

**STATE OF VERMONT
CONTRACT AMENDMENT**

It is hereby agreed by and between the State of Vermont, Department of Vermont Health Access (the "State") and University of Vermont, with a principal place of business in Burlington, Vermont (the "Contractor") that the Contract #34113 between the Parties originally dated July 1, 2017 and as amended to date, (the "Contract") is hereby amended as follows:

- I. **Maximum Amount.** The maximum amount payable under the Contract, wherever such reference appears in the Contract, shall be changed from \$1,429,484.00 to \$1,382,800.45, representing a decrease of \$46,683.55.
- II. **Attachment A, Scope of Work.** The Scope of Work is amended as follows:

Section B. Objective is hereby amended by deleting Numbers 2. and 3. and replacing them as follows:

2. From July 1, 2017 through January 31, 2020, Contractor shall provide services each month to at least 32 Practices and One Community Entity. From February 1, 2020 through June 30, 2020, Contractor shall provide services each month to at least 24 Practices and one Community Entity.
3. From July 1, 2017 through January 31, 2020, Contractor shall Facilitate Projects each month for at least 32 Practices and, if appropriate, for the Community Entity. From February 1, 2020 through June 30, 2020, Contractor shall Facilitate Projects each month for at least 24 Practices and, if appropriate, for the Community Entity.

Section D. Service Level Requirements is hereby amended by deleting Numbers 1. and 4. and replacing them as follows:

1. To ensure adequate staffing under this Contract, Contractor shall assign a minimum of four QI Facilitators from July 1, 2017 through January 31, 2020 and three QI Facilitators from February 1, 2020 to June 30, 2020 to perform the work detailed in this Contract.
 - a. Permanent QI Facilitators must be evaluated by the State for satisfaction of competencies prior to instatement.
 - b. Contractor may appoint Interim QI Facilitators for up to 45 days, or longer with State approval.
 - c. The State may require a contingency plan and/or withhold or reduce payment as described in Attachment B if Contractor is unable to provide full staffing under this contract.
4. From July 1, 2017 through January 31, 2020, Contractor shall facilitate Projects with at least 32 Practices each month. From February 1, 2020 through June 30, 2020, Contractor shall facilitate Projects with at least 24 Practices each month.

- a. A "Project" means one of the following tasks, as described in Section C of this Attachment A:
 - i. Practice Assessment;
 - ii. Practice capacity building;
 - iii. Compliance with external quality standards;
 - iv. Facilitation of participation in Blueprint programs and initiatives;
 - v. Continuous quality improvement; and
 - vi. Short-term support.
- b. Each QI Facilitator shall facilitate at least one Project with at least eight of its assigned Practices – or another Practice or Community Entity if providing short-term support – each month.
- c. If an assigned Practice completes all active Projects with the QI Facilitator, the QI Facilitator will be deemed to have facilitated a Project with that Practice in the month of completion and in the following month, for up to four practices in a given month.
- d. A Community Entity receiving short-term support may be counted as a Practice for the purpose of determining the number of Practices with Projects facilitated by the QI Facilitator.

Number 5 of Section E Administrative Deliverables is hereby deleted in its entirety and replaced as set forth to this Amendment.

5. Position Vacancies and Contingency Plan

- a. Contractor shall notify the State within two business days of becoming aware of a vacancy in a QI Facilitator position.
- b. Contractor shall develop a contingency plan for approval by the State if the Contractor proposes to operate with fewer than four full time QI Facilitators during the period of July 1, 2017 through January 31, 2020 and three full time QI Facilitators from February 1, 2020 through June 30, 2020 during periods of position vacancies or extended leave.
- c. Contractor shall identify and list the qualifications of any part-time Interim QI Facilitators. A Contingency Plan is not required if qualified interim staff will be providing coverage on a full-time basis.
- d. Under the Contingency Plan, the Contractor shall:
 - i. Reassign all Practices to its remaining QI Facilitators and/or part time Interim QI Facilitators;
 - ii. From July 1, 2017 through January 31, 2020, continue to facilitate Projects for at least 32 Practices and from February 1, 2020 through June 30, 2020 for at least 24 Practices and continue to provide Practice meetings and services to all assigned Practices.
 1. Reduce the frequency of meetings with such Practices to monthly;
 2. Limit the provision of Practice Services to those for whom the Contractor is facilitating a Project; and/or
 3. Adjust the timelines and postpone action steps related to capacity building or continuous quality improvement Projects; and

- iii. Guarantee that periods of reduced staffing will not impact the ability of Practices to comply with external quality standards or participate in Blueprint programs or initiatives within the required timelines.
- e. The contingency plan may specify alternative discounts to those specified in Attachment B, to be offered if:
 - i. The contingency plan proposes a greater reduction in services than provided in this Contract; or
 - ii. Contractor fails to meet the service levels specified in the approved contingency plan.
- f. Contractor shall submit a draft contingency plan within 30 days of execution of this Amendment.
- g. Contractor shall update the contingency plan and submit it to the State for approval within five business days of a reduction in staff.
- h. The Contractor shall offer a discount according to the terms of Attachment B or as specified in the contingency plan if it fails to provide this deliverable or meet the level of service terms provided therein.

III. **Attachment B, Payment Provisions.** The payment provisions are amended as follows:

Section 4.a of Attachment B is hereby deleted in its entirety and replaced as set forth to this Amendment.

- 4. Contractor shall submit invoices to the State in accordance with the schedule set forth in this Attachment B. The payment schedule for delivered products, or quarterly rates for services performed, and any additional reimbursements, are as follows:
 - a. Supervision & Facilitation:
 - i. From July 1, 2017 to June 30, 2018, Contractor may invoice the State up to \$106,951 per quarter for QI Facilitation activities outlined in Attachment A, contingent upon timely production of reports and work products.
 - ii. From July 1, 2018 to June 30, 2019, Contractor may invoice the State up to \$109,960 per quarter for Supervision and Facilitation activities outlined in Attachment A, contingent upon timely production of reports and work products.
 - iii. From July 1, 2019 to December 31, 2020, Contractor may invoice the State \$119,510.00 per quarter for Supervision and Facilitation activities outlined in Attachment A, minus any applicable discounts, contingent upon timely production of reports and work products.
 - iv. From January 1, 2020 to January 31, 2020, Contractor may invoice the State \$39,836.67 for the month of January for Supervision and Facilitation activities outlined in Attachment A, and minus any applicable discounts, contingent upon timely production of reports and work products.
 - v. From February 1, 2020 to March 31, 2020, Contractor may invoice the State \$61,000.00 for the last two months of quarter three for Supervision and Facilitation activities outlined in Attachment A, and minus any

applicable discounts, contingent upon timely production of reports and work products.

- vi. From April 1, 2020 to June 30, 2020, Contractor may invoice the State \$91,499.85 for quarter four for Supervision and Facilitation activities outlined in Attachment A, and minus any applicable discounts, contingent upon timely production of reports and work products.

Section 4.c of Attachment B is hereby deleted in its entirety and replaced as set forth to this Amendment.

- c. Certified Professional in Healthcare Quality (CPHQ) Certification Milestone Payments:
 - i. Contractor may invoice the State for registration and study materials for the successful completion by its QI Facilitators of accreditation as a CPHQ up to \$700 per person for an overall amount not to exceed \$2,100.00 for the period of July 1, 2019 to June 30, 2020.
 - ii. The State may withhold funds up to the amount reimbursed for accreditation if the Contract's end date is less than six months after the date the accreditation is earned. Such funds will be provided in full if the Contract is extended by amendment or a new Contract is executed.
 - iii. All certification costs incurred by QI Facilitators will be determined after the date of successful completion of accreditation as a CPHQ. Proof of successful completion and receipts associated with attaining certification such as registration fees, and study materials must be submitted before reimbursement will be made.

Section 5 of Attachment B is hereby deleted in its entirety and replaced as set forth below to this Amendment.

5. All reports related to this Contract should be submitted in electronic format. Reports should reference this Contract number and be submitted to:

Beth Tanzman: Beth.Tanzman@Vermont.gov

An electronic copy of all invoices and reports with original signature shall be sent to:

AHS.DVHAInvoices@vermont.gov;

All reports and other work products (deliverables) are subject to review and approval by the State before being accepted. Any work product deemed unacceptable by the State will be subject to revision by Contractor based upon a remediation plan that the State and Contractor will develop. Payment will be contingent upon and made after the State has accepted each work product and any stipulations listed in this Attachment B.

Section 6 is hereby deleted in its entirety and replaced as set forth below to this Amendment.

6. The Contractor shall offer service level discounts to the State as follows:
\$2,200 per week for each week within the billing quarter in which fewer than three full time QI Facilitators are performing services under this Contract due to a reduction in staff or extended leave unless:
- i. The Contractor has in place an approved contingency plan and demonstrates satisfactory compliance with the level of service terms stated therein; or
 - ii. The approved contingency plan provides for a lesser discount; and
- b. \$1,250 per Practice per month for each month in excess of one during the billing quarter in which a QI Facilitator facilitates Projects with fewer than the required number of Practices.

Section 7 of Attachment B is hereby deleted in its entirety and replaced as set forth below to this Amendment.

Budget for July 1, 2017 to June 30, 2018

QI Facilitation	\$ 427,804
QI Milestones	\$ 40,000
	\$ 467,804

Budget for July 1, 2018 to June 30, 2019

QI Supervision & Facilitation	\$ 478,040
CPHQ Certification	\$ 2,800
	\$ 480,840

Budget for July 1, 2019 to January 31, 2020

QI Supervision & Facilitation	\$ 278,856.69
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Budget for February 1, 2020 to June 30, 2020

QI Supervision & Facilitation	\$ 152,499.76
CPHQ Certification	\$ 2,100
	\$ 154,599.76

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>

This document consists of 6 pages. Except as modified by this Amendment No. 3, all provisions of the Contract remain in full force and effect.

The signatures of the undersigned indicate that each has read and agrees to be bound by this Amendment to the Contract.

STATE OF VERMONT

E-SIGNED by Cory Gustafson January 30, 2020
on 2020-01-30 20:29:21 GMT

CORY GUSTAFSON, COMMISSIONER DATE
NOB 1 SOUTH, 280 STATE DRIVE
WATERBURY, VT 05671-1010
PHONE: 802-241-0239
EMAIL: CORY.GUSTAFSON@VERMONT.GOV

UNIVERSITY OF VERMONT (VCHIP)

E-SIGNED by Emily Trantum January 30, 2020
on 2020-01-30 20:26:59 GMT

EMILY TRANTUM, TEAM LEAD DATE
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BURLINGTON, VT 05405
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