously we restricted the position to be 1.0 FTE.) Last month, our Medical Director Dr. Michael Farber resigned his position, and DVHA is now working with UVM to hire a replacement. This language change will establish the condition that a future Medical Director can be hired as anywhere from 0.75 FTE to 1.0 FTE.

Also, we discovered that in the contract language, the payment terms for a gap in service or prorated quarter are lacking detail. Since we are currently operating in a gap in service (and most likely a proration scenario once a Medical Director is hired), this language is essential to ensure that we are only paying UVM for reasonable expenses. This detail has been added in to Attachment B.

No dollars are being added to this contract, and there is no change in term length. This Amendment complies with all mandatory provisions of AOA Bulletin 3.5.

### AMENDMENT

It is agreed by and between the State of Vermont, Department of Vermont Health Access (hereafter called the "State") and University of Vermont (hereafter called the "Contractor") that the contract on the subject of special programs and Medicaid clinical management, effective October 1, 2012, is hereby amended effective December 1, 2012 as follows:

1. **By deleting on page 8 of 31 in Section 1 (Description), the following sentence:**

"The Medical Director will be 1.0 FTE"

**And substituting in lieu thereof the following sentence:**

"The Medical Director will also be between 0.75 and 1.0 FTE."

2. **By deleting on pages 14-15 in Attachment B, Section II (Project #1) in its entirety, and substituting in lieu thereof the following Section II:**

**"II. Project #1: Chief Medical Officer and Medical Director**

Costs for the State Chief Medical Officer (CMO) and State Medical Director will not exceed \$1,240,313.00 for the two-year contract period. Costs will include salary, fringe, direct personnel (expenses, in-state and out-of-state travel), operating and indirect costs. Out-of-state travel expenses for the CMO and Medical Director must be approved in advance of the travel by the Commissioner of DVHA; the Contractor will be reimbursed for mileage, food, and lodging expenses at the rates established by the Contractor.

The State will pay the Contractor a maximum of \$155,039.12 per quarter for the services provided in Attachment A, Section B, and the Project #1 description. Payment by State is contingent upon receipt and approval of a statement of the services provided by the CMO and Medical Director in the previous quarter, or receipt and approval of the documentation outlined in the Proration Scenario or Gap in Service Scenario in the previous quarter(s).

Proration Scenario

This quarterly payment will be prorated for the quarter in which the CMO or Medical Director begins working for the State. In the instance of a quarter in which a prorated payment is necessary, the percent of effort during the period shall be documented by the Contractor and submitted to the State to be included with the quarterly invoice.

Gap in Service Scenario

In the event of a gap in service from either the CMO or Medical Director, the Contractor may bill the State for reasonable effort and expenses related to recruitment and employment of the new CMO or Medical Director. Any effort and expenses attributed to recruitment and employment of these two positions shall be documented by the Contractor and submitted to the State to be included with the quarterly invoice.

**STATE OF VERMONT  
AMENDMENT TO PERSONAL SERVICES CONTRACT  
UNIVERSITY OF VERMONT**

**PAGE 3 OF 3  
CONTRACT 23099  
AMENDMENT #1**

This amendment consists of 3 pages. Except as modified by this amendment and any previous amendments, all provisions of this contract, (#23099) dated October 1, 2012 shall remain unchanged and in full force and effect.

**STATE OF VERMONT  
DEPARTMENT OF VERMONT HEALTH ACCESS**

**CONTRACTOR  
UNIVERSITY OF VERMONT**

 E-SIGNED by Mark Larson  
on 2012-Dec-04

MARK LARSON, COMMISSIONER                      DATE

 E-SIGNED by Ruth Farrell  
on 2012-Dec-04

RUTH FARRELL,    DATE  
ASS. VP FOR RESEARCH ADMINISTRATION