

STATE OF VERMONT  
DEPARTMENT OF VERMONT HEALTH ACCESS  
BRATTLEBORO RETREAT

CONTRACT #41429  
AMENDMENT #5  
PAGE 1 OF 3

## STATE OF VERMONT CONTRACT AMENDMENT

It is hereby agreed by and between the State of Vermont, Department of Vermont Health Access (the "State") and Brattleboro Retreat, with a principal place of business in Brattleboro, Vermont (the "Contractor") that the contract between them originally dated as of March 1, 2021, Contract #41429, (the "Contract") is hereby amended as follows:

**I. Attachment B, Payment Provisions.** The Payment Provisions are hereby modified as follows:

**A. By deleting number 3.4 in its entirety and replacing as follows:**

**3.4.APM Year 4**

The per diem amount in the APM Payment for APM Year 4 was derived using the following factors:

- i. Historical Contractor inpatient utilization incurred by DMH and DVHA;
- ii. Projected Contractor inpatient utilization in APM Year 4;
- iii. Recent cost-per-day values incurred by Contractor for direct care, fixed and administrative costs; and
- iv. A negotiated allowance for annual changes for direct care, fixed and administrative costs.

The APM Payment for APM Year 4 is derived by multiplying the per diem amount of \$3,100 by the number of expected Inpatient Days. The State shall make a monthly APM Payment to Contractor as shown in Table 4.

***Table 4. APM Year 4***

Month	Expected Inpatient Days	Expected Beds per Day	Monthly Payment Amount
January 2024	1,581	51	\$4,901,100
February 2024	1,479	51	\$4,584,900
March 2024	1,581	51	\$4,901,100
April 2024	1,530	51	\$4,743,000
May 2024	1,581	51	\$4,901,100
June 2024	1,530	51	\$4,743,000
July 2024	1,581	51	\$4,901,100
August 2024	1,581	51	\$4,901,100
September 2024	1,530	51	\$4,743,000
October 2024	1,581	51	\$4,901,100
November 2024	1,530	51	\$4,743,000
December 2024	1,581	51	\$4,901,100
<b>Totals</b>	<b>18,666</b>	<b>-</b>	<b>\$57,864,600</b>

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**B. By deleting number 5.4 in its entirety and replacing as follows:**

**5.4 APM Year 4**

The APM Payment in this contract is a risk sharing arrangement. In APM Year 4, Contractor shall be subject to the following risk corridor.

**a. Utilization Risk Corridor**

The Utilization Risk Corridor is defined as the number of Inpatient Days that wrap around the days that State has committed to purchase on a prospective basis in the APM Year. This corridor will be determined using utilized days thresholds above and below the value of prospective purchase days.

- i. The Utilization Risk Corridor, therefore, shall be applied as follows for APM Year 4 and calculations shall be factored into the Year-End Reconciliation.
  1. Contractor shall be liable for the costs to serve patients between 18,666 and 19,039 Inpatient Days.
  2. The State shall pay Contractor a rate of \$3,100 per day for each Inpatient Day utilized between 19,040 and 20,839.
  3. Contractor shall be liable for the costs to serve patients between 20,840 and 21,399 Inpatient Days.
  4. The State shall pay Contractor a rate of \$3,100 per day for each Inpatient Day utilized above 21,399.
  5. If the actual number of utilized Inpatient Days is less than 18,293 during APM Year 4, then Contractor shall reimburse back to the State an amount equivalent to \$3,100 per day for each day below 18,293.
- ii. If during the contract, the State or Contractor determines that the Inpatient Days used are 10% or more under the expected utilization as specified in Table 4 of Attachment B, then the Parties may meet to discuss utilization or costs. Evaluations will occur no less frequently than monthly unless the parties agree to evaluate utilization less frequently.

**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.

**Cybersecurity Standard Update 2023-01.** Contractor confirms that all products and services provided to or for the use of the State under this Agreement shall be in compliance with State of Vermont Cybersecurity Standard Update 2023-01, which prohibits the use of certain branded products in State information systems or any vendor system that is supporting State information systems, and is available on-line at:

<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, 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.

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**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.

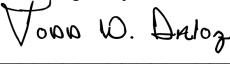
**Certification Regarding Suspension or Debarment.** Contractor certifies under the pains and penalties of perjury that, as of the date this contract amendment is signed, neither Contractor nor Contractor's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed 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 3 pages. Except as modified by this Amendment No. 5, 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.

**BY THE STATE OF VERMONT:**

DocuSigned by:  
  
8496AFD85AC04E5...  
TODD DALOZ (OR DESIGNEE)      DATE  
AHS Deputy Secretary  
280 State Drive, Building E  
Waterbury, VT 05671-1010  
Phone: 802-585-5964  
Email: [Todd.Daloz@vermont.gov](mailto:Todd.Daloz@vermont.gov)

**BY THE CONTRACTOR:**

DocuSigned by:  
  
587B6F3664154A1...  
LINDA ROSSI      DATE  
CEO  
Brattleboro Retreat  
Anna Marsh Lane  
Brattleboro, VT 05301  
Email: [lrossi@brattlebororetreat.org](mailto:lrossi@brattlebororetreat.org)