DVHA Routing Form

Revision Date 5/1/12

Type of Agreement: **Contract** Agreement #: **23099** Form of Agreement: **Amendment** Amendment #: **2**

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

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

Agreement Manager: **Meaghan Kelley** Phone #: **802-871-3302**

Brief Explanation of Agreement: **Amendment adds Project #4 to the agreement and updates Attachment C**

Start Date: **10/1/2012** End Date: **9/30/2014** Maximum Amount: **$1,326,085.00**

Amendments Only: Maximum Prior Amount: **$1,322,085.00** Percentage of Change: **0.30%**

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

Funding Source

Global Commitment 93.778	**$1,326,085.00**		

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:

Reviewer		Reviewer Initials	Date In	Date Out
DVHA Grant & Contract Administrator	**Kate Jones**	KEJ	2/6	2/7
DVHA BO	**Carrie Hathaway**	CH	2-7	2-7
DVHA Commissioner or Designee	**Mark Larson, Commissioner**	ML	2.7	2.7
AHS Attorney General	**Seth Steinzor, AAG**	SJ		2/19/13
Following Approvals for Contracts Only:				
AHS CIO				
AHS Central Office	**Martha Giglio**	MG		3/5/13
AHS Secretary				

Vision Account Codes: 3410012040550760041703 $4,000 KEJ

☐ 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 #:** 2

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:** 2/15/2013

Summary of agreement or amendment: Amendment adds language for Project #4 and updates Attachment C

II. FINANCIAL INFORMATION

Maximum Payable: $1,336,085.00 Prior Maximum: $ 1,332,085.00 Prior Contract # (If Renewal): 13762

Current Amendment: $4,000.00 Cumulative amendments: $ 4,000.00 % Cumulative Change: 0.30 %

Business Unit(s): 3410; ; - [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

☐ Yes ☒ No 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 3/5/13

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

2.8.13 _____ 3/6/13 _____

Date Agency / Department Head Date Agency Secretary or Other Department Head (if required)

2/19/13 _____

Date Approval by Attorney General Date Approved by Commissioner of Human Resources

Date CIO Date CMO Date Secretary of Administration

3/6/13 DB

VERMONT

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] 802-879-5651Williston VT

MEMORANDUM

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

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

DATE: February 4, 2013

RE: University of Vermont, Contract #23099, Amendment #2
Amended amount: $4,000

The Department of Vermont Health Access would like to amend our agreement with the University of Vermont to add language around Project #4, Pediatric Antipsychotic Medication Survey. This project involves a survey of providers who prescribe antipsychotic medications for the pediatric population. UVM will complete data entry, analysis, and presentation of findings.

This amendment increases the maximum amount by $4,000. 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 March 7, 2013, as follows:

1. By deleting on page 1 of 31, Section 3 (Maximum Amount) and substituting in lieu thereof he 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 **$1,336,085.**

2. By adding to Attachment A, Specifications of Work to be Performed, Section C (Consultation and Technical Assistance), beginning on page 3 of 31 of the base agreement, Project #4: Pediatric Antipsychotic Medication Survey:

Project #4
Pediatric Antipsychotic Medication Survey

Contact Individual(s)
DVHA: Nancy Hogue, Pharmacy Director
UVM: Patricia Berry, Research Associate

Type of Activity
This project involves a survey of providers who prescribe antipsychotic medications for the pediatric population. The Contractor will complete data entry, analysis, and presentation of findings.

Project Goals
Both nationally and in Vermont, there is concern about the amount of antipsychotic medications prescribed for children. To address this concern, the AHS Psychiatric Medications for Children and Adolescents Trend Monitoring Workgroup (composed of child psychiatrists and representatives from DMH, DCF, and DVHA) developed a survey instrument to collect information from providers regarding how and why they are prescribing antipsychotic medications to children, as well as information on non-pharmacological treatments they are using either before or concurrent with medication. Results from this survey will be used to identify opportunities to provide education and additional supports to the provider community.

Project Description
The Contractor will:

- Submit and receive IRB approval.
- Design a database for the survey responses.
  - The database will include demographic information and responses to the 13 multiple choice questions on the survey instrument.
- Enter the data collected on the survey forms into the database.
  - There may be up to 1,000 survey respondents.

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.

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. 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