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AMENDMENT

It is hereby agreed by and between the Parties, State of Vermont, Department of Vermont Health Access (hereinafter called "State") and the University of Vermont Medical Center Inc. ("Contractor") that Contract #46531 originally dated as of November 1, 2023, is hereby amended November 8, 2024, as follows:

I. Contract Term. The Contract end date, wherever such reference appears in the Contract, shall be changed from March 31, 2025, to January 30, 2026.

II. Primary Contacts. Number 8.a. (For the Contractor) is hereby deleted and replaced as follows:

a. For the Contractor:

Name: Kelly Champney, Network VP UVMHN Managed Care Contracting
Phone: 802-999-3429
Email: HealthcareContracting@uvmhealth .org

Name: Dr. Josh Plavin
Phone: 802-847-5550
Email: HealthcareContracting@uvmhealth.org

III. Attachment A is hereby amended as follows:

A. By deleting Attachment A, Section IV.5 in its entirety and replacing as follows:
The enrollment period cut-off date for members is September 15, 2025, with final services to be provided by January 2, 2026. All claims for these services must be submitted by Contractor no later than January 15, 2026, and to be paid by the State on or before January 30, 2026.

Contractor shall provide a list of the scheduled cohorts including the start and end date of each no later than 30 days from the date of the fully executed contract amendment.

B. By deleting Attachment A, Sections VI.2-3 in their entirety and replacing as follows:
2. Utilization reports, which provide detailed data on every service delivered to each Medicaid member through the pilot, must be submitted, in a form and format approved by the State, through secure electronic transmission in accordance with the schedule set by the State once the Contractor has supplied the start and end dates for each scheduled cohort, that include the following data detailing all services provided through the pilot in the same format as currently agreed upon:

a) Member Medicaid UID
b) Member date of birth
c) Member Gender (legal sex)
d) Date of referral
e) Date of admission
f) Date of discharge
g) Primary presenting pain diagnosis at intake (ICD-10-CM Code)
h) Data on disability status in accordance with the United Census Bureau: Disability | American Community Survey | U.S. Census Bureau (For more information see: Disability and Health Data System (DHDS) Data Guide Status and Types | CDC)

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i) Dates of Service
j) Service Provider
k) Service Type
l) Service duration (units)
m) Patient primary language
n) Patient secondary language
o) Patient work status at entry into the program
p) Patient housing status
q) Patient opioid and other pain medication prescription status at admission
r) Interpreter services, or other accommodations provided to enable the patient to participate in program services
s) Identified barriers to access or full completion of the program before discharge for patient with delayed access or incomplete participation in the program
t) The number and proportion of participants with HCBS needs
u) Any other data elements deemed necessary by the program with the State to identify data trends, service value, or barriers encountered by Medicaid members.
v) The report shall include a key to support identification of data elements as necessary, and a narrative introduction describing hypothesis or conclusions drawn by the program from the data presented in the report.

3. The Contractor shall provide the following deliverables:
   I. Member Outcome Reports will provide aggregated patient outcomes data to assist the State in determining feasibility of the model. These reports will compare patient data pre- and post- participation in the cohorts. These reports must be submitted electronically to the State on the date of the end of each reporting period. Reports shall include aggregated patient quantitative data as described below, as well as de-identified qualitative data and narrative from the Contractor to explain factors not evident in the data and provide any conclusions that can be drawn from the evidence provided. The reporting periods are as follows:

Cohorts Start-by Date	Cohorts End-by Date	Report Due Date
January 30, 2024	December 19, 2024	March 7, 2025
After December 19, 2024	January 2, 2026	January 15, 2026

A. Quantitative data provided in the report by the Contractor using standardized, evidence-based surveys shall include at least:
- Patient quality of life, including family and other social aspects
- Patient perceptions of pain
- Patient satisfaction with their care/treatment services
- Patient emotional states
- Patient ability to work or participate in desired activities

B. Additionally, data shall include at least:
i. Provider capacity by provider type (including doctors, integrated health practitioners, care coordination, and administrative support) and hours required to support the numbers of participants served. The manner in which

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Contractor reports on this specific item shall be subject to mutual agreement on the deliverables execution and acceptance document listed in section VII.8 below.

ii. Member participation in alumni activities.

iii. Accommodations to support member participation in cohorts or address barriers to access.

C. As part of the data exchange between the parties, the State does not intend to send Part 2 data and will make all reasonable best efforts to avoid sending Part 2 data. The State understands and recognizes that the Contractor will not be able to implement any additional protections to Part 2 data unless the State clearly identified the data as Part 2 data.

In the event that Part 2 data are inadvertently shared, the Contractor shall immediately delete these data from their data set and provide evidence of this same.

II. Preliminary Summary Report will be provided to the State by March 7, 2025, based on the data available to the Contractor at the time this report is due. This report will provide data on the value of the program for sustainability purposes. In addition to data from the participants, which will be determined with the State, the Contractor should describe any adjustments made to the model as informed by the pilot activities, barriers or challenges, as well as opportunities and outcomes realized through the pilot. The Contractor may include research and other evidence that may illustrate the benefits and challenges of the model as it was provided through the pilot, as well as opportunities and recommendations for scaling the model statewide.

C. By adding the following language to Attachment A, Section VII (Miscellaneous):

7. State Data, as that term is used in Attachment C, does not include data generated by Contractor providing services in its capacity as a health care provider, such as medical records or notes made pursuant to the provision of healthcare to Medicaid members under this Attachment A. Data collected or generated as part of health care provisions by Contractor will instead be protected according to the terms of Contractor's Medicaid provider agreements.

8. The State will provide a formal deliverable expectations and acceptance criteria document to the Contractor within 30 days of the execution of this amendment. The document will clearly articulate the State's expectations for each deliverable described in this amendment as well as the criteria for acceptance that the State will apply to each deliverable.

IV. Attachment B, Payment Provisions. Attachment B sections 2.f, 2.g, 2.h.iii, and 2.h.iv are hereby deleted and replaced as follows:

2.f. In order to meet the deadlines for the funding source for this pilot, the Contractor shall submit clean claims to the Medicaid Management Information System no later than January 15, 2026.

2.g. At the beginning of each 16-week cohort, the State reserves the right to recalculate the PMPM rate should the Utilization Reports submitted through this Pilot demonstrate underutilization of less than 75% of the assumed mix of services used to price the PMPM rate in alignment with Attachment A Section II. Additionally, if other cost factors change, such as a change in the Non-

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Emergency Medical Transportation program rate, the State reserves the right to recalculate the PMPM rate. The Contractor will have 15 days to review any State PMPM re-calculation and submit evidence contesting the proposed recalculation. If the Contractor disagrees with the recalculation the parties will work in good faith to resolve the disagreement within 10 days. If the parties cannot reach agreement, then:

1. In the event of a dispute between the parties, either party may give the State Executive Leadership Team (ELT) written notice that it desires to invoke the dispute resolution process described herein.

2. The Party invoking this section shall provide a short and plain statement of the basis for the dispute, in writing, to the other party and to the ELT.

3. Within fifteen (15) days of delivery of such notice, the ELT shall hold a meeting to receive information regarding the reasons for the dispute and review specific proposals for resolution. Within ten (10) days of that meeting, the ELT shall issue a written determination directing and instructing the parties on the proper resolution of the dispute.
4. If either party concludes that the dispute cannot be resolved in this matter after such meeting, then within five (5) business days of that issuance of the ELT's determination, that party may pursue a resolution with the Commissioner of the Department of Vermont Health Access by filing with the Commissioner written objections to the determination of the ELT.

2.h.iii. The Contractor may invoice for each Member Outcome Report submission for up to $20,000 for each of the two submissions referenced in Attachment A, Section VI above, not to exceed $40,000 in total. Within 30 days of the execution of this amendment, the State will provide detailed information regarding the expectations for the reports if those expectations are not clearly articulated in Attachment A, Section VI, above. The State may do so through the use of the deliverable expectations and acceptance criteria document referenced in Attachment A, Section VII.8. Reports must be submitted on the dates provided in Attachment A, Section VI. The State will have 15 days to review the reports to determine if the reports include all of the information requested; if the requirements are satisfied, the State will approve the reports. If the requirements are not satisfied, the State will request revisions. Contractor shall invoice the State once the State formally accepts the reports.

2.h.iv. The Contractor may invoice for up to $75,000 for the Preliminary Summary Report. This report must be submitted on the date referenced in Attachment A, Section VI above. Within 30 days of the execution of this amendment, the State will provide detailed information regarding the expectations for the report if those expectations are not clearly articulated in Attachment A, Section VI, above. The State may do so through the use of the deliverable expectations and acceptance criteria document referenced in Attachment A, Section VII.8. The State will have 15 days to review the reports to determine if the reports include all of the information requested; if the requirements are satisfied, the State will approve the report. If the requirements are not satisfied, the State will request revisions. Contractor shall invoice the State once the State formally accepts the report.

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V. **Attachment C, Standard State Provisions for Contracts and Grants.** Attachment C is hereby deleted in its entirety and replaced as follows:

"Attachment C: Standard State Provisions for Contracts and Grants" (revision version dated December 7, 2023) constitutes part of this Contract and is hereby incorporated by reference as if fully set forth herein and shall apply to the Contractor and to the purchase of all goods and/or services by the State under this Contract. A copy of this document is available online at: https://bgs.vermont.gov/purchasing-contracting/forms.

VI. **Attachment G is hereby deleted and replaced as included in this Amendment 1.**

VII. **Unless contradicted by this Amendment, Contractor acknowledges continued agreement with the provisions of base contract #46531, including:**

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.

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.

Sole Source Contract for Services. This Contract results from a "sole source" procurement under State of Vermont Administrative Bulletin 3.5 process and Contractor hereby certifies that it is and will remain in compliance with the campaign contribution restrictions under 17 V.S.A. § 2950.

Byrd Anti-Lobbying Certification. Applicable to contracts over $100,000.00 - this clause must be included in all subcontracts over $100,000.00.

Contractor has provided the certification required by the Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended, and will follow the requirements for certification of each lower tier (subcontract) to disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures will be forwarded from tier to tier up to the Contractor who in turn will forward the certification(s) to the federal awarding agency.

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This document consists of 11 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.

BY THE STATE OF VERMONT:

Signed by:
AAF9E7992536479...
11/21/2024

DASHAWN GROVES DATE
NOB 1 SOUTH
280 STATE DROVE
WATERBURY, VT 05671-1010
DaShawn.Groves@vermont.gov
802-879-5900

BY THE UNIVERSITY OF VERMONT MEDICAL CENTER INC.:

Signed by:
Jason Sanders
999DD4CCE655450...
11/13/2024

JASON SANDERS
EXECUTIVE VICE PRESIDENT CLINICAL AFFAIRS FOR THE HEALTH NETWORK,
PRESIDENT & CEO OF THE MEDICAL GROUP
UNIVERSITY OF VERMONT MEDICAL CENTER INC.
JASON.SANDERS@UVMHEALTH.ORG

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ATTACHMENT G
STATE OF VERMONT- FEDERAL TERMS SUPPLEMENT (Non-Construction)

(Revision date: *May 24, 2024*)

PROCUREMENT OF RECOVERED MATERIALS

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated Items unless the products cannot be acquired-

1. Competitively within a time frame providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. At a reasonable price

Information about this requirement, along with the list of EPA-designated items, is available at the EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

The Contractor also agrees to comply with all other applicable requirements of section 6002 of the Solid Waste Disposal Act.

CLEAN AIR ACT

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The contractor agrees to report each violation to the State of Vermont and understands and agrees that the State of Vermont will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

FEDERAL WATER POLLUTION CONTROL ACT

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The contractor agrees to report each violation to the State of Vermont and understands and agrees that the State of Vermont will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA. **a.** Standard. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Nonprocurement Debarment and Suspension).

CONTRACTOR BREACH, ERRORS AND OMISSIONS

1. Any breach of the terms of this contract, or material errors and omissions in the work product of the contractor must be corrected by the contractor at no cost to the State, and a contractor may be liable for the State's costs and other damages resulting from errors or deficiencies in its performance.

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2. Neither the States' review, approval or acceptance of nor payment for, the services required under this contract shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract.
3. The rights and remedies of the State provided for under this contract are in addition to any other rights and remedies provided by law or elsewhere in the contract.

TERMINATION FOR CONVENIENCE

1. General
   a. Any termination for convenience shall be effected by delivery to the Contractor an Order of Termination specifying the termination is for the convenience of the Agency, the extent to which performance of work under the Contract is terminated, and the effective date of the termination.
   b. In the event such termination occurs, without fault and for reasons beyond the control of the Contractor, all completed or partially completed items of work as of the date of termination will be paid for in accordance with the contract payment terms.
   c. No compensation will be allowed for items eliminated from the Contract.
   d. Termination of the Contract, or portion thereof, shall not relieve the Contractor of its contractual responsibilities for work completed and shall not relieve the Contractor's Surety of its obligation for and concerning any just claim arising out of the work performed.

2. Contractor Obligations
   After receipt of the Notice of Termination and except as otherwise directed by the State, the Contractor shall immediately proceed to:
   a. To the extent specified in the Notice of Termination, stop work under the Contract on the date specified.
   b. Place no further orders or subcontracts for materials, services, and/or facilities except as may be necessary for completion of such portion(s) of the work under the Contract as is (are) not terminated.
   c. Terminate and cancel any orders or subcontracts for related to the services, except as may be necessary for completion of such portion(s) of the work under the Contract as is (are) not terminated.
   d. Transfer to the State all completed or partially completed plans, drawings, information, and other property which, if the Contract had been completed, would be required to be furnished to the State.
   e. Take other action as may be necessary or as directed by the State for the protection and preservation of the property related to the contract which is in the possession of the contractor and in which the State has or may acquire any interest.
   f. Make available to the State all cost and other records relevant to a determination of an equitable settlement.

3. Claim by Contractor

After receipt of the Notice of Termination from the state, the Contractor shall submit any claim for additional costs not covered herein or elsewhere in the Contract within 60 days of the effective termination date, and not thereafter. Should the Contractor fail to submit a claim within the 60-day period, the State may, at its sole discretion, based on information available to it, determine what, if any, compensation is due the Contractor and pay the Contractor the determined amount.

4. Negotiation

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Negotiation to settle a timely claim shall be for the sole purpose of reaching a settlement equitable to both the Contractor and the State. To the extent settlement is properly based on Contractor costs, settlement shall be based on actual costs incurred by the Contractor, as reflected by the contract rates. Consequential damages, loss of overhead, loss of overhead contribution of any kind, and/or loss of anticipated profits on work not performed shall not be included in the Contractor's claim and will not be considered, allowed, or included as part of any settlement.

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVELLIENCE SERVICES OR EQUIPMENT- this clause must be included in all subcontracts.
In connection with this contract, Contractors and Subcontractors are prohibited from:

(a) Utilizing, procuring or obtaining equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
(c) See Public Law 115-232, section 889 for additional information.
(d) See also § 200.471.

SUSPENSION AND DEBARMENT - This clause must be included in all subcontracts
This contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). The contractor must comply with 2 C.F.R. Part 180, subpart C and 2C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by (insert name of the recipient/subrecipient/applicant). If it is later determined that the contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to (insert name of recipient/subrecipient/applicant), the federal government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any

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contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions

BYRD ANTI-LOBBYING CERTIFICATION - Applicable to contracts over $100,000.00- this clause must be included in all subcontracts over $100,000.00.

Contractor has provided the certification required by the Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended, and will follow the requirements for certification of each lower tier (subcontract) to disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures will be forwarded from tier to tier up to the Contractor who in turn will forward the certification(s) to the federal awarding agency.

DOMESTIC PREFERENCE FOR PROCUREMENTS

As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber."

CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS FIRMS.

(a) Contractor entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
(b) Affirmative steps must include:
(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section

The following clauses are applicable when a contract utilizes State and Local Fiscal Recovery Funds (SLRF) funds, and must be passed down to subcontractors and grantees:

WHISTLEBLOWER PROTECTIONS

Contractor shall comply with 41. U.S.C. § 4712 and inform their employees of their rights and remedies in the predominant native language of the workforce.

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FAIR EMPLOYMENT PRACTICES
Contractor must comply with 42 U.S.C. §2000d *et seq*., and as enacted by 31 C.F.R. Part 22

FEDERAL AND STATE LAW, REGULATION, AND AGENCY GUIDANCE
Contractor must comply with comply the requirements of the Social Security Act, 42 U.S.C. §§ 602 and regulations adopted by Treasury pursuant to section 602(f) of the Social Security Act, and guidance issued by Treasury regarding the forgoing, and comply with all other federal statues, regulations, and executive orders, including generally applicable environmental laws and regulations

UNIFORM GUIDANCE
Contractor must comply with 2 C.F.R. Part 200 as modified by the Treasury's guidance.

INCREASING SEATBELT USE
Contractor must comply with Executive Order 13043, 62 FR 1927 (April 18, 1997)

REDUCING TEXTING WHILE DRIVING
Contractor must comply with Executive Order 13513, 74 FR 51225 (Oct. 6, 2009).