

**STATE OF VERMONT, CONTRACT FOR PERSONAL SERVICES
DEPARTMENT OF VERMONT HEALTH ACCESS
UNIVERSITY OF VERMONT AND STATE AGRICULTURAL COLLEGE
UNIVERSITY OF VERMONT MEDICAL CENTER**

**PAGE 1 OF 2
CONTRACT #42012
AMENDMENT #2**

AMENDMENT

It is hereby agreed by and between the Parties, State of Vermont, Department of Vermont Health Access (hereinafter called "State"), the University of Vermont and State Agricultural College ("UVM"), and The University of Vermont Medical Center Inc. ("UVMC") that Contract #42012 originally dated as of July 1, 2021, and as previously amended August 26, 2022, is hereby further amended May 5, 2023 as follows:

- I. By deleting Subsection V.2 of Attachment A in its entirety and replacing as follows:**
2. UVM agrees that with each submission of State monies related to this agreement, UVM will certify by letter to the Commissioner of DVHA that the monies provided in Attachment B are not federal grant monies.
- II. By deleting Section 9 (DVHA Agrees) in Attachment B in its entirety and replacing as follows:**
- DVHA AGREES:**
9. Annual GME payments will be made to UVMC as specified in the Letter of Agreement, provided that DVHA receives timely payment of the non-federal share from UVM.
- III. By deleting Section 3 (Maximum Amount) of the base Contract in its entirety to increase the maximum amount payable under the agreement and replacing as follows:**
3. Maximum Amount. In consideration of the services to be performed by UVM and UVMC, the State agrees to pay UVMC, in accordance with the payment provisions specified in Attachment B, a sum not to exceed \$183,653,346
- IV. By deleting Section 7. b) in Attachment B in its entirety to increase the maximum amount payable under the agreement and replacing as follows:**
7. b) Exceed \$183,653,346 in total payments over the course of this agreement.
- V. By deleting Section 8. in Attachment B in its entirety to increase the maximum supplemental amount payable to \$51,217,782 and replacing as follows:**
8. Additionally, a supplemental payment will be made for services provided by QTPs in an amount equal to the difference between the Medicaid payments otherwise made for the services and the payment at the average commercial rate as paid by commercial insurance companies to hospitals and determined by DVHA. Only the professional component of a procedure is eligible for a supplemental payment. The total maximum allocation of the supplemental payments as per the Agency of Human Services is the lesser of the amount calculated as described here or \$51,217,782 per State fiscal year. Of this total, payments are to be maximized to QTPs. The balance of the supplemental payment shall be paid to the QTH, UVMC.

Taxes Due to the State. Contractor further 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.

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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 that 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>.

This document consists of 2 pages. Except as modified by this Amendment No. 2 all provisions of the Contract remain in full force and effect.

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT.

BY THE STATE OF VERMONT:

BY THE UNIVERSITY OF VERMONT MEDICAL CENTER INC.:

DocuSigned by:
Andrea De La Bruere 5/31/2023
201B29C84E7E41E...
ANDREA DE LA BRUERE DATE
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280 STATE DROVE
WATERBURY, VT 05671-1010
Andrea.Delabruere@vermont.gov
802-241-0246

DocuSigned by:
Stephen Leffler 5/15/2023
49E4795CD4AA441...
STEPHEN LEFFLER, M.D., PRESIDENT DATE
PATRICK 101
111 COLCHESTER AVENUE
BURLINGTON, VT 05401
Stephen.Leffler@UVMHealth.org
802-847-1124

BY THE UNIVERSITY OF VERMONT AND STATE AGRICULTURAL COLLEGE:

DocuSigned by:
Richard Cate 5/31/2023
9CFC3F222213439...
RICHARD CATE, V.P. FOR FINANCE, TREASURER
DATE
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