

STATE OF VERMONT
DEPARTMENT OF VERMONT HEALTH ACCESS
DATASTAT INC.

PAGE 1 OF 5
CONTRACT #41764
AMENDMENT #1

STATE OF VERMONT
CONTRACT AMENDMENT

It is hereby agreed by and between the State of Vermont, Department of Vermont Health Access (the "State") and DataStat, Inc., with a principal place of business in Ann Arbor, Michigan (the "Contractor") that the Contract between them originally dated as of July 1, 2021, Contract #41764 (the "Contract"), is hereby amended as follows:

- I. **Maximum Amount.** The Maximum Amount, wherever such references appear in the Contract, shall be deleted and replaced with \$364,486.86.
- II. **Attachment B, Payment Provisions.** The payment provisions are amended as follows:

Attachment B is hereby deleted in its entirety and replaced as set forth on Page 3 of this Amendment.

SOV Cybersecurity Standard 19-01. All products and service provided to or for the use of the State under this Contract shall be in compliance with State of Vermont Cybersecurity Standard 19-01, which Contractor acknowledges has been provided to it, and is available on-line at the following URL: <https://digitalservices.vermont.gov/cybersecurity/cybersecurity-standards-and-directives>

Taxes Due to the State. Contractor certifies under the pains and penalties of perjury that, as of the date this contract amendment is signed, the Contractor 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.

Child Support (Applicable to natural persons only; not applicable to corporations, partnerships or LLCs). Contractor is under no obligation to pay child support or is in good standing with respect to or in full compliance with a plan to pay any and all child support payable under a support order as of the date of this amendment.

Certification Regarding Suspension or Debarment. Contractor certifies under the pains and penalties of perjury that, as of the date this contract amendment is signed, neither Contractor nor Contractor'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.

Contractor further certifies under pains and penalties of perjury that, as of the date this contract amendment is signed, Contractor is not presently debarred, suspended, nor named on the State's debarment list at: <http://bgs.vermont.gov/purchasing-contracting/debarment>

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This document consists of 5 pages. Except as modified by this Amendment No. 1, all provisions of the Contract remain in full force and effect.

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

STATE OF VERMONT

CONTRACTOR

DEPARTMENT OF VERMONT HEALTH ACCESS

DATASTAT, INC.

DocuSigned by:

DocuSigned by:

Andrea De la Bruere 3/29/2022

Marielle S. Weindorf 3/29/2022

ANDREA DE LA BRUERE, COMMISSIONER

MARIELLE S. WEINDORF

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3975 Research Park Dr,

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Email: Adaline.Strumolo@vermont.gov

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ATTACHMENT B – PAYMENT PROVISIONS

The maximum dollar amount payable under this Contract is not intended as any form of a guaranteed amount. The Contractor shall be paid for products or services actually delivered or performed, as specified in Attachment A, up to the maximum allowable amount specified on page 1 of this Contract.

1. Prior to commencement of work and release of any payments, Contractor shall submit to the State:
 - a. a certificate of insurance consistent with the requirements set forth in Attachment C, Section 8 (Insurance), and with any additional requirements for insurance as may be set forth elsewhere in this Contract; and
 - b. a current IRS Form W-9 (signed within the last six months).
2. Payment terms are **Net 30** days from the date the State receives an error-free invoice with all necessary and complete supporting documentation.
3. Contractor shall submit detailed invoices itemizing all work performed during the invoice period, including the dates of service, rates of pay, hours of work performed, and any other information and/or documentation appropriate and sufficient to substantiate the amount invoiced for payment by the State. All invoices must include the Contract # for this Contract.
4. Contractor shall submit invoices to the State in accordance with the schedule set forth in this Attachment B. Unless a more particular schedule is provided herein, invoices shall be submitted not more frequently than monthly.
5. Invoices shall be submitted to the State at the following address: AHS.DVHAInvoices@vermont.gov
6. The payment schedule for delivered products, or rates for services performed, and any additional reimbursements, are as follows:
7. Contractor invoices shall be submitted no more frequently than monthly, but no later than quarterly and shall be in accordance with this Attachment B.
8. The Contractor shall subdivide invoicing based on tasks in Attachment A;
 - a. For Task 1, each invoice must include:
 - i. a unique invoice number
 - ii. contract number
 - iii. dates of service
 - iv. accurate date of invoice submission request for payment shall include the number of practices fielded and be subdivided by the cost per practice, which includes:
 1. the set-up fee for the survey group: \$347.70; if the practice is fielding both an adult and child survey the set-up fee with be \$695.40 (=\$347.70*2);
 2. the number of cases fielded at the practice, noting any oversampling conducted at the request of the State;
 3. the total cost per practice; and
 4. ACO reporting costs shall be invoiced as development and production per table below; and
 5. If oversampling occurs, costs shall be billed to the Ad Hoc line item in the budget table below.
 - b. For Task 2, each invoice must include:

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DATASTAT INC.**

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- i. a unique invoice number
 - ii. contract number
 - iii. dates of service
 - iv. accurate date of invoice submission request for payment shall be subdivided by the number of cases fielded within each survey group and include the cost per case: \$9.27.
 - v. when applicable, accurate date of invoice submission request for payment shall be additionally subdivided by the cost per case to oversample specialized subpopulations: \$9.27.
9. Contractor will not be reimbursed for expenses, including supplies, benefits, or insurance.
10. Invoices shall be accompanied by a:
- a. Financial Reporting Form in Excel format (to be provided by the State). A final Financial Report Form will be due no later than 30 days after the end date of the agreement. The final financial report will report actual approved expenditures against payments received.
 - b. Master list of practices as maintained by the Contractor, in a format determined by the State.
11. The maximum allowable payable for the period of this Contract, July 1, 2021 to June 30, 2023 shall be subdivided as follows:

Task 1: Data Collection and Sampling for the CAHPS®-CG (with or without PCMH items) Project AND Task 2: Data Reporting for the CAHPS®-CG (with or without PCMH items) Project

Requirements for Fielding	
# Providers at Site	Minimum Sample Size (per NCQA)
1	128
2-3	171
4-9	343
10-13	429
14-19	500
20-28	643
29+	686

Total Survey Field Costs					
		Column A	Column B	Column C	Column D
<i>VTID</i>	<i>Practice Name</i>	<i>Set up Fee (\$347.70 per survey group; the practice determines whether they wish to field both survey groups)</i>	<i>Number of Cases Fielded</i>	<i>Field Cost (=Column B * \$1.44)</i>	<i>Total Cost (= Column A + Column C)</i>

Task 3: Data Collection and Sampling for the CAHPS® 5.1 Child Medicaid Survey Project

	Column A	Column B	Column C
<i>Survey Group</i>	<i>Number of Cases Fielded</i>	<i>Field Cost (\$9.27)</i>	<i>Total Cost (= Column A + Column B)</i>
Adult			
Child			

Budget

Budget July 1, 2021 to June 30, 2022

Blueprint and Medicaid Patient Experience Survey Budget Summary		
Task	Description	Total Amount Budgeted
Task 1	CAHPS®-CG (with or without PCMH items) Project Activities – Data Sampling and Collection CAHPS®-CG (with or without PCMH items) Project Activities – Data Reporting	\$143,404.86
Task 2	CAHPS® 5.1H for the Medicaid Population Project Activities – Data Sampling and Collection and Data Reporting	\$30,591.00
ACO Link	Development (1 at \$2,450) and Production (2 at \$1,000)	\$4,450.00
Tasks 1 & 2 for Year One		\$178,445.86
Budget July 1, 2022 to June 30, 2023 Blueprint and Medicaid Patient Experience Survey Budget Summary		
Task	Description	Total Amount Budgeted
Task 1	CAHPS®-CG (with or without PCMH items) Project Activities – Data Sampling and Collection CAHPS®-CG (with or without PCMH items) Project Activities – Data Reporting	\$145,000.00
Task 2	CAHPS® 5.1H for the Medicaid Population Project Activities – Data Sampling and Collection and Data Reporting	\$30,591.00
ACO Link	Development (1 at \$2,450) and Production (2 at \$1,000)	\$4,450.00
Total for Year Two		\$180,041.00
Other	Ad Hoc – For additional oversampling as requested and Task 1 overages	\$6,000.00
Total	July 1, 2021 – June 30, 2023	\$364,486.86