

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 between them originally dated as of July 1, 2017, Contract # 34113, 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 \$1,637,908.45 to \$1,893,716.45, representing an increase of \$255,808.00.
- II. **Contract Term.** The Contract end date, wherever such reference appears in the Contract, shall be changed from June 30, 2021 to June 30, 2022.
- III. **Attachment A, Scope of Work.** The Scope of Work is amended as follows:

Section B. Objective is hereby amended by deleting Number 3. and replacing as follows:

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 November 30, 2020, Contractor shall Facilitate Projects each month for at least 24 Practices (pro-rated dependent on the number of active QI Facilitators. From December 1, 2020 – June 30, 2022, Contractor shall Facilitate Projects each month for a minimum of eight practices for each QI Facilitator) and, if appropriate, for the Community Entity.

Section D. Service Level Requirements is hereby amended by deleting Numbers 1., 4., and 5. 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 up to three QI Facilitators from February 1, 2020 to November 30, 2020, and two QI Facilitators from December 1, 2020 to June 30, 2022 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, 2022, Contractor shall facilitate Projects with at least 24 Practices each month (pro-rated dependent on the number of active QI Facilitators. Minimum of eight practices for each QI Facilitator).
 - 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.
5. From December 1, 2020 through June 30, 2022 the .25% FTE Quality Improvement Facilitator Supervisor shall assist the Blueprint Executive Director with providing mentorship support to the network of Quality Improvement Facilitators. This will entail assistance with planning monthly meetings, identifying training opportunities, and assistance to implement such training with the QI Facilitators.

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 November 30, 2020 and two full time QI Facilitators from December 1, 2020 through June 30, 2022 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.
6. 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, 2022 for at least 24 Practices (pro-rated dependent on the number of active QI Facilitators. Minimum of eight practices for each QI Facilitator).
 - ii. and continue to provide Practice meetings and services to all assigned Practices, except that Contractor may, with documented agreement from the affected Practices and a State approved contingency plan:
 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.

IV. **Attachment B, Payment Provisions.** The Payment Provisions are amended as follows:

Section 4.a of Attachment B is hereby amended to include the addition of Section 4.a viii. as set forth to this Amendment.

- viii. From July 1, 2021 to June 30, 2022, Contractor may invoice the State \$9,321.00 for each QI Facilitator (up to a maximum of two 1.0 FTE QI Facilitators) per month (and pro-rated for a partial month) and \$2,675.33 for Supervision (Supervisor .25 FTE) per month for activities outlined in Attachment A, and minus any applicable discounts, contingent upon timely production of reports and work products.

Section 6 of Attachment B 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:
 - a. Pro-rated monthly billing (based on amounts outlined in Sections 4.a.vii and 4.a.viii) for each month or partial month within the billing quarter in which fewer than two 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. For active QI Facilitators, \$1,150.00 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 amended to include the addition of a budget table for July 1, 2021 to June 30, 2022 as hereby included set forth below to this Amendment.

Budget for July 1, 2021 to June 30, 2022

QI Supervision & Facilitation	\$ 255,808.00
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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 4 pages. Except as modified by this Amendment No. 6, 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 Sandi Hoffman
on 2021-06-30 21:51:15 GMT June 30, 2021

SANDI HOFFMAN, DVHA DATE
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UNIVERSITY OF VERMONT (VCHIP)

E-SIGNED by Emily Trantum
on 2021-06-30 21:11:36 GMT June 30, 2021

EMILY TRANTUM, TEAM LEAD DATE
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