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

Global Commitment 93.778	**$1,332,085.00**		

Contents of Attached Packet

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

Reviewer		Reviewer Initials	Date In	Date Out
DVHA Grant & Contract Administrator	**Kate Jones**	KJ		11/8
DVHA BO	**Jill Gould**		11/9/12	11/9/12
DVHA Commissioner or Designee	**Mark Larson, Commissioner**	ML	11.13.12	11.13.12
AHS Attorney General	**Seth Steinzor, AAG**	SJ		11/20/12
Following Approvals for Contracts Only:				
AHS CIO				
AHS Central Office	**Martha Giglio**	MG		11/29/12
AHS Secretary				

Vision Account Codes: 3410012040550760041703 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:

Date	Agency / Department Head	Date	Agency Secretary or Other Department Head (if required)
11.13.12		MG 11/28/12	N/A
11/21/12	Approval by Attorney General		
Date		Date	Approved by Commissioner of Human Resources

Date	CIO	Date	CMO	Date	Secretary of Administration

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: 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.

The CMO and Medical Director will assure completion of medical necessity reviews in accordance with all applicable State and federal regulations regarding Medicaid clinical reviews. The CMO and Medical Director will work at the direction of the State to complete medical necessity reviews within a timeframe that enables the State to adhere to all applicable State and federal laws as reflected in the following Code of Federal Regulations (CFR):

42 CFR §438.210 (d) titled "Timeframe for Decisions", and 42 CFR §438.408 (b) titled "Specific Timeframes".

These can be found online from the Electronic Code of Federal Regulations website at:

http://ecfr.gpoaccess.gov

Or the direct internet link to Title 42:

http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?sid=7ef067068fd5790636ada6d541f3976e&c=ecfr&tpl=/ecfrbrowse/Title42/42cfrv4_02.tpl

The deadlines associated with State regulations concerning Medicaid clinical reviews mirror the deadlines found in Federal regulations. For reference, they can be found at:

http://humanservices.vermont.gov/on-line-rules/dvha/medicaid-covered-services-7100-7700/view

If the State is unable to adhere to the requirements of state and federal laws due to a delay in the completion of medical necessity reviews by the CMO or Medical Director, the Contractor will forfeit $2,000 for the first such delay, and $5,000 for each instance of all subsequent delays (not $5,000 aggregate.) Such assessment shall not be made to the extent that the failure, in the State's judgment, reasonably results from:

- Unforeseeable catastrophic events experienced at the Contractor local and corporate facilities,
- Unforeseeable catastrophic events experienced by State which have a material effect on the Contractor, or;
- Complying with any directions of the State or its employees regarding changes to the scope of work.

Reimbursement will be based on the full-time equivalency (FTE) of the CMO and the Medical Director. The budget for this agreement assumes a 1.00 FTE for both positions. In the event a CMO or Medical Director is hired to be available at any less than 1.00 FTE, the Contractor shall bill at rate based upon the following formula: the CMO or Medical Director's full time annual salary x the percent Full Time Equivalency.

For example, if the CMO's annual salary is $160,000.00 and their FTE is 0.85, the Contractor will base their invoices on an annual salary of $136,000.

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

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

MARK LARSON, COMMISSIONER DATE

CONTRACTOR

UNIVERSITY OF VERMONT

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

RUTH FARRELL, DATE
ASS. VP FOR RESEARCH ADMINISTRATION