

DVHA Routing Form

Revision Date 5/1/12

Type of Agreement: Contract Agreement #: 23980 Form of Agreement: New Amendment #: _____

Name of Recipient: University of Vermont Vendor #: 42844

Program Manager : Ruth Farrell Phone #: 802-656-3360

Agreement Manager: Emily Trantum Phone #: 802-879-5946

Brief

Explanation of Agreement: **Personal services to develop and manage a Blueprint for Health annual conference.**

Start Date: 3/28/2013 End Date: 8/31/2013 Maximum Amount: \$18,500.00

Amendments Only: Maximum Prior Amount: _____ Percentage of Change: _____

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

Funding Source

Global Commitment 93.778	\$18,500.00		

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		3/6
DVHA BO	Jill Gould	3/7/13	3/7/13
DVHA Commissioner or Designee	Mark Larson, Commissioner	3/7/13	3/7/13
AHS Attorney General	Seth Steinzor, AAG		3/14/13
Following Approvals for Contracts Only:			
AHS CIO			
AHS Central Office	Martha Giglio		3/25/13
AHS Secretary	Dixie Henry		3/26/13

Vision Account Codes:

3410010000 | 20405 | 507600 | 41128

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

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

I. CONTRACT INFORMATION:

Agency/Department: AHS/ DVHA Contract #: 23980 Amendment #:
 Vendor Name: University of Vermont VISION Vendor No: 42844
 Vendor Address: Treasurer's Office, Waterman Building, Burlington, VT 05405
 Starting Date: 3/28/2013 Ending Date: 8/31/2013 Amendment Date:
 Summary of agreement or amendment: Personal services to develop and manage a Blueprint for Health annual conference.

II. FINANCIAL INFORMATION

Maximum Payable: \$18,500.00 Prior Maximum: \$ Prior Contract # (If Renewal):
 Current Amendment: \$ Cumulative amendments: \$ % Cumulative Change: %
 Business Unit(s): 3410; ; - [notes:] VISION Account(s): 507600;

III. 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:

3.22.13 *[Signature]* Date Agency / Department Head
 3/26/13 *[Signature]* Date Agency Secretary or Other Department Head (if required)
 3/14/13 *[Signature]* Date Approval by Attorney General
 03/28/13 *[Signature]* Date Approved by Commissioner of Human Resources
 Date CIO Date CMO Date Secretary of Administration

MAR 28 2013

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

[Phone] 802-879-5900
[Fax] 802-879-5651

Agency of Human Services

MEMORANDUM

TO: Jeb Spaulding, Secretary of Administration
THROUGH: Doug Racine, Secretary of Agency of Human Services
FROM: Mark Larson, Commissioner, Department of Vermont Health Access
RE: University of Vermont, Contract # 23980, Sole Source Request



This sole source justification is for the University of Vermont's Department of Continuing Medical Education (UVM CME) to plan and implement the Blueprint Annual Conference on April 17, 2013. It is important to note that the University of Vermont is the only academic medical center in the state. They have the unique capacity to provide continuing professional education credits. Providing CME credits to the medical community makes UVM an incomparable choice. The statewide outreach they provide based upon their unique status as Vermont's only academic medical organization as well as their years of providing this service to the Blueprint cannot be replicated.

UVM CME has done an exemplary job putting this conference together for the past 9 years. They unfailingly attend to all details, both anticipated and totally unexpected, as has happened numerous times. The staff's professional demeanor and vast experience in the field are clearly evident in the planning and execution.

For these reasons, putting this out to bid would be a fruitless process. DVHA's funding for this contract will be covered by the Global Commitment to Health Appropriations and complies with all mandatory provisions of AOA Bulletin 3.5.

APPROVAL: 
JEB SPAULDING, SECRETARY OF ADMINISTRATION

DATE

03/29/13



MAR 28 2013

1. **Parties.** This is a contract for personal services between the State of Vermont, Department of Vermont Health Access (hereafter called "State"), and University of Vermont, with a principal place of business in Burlington, Vermont (hereafter called "Contractor"). The Contractor's form of business organization is a corporation. The Contractor's local address is University of Vermont, Treasurer's Office, Waterman Building, Burlington, Vermont 05405. It is the Contractor's responsibility to contact the Vermont Department of Taxes to determine if, by law, the Contractor is required to have a Vermont Department of Taxes Business Account Number.
2. **Subject Matter.** The subject matter of this contract is personal services generally on the subject of developing and managing a Blueprint for Health annual conference. Detailed services to be provided by the Contractor are described in Attachment A.
3. **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 \$18,500.00.
4. **Contract Term.** The period of Contractor's performance shall begin on March 28th, 2013 and end on August 31, 2013.
5. **Prior Approvals.** If approval by the Attorney General's Office or the Secretary of Administration is required, (under current law, bulletins, and interpretations), neither this contract nor any amendment to it is binding until it has been approved by either or both such persons.

Approval by the Attorney General's Office is required.
Approval by the Secretary of Administration is required.
6. **Amendment.** No changes, modifications, or amendments in the terms and conditions of this contract shall be effective unless reduced to writing, numbered and signed by the duly authorized representative of the State and Contractor.
7. **Cancellation.** This contract may be cancelled by either party by giving written notice at least 30 days in advance.
8. **Attachments.** This contract consists of 14 pages including the following attachments, which are incorporated herein:
Attachment A - Specifications of Work to be Performed
Attachment B - Payment Provisions
Attachment C - Customary State Contract provisions
Attachment F - Customary Contract Provisions of the Agency of Human Services

The order of precedence of documents shall be as follows:

- 1). This document
- 2). Attachment C
- 3). Attachment A
- 4). Attachment B
- 5). Attachment F

**ATTACHMENT A
SPECIFICATIONS OF WORK TO BE PERFORMED**

Contractor will conduct a conference to enhance the awareness of the Blueprint for Health through the University of Vermont's Continuing Medical Education Program (UVM CME). Contractor will coordinate this activity with the input from the State. The State will choose the speakers for this event. Contractor will assume responsibility for all arrangements and costs for the conference.

From execution of this agreement through April 17, 2013, the Contractor will arrange all aspects of the Annual Blueprint for Health Conference.

- 1) Contractor shall provide a location/venue for the April 17, 2013 conference. The Contractor will procure the location/venue using the Contractor's Procurement Policies. The State will have veto authority over the location/venue.
- 2) Contractor will provide breakfast, snacks and lunches for conference participants. The Contractor will provide a menu for these meals and an estimated cost associated with those meals to the State for approval. Contractor agrees that meal/menu selections will be adjusted downward if conference income is not as high as anticipated or if the State does not approve the cost associated with meals and snacks.
- 3) The State will choose the speaker(s) for the conference and the Contractor will make all arrangements for the speaker(s) to attend. If airfare is required, airfare will be covered at coach rate. Contractor will choose the lodging for the speaker(s) at a nearby hotel using a negotiated discount contract rate. By March 28, 2013, the Contractor will provide a list of expenses associated with securing and housing the speaker(s), to the State for approval. The list of expenses will include the speaker(s) length of stay at secured housing. Contractor agrees that housing selections will be adjusted downward if conference income is not as high as anticipated or if the State does not approve the cost associated with housing.
- 4) By March 28, 2013, Contractor will submit a proposed total conference budget to the State, for approval.
- 5) The Contractor will advertise the conference by mailing the UVM College of Medicine Continuing Medical Education Schedule of Events 2013 to Contractor's past participant list which includes health care professionals. The State has input into the mailing list and includes over 2,600 health care professionals. All programs listed on the schedule of events, divide the cost of mailing equally. The UVM CME Annual Calendar shall be sent by mail to:
 - All UVM CME past participants
 - All past exhibitors, vendors, including pharmaceutical companies
 - All people who have inquired about any of the UVM-CME conferences over the past two years
 - All UVM College of Medicine (UVM COM) Alumni
 - All doctors and other health professionals who have referred patients to Fletcher Allen.
 - All physicians licensed in VT, including those licensed within the past year.
 - All guest faculty over the past five years.
 - All UVM COM MDs and Medical employees with advanced degrees.
- 6) The Contractor will review registration for the conference on March 28, 2013 and the Contractor will then report the number of registrants to the State on March 28, 2013. The State will determine if the number registered is a sufficient number of participants to hold the conference. If the State determines that there are not a sufficient number of participants to hold the conference, the State will reimburse the Contractor their actual cost up to March 28, 2013, and the State will be liable for the cancellation fees to the venue.
- 7) The Contractor will collect: Tuition/Registrations fees; Donations; Commercial Support/Exhibitor Fees; and, other miscellaneous funds in addition to these contract funds to cover the costs of the conference.
- 8) Contractor will keep receipts of all funds collected while preparing for the conference. Contractor will use

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. 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:

A final Program and Financial Report is due to the State no later than August 15, 2013. The Program Report should address all numbered deliverables in Attachment A and well as the number of final attendees. The financial report should reconcile their approved budget but should also indicate the total cost of the conference by including: these contract funds; tuition/registration fees; donations; commercial support; exhibitor fees; and, any other income.

Upon receipt and acceptance of the final program report; financial report and invoice, the State will provide payment for actual expenses up to \$16,000.00.

The State will pay an invoice for actual approved incurred costs plus performance measure incentive payments up to \$18,500.00.

Performance Measures

If the receipt and acceptance of the conference preparation deliverables met the March 28, 2013 deadline, as stated in Attachment A (items 3, 4 & 6), an incentive of \$1,000 will be paid to the Contractor.

If the final Program and Financial Report is received by August 15, 2013 and is accepted by the State, an incentive of \$1,500 will be paid to the Contractor.

Reports should be submitted electronically to:

Lisa Dulsky-Watkins MD
Associate Director
Vermont Blueprint for Health
Department of Vermont Health Access
312 Hurricane Lane
Suite 201
Williston, Vermont 05495-2806
lisa.watkins@state.vt.us

An electronic copy of all reports and hard copy invoices with original signatures should be sent to:

Emily Trantum
Grants Management Specialist
Blueprint for Health
Department of Vermont Health Access
312 Hurricane Lane
Suite 201
Williston, Vermont 05495-2806

**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.

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.

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 21 V.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:

ATTACHMENT F
AGENCY OF HUMAN SERVICES' CUSTOMARY CONTRACT PROVISIONS

1. **Agency of Human Services – Field Services Directors** will share oversight with the department (or field office) that is a party to the contract for provider performance using outcomes, processes, terms and conditions agreed to under this contract.
2. **2-1-1 Data Base:** The Contractor providing a health or human services within Vermont, or near the border that is readily accessible to residents of Vermont, will provide relevant descriptive information regarding its agency, programs and/or contact and will adhere to the "Inclusion/Exclusion" policy of Vermont's United Way/Vermont 211. If included, the Contractor will provide accurate and up to date information to their data base as needed. The "Inclusion/Exclusion" policy can be found at www.vermont211.org
3. **Medicaid Program Contractors:**

Inspection of Records: Any contracts accessing payments for services through the Global Commitment to Health Waiver and Vermont Medicaid program must fulfill state and federal legal requirements to enable the Agency of Human Services (AHS), the United States Department of Health and Human Services (DHHS) and the Government Accounting Office (GAO) to:

Evaluate through inspection or other means the quality, appropriateness, and timeliness of services performed; and Inspect and audit any financial records of such Contractor or subcontractor.

Subcontracting for Medicaid Services: Having a subcontract does not terminate the Contractor, receiving funds under Vermont's Medicaid program, from its responsibility to ensure that all activities under this agreement are carried out. Subcontracts must specify the activities and reporting responsibilities of the Contractor or subcontractor and provide for revoking delegation or imposing other sanctions if the Contractor or subcontractor's performance is inadequate. The Contractor agrees to make available upon request to the Agency of Human Services; the Department of Vermont Health Access; the Department of Disabilities, Aging and Independent Living; and the Center for Medicare and Medicaid Services (CMS) all contracts and subcontracts between the Contractor and service providers.

Medicaid Notification of Termination Requirements: Any Contractor accessing payments for services under the Global Commitment to Health Waiver and Medicaid programs who terminates their practice will follow the Department of Vermont Health Access, Managed Care Organization enrollee notification requirements.

Encounter Data: Any Contractor accessing payments for services through the Global Commitment to Health Waiver and Vermont Medicaid programs must provide encounter data to the Agency of Human Services and/or its departments and ensure that it can be linked to enrollee eligibility files maintained by the State.

Federal Medicaid System Security Requirements Compliance: All contractors and subcontractors must provide a security plan, risk assessment, and security controls review document within three months of the start date of this agreement (and update it annually thereafter) to support audit compliance with 45CFR95.621 subpart F, *ADP (Automated Data Processing) System Security Requirements and Review Process*.

4. **Non-discrimination Based on National Origin as evidenced by Limited English Proficiency.** The Contractor agrees to comply with the non-discrimination requirements of Title VI of the Civil Rights Act of 1964, 42 USC Section 2000d, et seq., and with the federal guidelines promulgated pursuant to Executive Order 13166 of 2000, which require that contractors and subcontractors receiving federal funds must assure

law. Reports involving children shall contain the information required by 33 V.S.A. §4914. Reports involving vulnerable adults shall contain the information required by 33 V.S.A. §6904. The Contractor will ensure that its agents or employees receive training on the reporting of abuse or neglect to children and abuse, neglect or exploitation of vulnerable adults.

10. **Intellectual Property/Work Product Ownership.** All data, technical information, materials first gathered, originated, developed, prepared, or obtained as a condition of this agreement and used in the performance of this agreement - including, but not limited to all reports, surveys, plans, charts, literature, brochures, mailings, recordings (video or audio), pictures, drawings, analyses, graphic representations, software computer programs and accompanying documentation and printouts, notes and memoranda, written procedures and documents, which are prepared for or obtained specifically for this agreement - or are a result of the services required under this grant - shall be considered "work for hire" and remain the property of the State of Vermont, regardless of the state of completion - unless otherwise specified in this agreement. Such items shall be delivered to the State of Vermont upon 30 days notice by the State. With respect to software computer programs and / or source codes first developed for the State, all the work shall be considered "work for hire," i.e., the State, not the Contractor or subcontractor, shall have full and complete ownership of all software computer programs, documentation and/or source codes developed.

The Contractor shall not sell or copyright a work product or item produced under this agreement without explicit permission from the State.

If the Contractor is operating a system or application on behalf of the State of Vermont, then the Contractor shall not make information entered into the system or application available for uses by any other party than the State of Vermont, without prior authorization by the State. Nothing herein shall entitle the State to pre-existing Contractor's materials.

11. **Security and Data Transfers.** The State shall work with the Contractor to ensure compliance with all applicable State and Agency of Human Services' policies and standards, especially those related to privacy and security. The State will advise the Contractor of any new policies, procedures, or protocols developed during the term of this agreement as they are issued and will work with the Contractor to implement any required.

The Contractor will ensure the physical and data security associated with computer equipment - including desktops, notebooks, and other portable devices - used in connection with this agreement. The Contractor will also assure that any media or mechanism used to store or transfer data to or from the State includes industry standard security mechanisms such as continually up-to-date malware protection and encryption. The Contractor will make every reasonable effort to ensure media or data files transferred to the State are virus and spyware free. At the conclusion of this agreement and after successful delivery of the data to the State, the Contractor shall securely delete data (including archival backups) from the Contractor's equipment that contains individually identifiable records, in accordance with standards adopted by the Agency of Human Services.

12. **Computing and Communication:** The Contractor shall select, in consultation with the Agency of Human Services' Information Technology unit, one of the approved methods for secure access to the State's systems and data, if required. Approved methods are based on the type of work performed by the Contractor as part of this agreement. Options include, but are not limited to:
1. Contractor's provision of certified computing equipment, peripherals and mobile devices, on a separate Contractor's network with separate internet access. The Agency of Human Services' accounts may or may not be provided.
 2. State supplied and managed equipment and accounts to access state applications and data, including State issued active directory accounts and application specific accounts, which follow the National Institutes of