

AMENDMENT

It is agreed by and between the State of Vermont, Department of Vermont Health Access (hereafter called the "State") and **Compuware Corporation** (hereafter called the "Contractor") that the contract on the subject of providing a disease registry system, effective 12/9/2010, is hereby amended effective June 30, 2012, as follows:

1. **By deleting on page 1 of 9, item 1, (Maximum Amount) and substituting in lieu thereof the following Section 3:**
 3. Maximum Amount. In consideration of the services to be performed by Contract, the State agrees to pay Contractor, in accordance with the payment provisions specified in Attachment B, a sum not to exceed \$5,597,125.00.
2. **By deleting on page 1 of 26, section 4 (Contract Term) of the base contract and substituting in lieu thereof the following Section:**
 4. Contract Term. The period of Contractor's performance shall begin on December 9, 2010 or upon signature of the State, whichever is later and end on June 30, 2013. By mutual agreement, this contract may be extended for a period or periods totaling up to one (1) additional year.
3. **By deleting the entire scope of the base contract and all additions contained within amendment 1 and substituting in lieu thereof the following:**

ATTACHMENT A SPECIFICATIONS OF WORK TO BE PERFORMED

The State of Vermont recognizes that the Contractor provides a unique disease management and clinical tracking Service. By entering into this Contract, the State agrees to purchase: operation, training, development, and maintenance services from the Contractor as more fully defined herein.

The Covisint DocSite Service is provided in a browser base version on a web platform to the Licensees. The Licensee and its authorized Users hereunder may use, access, display, operate or otherwise interact with the Covisint DocSite Services, or any prior version for the same operating system, on any number of computers, workstations, terminals or other digital electronic devices in a clinic or office location. The Contractor will host the Covisint DocSite Service on its own server for use by Licensee.

Responsibilities of the Contractor:

- 1) Operation and maintenance of the Covisint DocSite and Covisint ProviderLink Services, including web portal for use by the State and participating partners;
- 2) Work with the State to implement the Covisint DocSite and Covisint ProviderLink Services at participating practices and providers as further outlined in this Contract;
- 3) Create training plans and will train and support Covisint DocSite and Covisint ProviderLink Service Users as further outlined in in this Contract;
- 4) Participate in the mapping of existing source data systems against the core State Blueprint data dictionary, establish and assist with implementation of plans to optimize guideline based data elements in the provider setting as further outlined in in this Contract;
- 5) Maintain the Covisint DocSite and ProviderLink Services and provide periodic enhancements available through product releases. Additional enhancements beyond those outlined in Task 5 and 6 to software functionality or development of additional tools to support the practices will be subject to

- a mutually agreed Statement of Work and additional fees and further reduced to a contract amendment signed by both parties;
- 6) Adherence to applicable federal and state standards and best practices related to system operations, including National Institute of Standards and Technology standards;
 - 7) Participate in management and implementation team structures and processes as outlined in Task 26;
 - 8) Conduct the business of this Contract in coordination and collaboration with the State and its other contractors to work toward the achievement of the following goals that health information is available at the point of care that:
 - a. Is up to date and accurate;
 - b. Can be shared with patients and providers as necessary and appropriate;
 - c. Allows for measurement and improvement over time.
 - 9) Develop methods and systems for aligning work with the State's objectives as outlined in this Contract for evaluating and reporting on the Contractor's own performance, and for responding to any deficiencies in a timely and visible manner.

Responsibilities of the State:

- 1) Assign a resource that will be Covisint's primary contact, such primary contact may vary across different task or project areas of the Contract.
- 2) Provide project management resources sufficient to support the work defined within this Contract.
- 3) Provide clear definition and specifications for identified development activities.
- 4) Set up and participate in management and implementation team structures and processes as outlined in Task 26.

Tasks:

Definitions:

For the purpose of this Contract, the following definitions shall apply:

"Blueprint" means the Vermont Blueprint for Health.

"CDR" or "Clinical Data Repository" means Covisint's real-time database that consolidates data from a variety of clinical sources to present a unified view of a single Patient.

"Condition" means a disease, illness or health issue for which tracking, documentation or intervention is desired.

"Condition and Measure Set" means a logical relationship setup between a specific condition and set of associated Measures.

"Covisint DocSite Enterprise Service" means Covisint's hosted service for Patient centric, all-condition chronic disease management with registry, point-of-care decision support and community connectivity functionality that is used to manage chronic, complex and preventive health needs for individual Patients at the point-of-care and for populations of Patients over time.

"Covisint ProviderLink Service" or "Covisint ProviderLink" means Covisint's internet-based, hosted application that provides a communication and workflow engine to enable the sharing of administrative and clinical personal health information.

"Demonstration Sites" means a clinical site selected to a focused activities to improve end-to-end data

integrity.

“Integrated Health Record” means a virtual aggregate of data elements within Covisint DocSite that provides a patient-centric view of the data and which can be viewed across practices in a community view.

“Licensee” means a hospital, physician practice, or other health care provider participating in the “Vermont Blueprint for Health” that is permitted access to the Covisint DocSite Service for the purpose of treatment and management of patients.

“Measure” means a quantifiable basis for comparison; a reference point against which other things can be evaluated; a method for evaluating or tracking a point of data. Measures are derived from evidence-based clinical guidelines and indicate whether or not, or how often, a process of care or outcome of care occurs. Each Measure contains attributes (e.g., measure responses, unit of measure, goals, category for display) that facilitates standardization and reporting of data and workflow.

“MPI” means master patient index.

“Problem Resolution Team” means the leadership team with membership from the State, Vermont Information Technology Leaders (VITL) and Covisint that provides organizational leadership and advice to define and prioritize projects and expedite solutions.

“Provider” means a physician, nurse practitioner, physician assistant or other licensed individual with an independent license to provide healthcare services.

“RLS” means record locator service.

“User” means a person authorized by the State to use the Covisint ProviderLink Service or Covisint DocSite Enterprise Service.

“VHIE” means Vermont Health Information Exchange.

“VHIE ID” means unique patient identifier assigned by VHIE.

“Visit Planner” means a Covisint DocSite Enterprise Service report containing alerts and reminders for Patients which require follow-up visits and tests.

- 1) The Contractor will identify and provide staff persons for the State’s Blueprint for Health activities, sufficient to complete the tasks described within specified timelines. Necessary travel by these staff persons in connection with their duties under this contract is budgeted to be included in the amount of this contract. These staff persons will function as the point of contact for State/Contractor activities.
- 2) The Contractor will provide direct support and training to: practices, community health team members, Medicaid Care Coordinators, State staff and other providers as designated by the State.
- 3) As relating to this contract the Contractor shall serve as the conduit for all reasonable and applicable communications and deliverables between contractor(s) and the State, and between contractor(s), VITL, and practices.
- 4) The Contractor will provide direct support and training to: practices, State staff, other contractors, and, partners as effective use of the Covisint DocSite and Covisint ProviderLink Services are implemented. The Contractor shall serve as the conduit for all reasonable and applicable communications and deliverables between contractor(s) and the State, and between: contractor(s), VITL, and practices. The Contractor will train at least two “Super Users” per participating Health Service Area (HSA) during the term of this Contract. Currently there are 13 participating HSA’s within the State of Vermont. Trainings may include a mixture of the following: Face to face training, webinars, documents and telephonic support.

- 5) Contractor will complete the development, quality assurance testing, and production level deployment for general use by providers of:
 - a) Expansion of currently active condition/measure modules to include utilization specific, and pharmacy specific measures against benchmarks at a plan level and the development of related reports on an aggregate level for Medicaid, the practices, the HSA level, and the patient level.
 - b) Up to five additional condition/measure modules, along with associated dashboard reports, as outlined in a module development plan to be developed jointly by the Contractor and the State and ultimately approved by the State. Condition/measure modules to be considered for development should include oncology, shared decision-making, low back pain, chronic pain, and arthritis.
 - i) To support this work, the State will:
 - (1) Assign a resource that will be the State primary contact;
 - (2) Provide clear definition and specifications for the requested condition/measure module development;
 - (3) Approve specifications and requirements for defined condition/measure sets;
 - (4) Participate in the quality assurance and integration tests in order to provide validation and feedback to the Covisint QA team during testing;
 - (5) Assign appropriate personnel for definition and review of condition-measure sets;
 - (6) Sign off and approve delivered condition-measure set.
- 6) Maintain previously developed condition/measure sets, such as: health maintenance, diabetes, hypertension, asthma, and coronary artery disease through an annual review of these measure sets to accommodate revisions to national guidelines and/or State specific needs.
 - a) Standard Dashboard Reports will be revised as applicable based on the annual review of condition/measure sets. Changes to the dashboard reports requested outside of the annual review and/or creation of custom reports not included in Contractor's standard dashboard report offering will be subject to a Statement of Work and fee schedule.
- 7) The Contractor will provide a secure and robust web site for the Covisint DocSite Service, including: web monitoring, maintenance, updating, data and application backups. The Contractor will log onto the Covisint DocSite Service web site weekly to ensure that the website is functioning properly. During the contract period, this sign on frequency may be revisited should it be found that a weekly sign on is too frequent, or not frequent enough to maintain a functional web site. Pursuant to the National Institute of Standards and Technology (NIST) publications, the design and implementation must take into account security standards and controls. (For details on NIST publications, see: <http://csrc.nist.gov/publications/PubsSPs.html>)
- 8) The Contractor will attend technical IT calls with HSA's involved in implementing the Covisint DocSite Service as part of the statewide roll-out of the Vermont Blueprint for Health, and serve as a resource for questions, information, and training. The Contractor will be considered part of the Blueprint IT Team, which includes: State staff, Contractor staff, VITL staff and other contractors.
- 9) The Contractor will enter into any required Business Associate Agreements (BAAs) between Contractor and any HSA practices that are Covered Entities under the HIPAA statute and are directly connected to the Covisint DocSite Services.
- 10) The Contractor will track and manage use of the Covisint DocSite Service, and maintain a budget for

the purpose of approving Users of the Covisint DocSite Service.

- 11) The Contractor will provide software in a browser base version on a web platform. The Licensee and it's authorized Users hereunder may use, access, display, operate or otherwise interact with the Covisint DocSite Service on any number of computers, workstations, terminals or other digital electronic devices in a clinic or office location. The Contractor will host the Covisint DocSite Service on its own server for use by Licensee.
- 12) The Contractor agrees to the following Maintenance and Service Terms.

Contractor Classification of Defects. "Support Services" consist of the Contractor's investigation and correction of any defects or deficiencies in the Covisint DocSite and Covisint ProviderLink Services (problems with the Covisint DocSite Service that cause it not to perform all functions substantially as described in the Subsequent documentation) that Licensee reports to the Contractor (a "Defect"). Classification of Defects and their associated Support Service schedule follows:

	Acknowledgement *	Patch**	Fix***
Level One: Anything that renders inoperative the then current release version of the Covisint DocSite Service.	Within 2 hours	48 hours	12 business days
Level Two: Anything that has a negative impact upon Licensee's ability to perform its normal business functions and for which there is no alternative procedure available.	Close of business day	3 business days	Release of next version of the Covisint DocSite Service
Level Three: Anything that has a negative impact upon Licensee's ability to perform its normal business functions but for which there is an alternative procedure available.	Close of business day	10 business days	Release of next version of the Covisint DocSite Service
Level Four: Anything that does not fit into any of the above classifications.	Within 2 business days	To be scheduled with Licensee	To be determined by Contractor

* If Licensee reports the Defect by voicemail or email, the Contractor will place a return call to Licensee to acknowledge receipt of the message and to begin investigation and correction of the Defect.

** A patch is a work around, circumvented procedure, bug fix or updated release.

*** Official fix, update fix or enhancement.

Covisint Docsite Response Times. The State will instruct Licensee to report Defects by telephone, voicemail or email to the Contractor. If the Contractor is unable to resolve the Defect immediately on the phone, the Contractor will assign a tracking number and one of the above classifications. On a twenty-four (24) hour, seven (7) day a week basis, the Contractor will respond to, and use commercially reasonable efforts to correct the Defect by Secure Electronic Access within the time frames set forth above. Support between the hours of 5:00 pm and 8:00 am EST of the Authorized User will be for support issues related to the User's inability to use the Covisint DocSite Service. Non-emergent after-hours support, such as helping set up User sites, non-Covisint DocSite Service reporting issues, training on data entry, etc, will be provided on a mutually agreed time and materials basis.

- 13) The Contractor will manage a Bi-Directional Connectivity Interface between the Covisint DocSite Service and the VITL exchange hub with the following deliverables:
 - a) ADT records added to the VHIE from the Covisint DocSite Service;
 - b) Records will acquire a VHIE ID;
 - c) Records will be returned to the Covisint DocSite Service by VHIE/VITL;
 - d) Covisint DocSite Service ID will be updated with the VHIE ID.
- 14) The Contractor will maintain the Medicaid Care Coordination Feed/Site with the following deliverables:
 - a) Covisint DocSite Service site set up
 - i) Supports Vermont Blueprint for Health conditions and measures
 - b) Standard Interface
 - i) Members (patients)
 - ii) providers (if member/provider X ref provided)
 - iii) Medical Claims
 - (1) Complete testing of Medical Claims data integration in QA and perform UAT with Medicaid identified Users
 - (2) Perform initial load of Medicaid Claims into production
 - (3) Routinely process claims data submitted by Medicaid
 - (4) Establish User accounts and process eligibility file to support Medicaid roll out of staff access
 - (5) Establish display and reporting functions in Covisint DocSite to show Medicaid claims data and appropriate measures, such as ED visits, in-patient discharges, and pharmacy profiles.
- 15) Ad Hoc Services: The Contractor agrees to work with the State to define scope, deliverables and pricing for certain ad hoc services, as listed below at such future time as appropriately defined and mutually agreed by the parties. The ad hoc services will include, but not be limited to:
 - a) Disease ID for all current Vermont Blueprint for Health managed conditions and all new managed conditions added during this contract period. This process mines claims information to determine the appropriate managed condition assignments for each patient.

- b) Blue Button Solution to support patients in accessing their electronic health record information.
 - c) Onpoint Claims Data Integration. Upon the successful completion of a proof of concept project for matching unique patient across the Vermont multi-payer claims data set and the Covisint Docsite clinical data set, the parties may decide to pursue a project to more fully integrate Vermont claims data into Covisint Docsite.
 - d) Practice HIT Deployment Playbook – contribute to the creation and ongoing development of a Practice HIT deployment tools or playbook. The tools or playbook should contain best practices and generalizable approaches for the ongoing implementation and use of HIT systems in practices and other clinical and community care settings.
 - e) Lab data integrations for providing lab values in Covisint Docsite.
- 16) The Contractor shall notify the State and licensees 24 hours prior to a known downtime. The Contractor will make every attempt to schedule downtimes collaboratively with the State.
- 17) The Contractor shall provide copies of security plans, risk assessments, operational guides, policies and procedures pertaining to system operation, administration and maintenance, as requested by the State. The Contractor shall ensure secure data transfers as a participant of the State Health Information Exchange (“HIE”).
- 18) The Contractor will maintain separate environments for development, testing, training and production to meet security and audit standards related to security and change control.
- 19) At the expiration or termination (without cause) of this contract, Contractor shall provide the State with a record of all material historical data from the Covisint DocSite Service in a usable electronic format.
- 20) The Contractor will engage with the State, VITL, clinicians, and others as may be necessary to conduct approximately 20 end-to-end demonstration projects as detailed below and refined during the contract period by the Problem Resolution Team specified in Task 26:
- a) The specific number, locations, and kinds of demonstrations will be assessed and refined by the Problem Resolution Team, but the ultimate decision-making authority rests with the State;
 - b) Selection of each demonstration will be based on site and participant readiness and commitment to be part of a results-oriented, focused, and collaborative effort. Selections will be based on minimizing factors that make a successful demonstration less likely, including but not limited to: engagement and commitment of source site clinicians, engagement and availability of IT support for source site, input from the Blueprint Project Manager on source site readiness, input from the Blueprint Facilitator on source site readiness, input from the VITL team and VITL project manager on source site readiness, input from the Covisint practice support team on source site readiness, current status of data transmission from source systems thru the VHIE to Covisint Docsite (demographic & clinical), and capability of source sites without an EHR to generate Demographic data backloads for direct use of Covisint Docsite as a clinical tracking system;
 - c) For each selected Demonstration site, Covisint will perform the following services to ensure end-to-end data integrity:
 - i) Perform a complete practice level data audit to identify opportunities for improvement
 - ii) Implement solutions at the practice level to drive the following outcomes
 - (1) Ensure that practice patients have been accurately entered into Covisint Docsite;

- (2) Ensure that managed conditions have been accurately assigned based on the data in the practice source system;
 - (3) Ensure that clinical measures have been accurately mapped based on the data in the practice source system;
 - (4) Ensure that the measure answers have been accurately mapped based on the data in the practice source system and then mapped into Docsite using one to many relationships between the data dictionary answers and source system data to maximize the measure answer yield in Docsite ;
 - (5) Ensure that patient demographic data has been successfully mapped into Covisint Docsite and can be audited back to the source system, with a focus on the key data elements of name, gender, date of birth, death indicator and active-inactive patient status.
 - (a) Use the VHIE ID and the state death registry to eliminate duplicate patient records and correctly identify patients that are deceased within Covisint Docsite.
 - I. Use the state death registry to identify patients that are deceased within Covisint Docsite using an acceptable matching algorithm based on state death registry data provided. Once a patient has been updated to deceased using the information from the state death registry, this information will be persisted in Covisint Docsite. Use the VHIE ID to link patient records
 - II. Use the VHIE ID to link patient records
 - (6) Audit Visit Planner and Patient Alerts to ensure patient-level reports are correct
 - (7) Audit all performance calculations for all clinical measures for practice and associated providers
 - (8) Recommend best practices for maintaining data integrity moving forward.
- d) The measure of success for demonstrations is that accurate and reliable data is available to and displayed in Covisint DocSite reports, whether the data used to generate reports is entered directly into Covisint Docsite or is transmitted from other sources systems thru the Vermont Health Information Exchange (operated by VITL) to Covisint Docsite.
 - e) The method to determine success will be an attestation process, developed and approved by the State with input from the Contractor, in which a lead clinician fills out and signs a simple survey attesting to the accuracy and reliability of information that is in Covisint Docsite generated reports. At a minimum, the survey will assess the accuracy and reliability of both demographic and clinical data. The State will identify one or more lead clinicians or one or more lead team members at each source site who are willing to consistently participate in the demonstration process, assist with problem solving, assist with review of Covisint Docsite report quality, and who are willing to be responsible for completing the survey on the accuracy and reliability of information in Covisint Docsite reports.
 - f) The State will use the results of the survey to determine whether the Contractor is eligible for associated payments. The State will also take into account the overall experience and effort of the Contractor in the case that clinicians at a source site are unwilling or unable to engage in the demonstration process in a fair and reasonable manner.
 - g) In the event that the State determines that clinician satisfaction is indeterminate, that engagement of source site personnel and clinicians is inadequate, that source site clinician expectations are

unreasonable, or that unusual circumstances beyond the control of the Contractor prevent a successful demonstration despite a determined effort by the Contractor to make the demonstration successful, the State will award partial or full payment based on demonstrated efforts of the Contractor.

- h) The Contractor will be eligible for one-time payments of \$25,000 for each new successful demonstration site (defined as end-to-end data use from a single source system, not on the number of practice sites using the source system), as follows:
 - i) The Contractor will be paid \$10,000 upon the successful demonstration of accurate and reliable demographic information in Covisint Docsite reports.
 - ii) The Contractor will be paid \$15,000 upon the successful demonstration of accurate and reliable clinical information in Covisint Docsite reports.
- 21) Additional end-to-end demonstrations will be conducted according to the same processes and procedures of Task 20 to accomplish the data and reporting requirements of Community Health Teams, SASH Teams, Medicaid Care Coordinators, Addiction and Mental Health Disorder Teams, and other subject matter modules as may be approved by the State.
- 22) ProviderLink Services means the Contractor's internet-based application that provides a communication and workflow engine to enable the sharing of administrative and clinical personal health information.
 - a) Ongoing service responsibilities for "ProviderLink" includes:
 - i) Maintain the selected State work flows as identified in Task 27;
 - ii) Provide help desk support;
 - iii) Manage ongoing communications transports; and
 - iv) The Contractor may create a case study showing ProviderLink impact on the agreed upon success metrics.
 - b) The Services shall be considered ready for Production Launch when:
 - i) User acceptance testing ("UAT") for the services as defined above are completed by the parties.
 - ii) Correction of issues identified during acceptance testing based on the requirements specification is completed based upon agreement of the list of corrections by both parties.
 - iii) Both parties will provide resources to support the move to production during a Covisint Docsite standard maintenance window.
 - iv) All deliverables as described above have been accepted in writing by both parties.
- 23) Integrated Health Record (IHR) Services are required to migrate to a data sharing model within Covisint Docsite that provides a patient-centric view of the data, which can be viewed across practices in a community view. As such, the Contractor will provide a Master Patient Index, Record Locator Service, and Clinical Data Repository to its existing technology platform.
 - a) The IHR will be defined within Covisint DocSite as a virtual aggregate of data points from more than one data source viewed by any authorized provider of care using the VHIE ID as the primary aggregating ID.

- b) Governed by appropriate permissions on the part of the provider and patient consistent with policies in keeping with policies of the Blueprint program.
 - c) The IHR will require the implementation of a Master Person Index (MPI), Record Locator Service (RLS) and a Clinical Data Repository (CDR) to create a Covisint Docsite Community View, including such tasks as:
 - i) The MPI will be slaved to the VHIE MPI and will not require reconciliation due to the use of the VHIE patient ID's;
 - ii) The CDR will exist in a single community and no migration of historical data from Covisint Docsite will be required.
 - d) The Services shall be considered ready for Production Launch when:
 - i) User acceptance testing ("UAT") for the services as defined above are completed by the parties;
 - ii) Correction of issues identified during acceptance testing based on the requirements specification is completed based upon agreement of the list of corrections by both parties;
 - iii) Both parties will provide resources to support the move to production during a Covisint Docsite standard maintenance window;
 - iv) All deliverables as described above have been accepted in writing by both parties.
- 24) The Contractor shall develop and make available to Covisint Docsite Users a condition measure set for the Vermont "Ladies First" program, as follows:
- a) State Responsibility, through the VT Department of Health (VDH):
 - i) Create program member list on monthly basis and send to
 - (1) Scenario 1: to HIE for MPI match and flag as Ladies First (LF) member, then from HIE to Covisint DocSite as messages.
 - (2) Scenario 2: directly to Covisint DocSite from LF as flat file.
 - ii) Provide infolink URL(s)
 - iii) Sign off on Covisint infolink/other plan
 - b) Covisint Responsibility
 - i) Create Ladies First condition in Covisint DocSite:
 - (1) Build Covisint DocSite intake of LF program member/eligibility file;
 - (2) Populate each LF member with condition of Ladies First;
 - (3) Ensure that either feed scenario dictates whether member is active or inactive in the program.
 - ii) Build interface for both data scenarios above and maintain (e.g., apply new eligibility file to Covisint DocSite each time it is sent from LF – if scenario 2)
 - iii) Create a set of LF measures, e.g.:
 - (1) Services funded for patient by LF
 - (a) Breast

- I. Breast exam
- II. Breast exam education
- III. Mammogram
- IV. Additional if/as needed

(b) Cervical

- I. Pelvic exam
- II. Pap test
- III. Additional if/as needed

(c) Heart Health

- I. Blood pressure
- II. Cholesterol
- III. Height and weight
- IV. Diabetes test
- V. Help with nutrition, physical activity, and quitting smoking

(2) Create infolink to LF program attached to LF condition (contingent on upgrade to Docsite 2011.4): http://healthvermont.gov/prevent/ladies_first.aspx

(3) Create dashboard/other report(s) in collaboration with stakeholders

- c) The Contractor will provide bi-weekly updates to the State on project status via pre-scheduled conference calls and demonstrations.
- d) The Services shall be considered ready for Production Launch when:
 - i) User acceptance testing (“UAT”) for the services as defined above are completed by the parties.
 - ii) Correction of issues identified during acceptance testing based on the requirements specification is completed based upon agreement of the list of corrections by both parties.
 - iii) Both parties will provide resources to support the move to production during a Covisint Docsite standard maintenance window.
 - iv) All deliverables as described above have been accepted in writing by both parties.

25) Vermont Quit Network

Support the State in the migration of the Vermont Quit Network’s Tobacco Cessation Database to Covisint DocSite Enterprise Service through the design and implementation of a solution for registration, tracking, and management of the activities of the Vermont Quit Network and its clients.

a) **Project Objectives**

- i) Complete remaining reports that are required by the “Vermont Quit Network” or “VQN” to communicate with third-parties, allow for program evaluation, and manage day-to-day activities of Users;
- ii) Migrate data from current tobacco cessation application to Covisint DocSite Enterprise Service;

- iii) Train VQN Quit Coaches, and others as appropriate, on Covisint DocSite Enterprise Service;
- iv) Support Users post deployment (as needed).

b) **Scope**

i) **Contractor Responsibilities:**

- (1) Build custom reports in the application to produce:
 - (a) Insurance company reimbursement report
 - (b) Third-party callback report
 - (c) Missing demographic information
 - (d) Referral count
 - (e) Basic demographic information (reporting clients by age, gender, etc)
 - (f) Site activity report
 - (g) Registrants, participants, and completers
- (2) Nicotine Replacement Therapy NRT Vendor reports Import of data from third-party callback vendor
 - (a) Creation of measures to hold this data once it is imported (see above under condition/measure bullet)
 - (b) Includes information like quit status, satisfaction with the program, etc

c) **Production Launch**

- i) The Services shall be considered ready for Production Launch when:
 - (1) User acceptance testing (“UAT”) for the services as defined above are completed by the parties.
 - (2) Correction of issues identified during acceptance testing based on the requirements specification is completed based upon agreement of the list of corrections by both parties.
 - (3) Both parties will provide resources to support the move to production during a Covisint Docsite standard maintenance window.
 - (4) All deliverables as described above have been accepted in writing by both parties.

26) Management and Governance: The Contractor will fully participate in the following teams and processes that would operate to address overall program implementation, including: project priorities, monitoring, and status; project operational issues, interventions, and solutions; and opportunities for innovation.

- a) The Problem Resolution Team – This high-level team provides organizational leadership and advice to define and prioritize projects and expedite solutions to problems and issues. This team will meet as needed, but generally in short (e.g., 30-minute) facilitated bi-weekly calls to review “Hot Issues” that are identified by the Implementation Team or work groups, vetted in advance, and presented with sufficient contextual information and recommendations.
 - i) The Problem Resolution Team may reach decisions as part of a collaborative process, but the ultimate decision-making authority rests with the State.

- ii) Members of the Problem Resolution Team are: Deputy Commissioner, Division of Health Reform, DVHA; Executive Director, VT Blueprint for Health, DVHA; President and CEO, VT Information Technology Leaders; and Vermont Senior Account Executive, Covisint DocSite.
- iii) Members of the Problem Resolution Team may be replaced, but only with approval of the State.
- b) Implementation Team(s) – Implementation Teams act on specific projects and priorities as authorized and directed by the Problem Resolution Team. Implementation Teams meet as needed, but generally on a regular and intensive basis (e.g., 1-3 times per week) to closely monitor progress and direct action on projects and systems.
 - i) The membership and responsibilities of Implementation Teams will be determined by the Problem Resolution Team.
- c) Quarterly Monitoring, Reporting, and Adjustment – A quarterly evaluation of progress towards goals and of the processes of achieving the goals will be conducted by the Problem Resolution and Implementation Teams. The evaluation process will be established and improved over time by the Problem Resolution Team, and should include such measures as:
 - i) Performance toward meeting deliverable production;
 - ii) Separate and collaborative activity towards problem recognition and tracking;
 - iii) Separate and collaborative activity towards problem resolution;
 - iv) Practice (and patient) satisfaction reports;
 - v) Innovative thinking in:
 - (1) advancing generalizable deployment approaches
 - (2) designing working together processes that correct inefficiencies or accelerate progress
 - (3) identification of new, critical data integrity issues
 - (4) introduction of new initiatives and approaches to data liquidity
 - vi) Additional measures to be determined collectively, which could include:
 - (1) new methods for Covisint Docsite training
 - (2) use of data for new policy initiatives that advance population health
 - (3) use of technology for improved communication.
- d) Quarterly Adjustments – Reasonable adjustments to project plans, priorities, and resource allocations may be made by the Problem Resolution Team based on the quarterly evaluations or at other times.

27) ProviderLink Implementation Services

The Contractor shall provide ProviderLink Implementation Services as specified below for SASH, Blueprint Community Health Team, Medicaid Utilization Management (UM), and Medicaid Care Management groups. The set-up of and training for Covisint ProviderLink Service

- SASH
 - ❖ SASH intake process
 - ❖ SASH discharge planning/transition of care

- ❖ Medication management
- Community Health Teams
 - ❖ Fax/other communications between CHT , practices and community providers
 - ❖ Referrals
 - ❖ Coordination of communications with patient – follow up appointments, referrals, etc.
 - ❖ Transitions of care
- Medicaid UM:
 - ❖ Medical/dental prior authorizations
 - This item would also involve creating a standard “PA” form and functionality that would not accept a PA form if it did not include all of the required information
 - ❖ Concurrent reviews
 - ❖ Out of State medical elective
 - ❖ Mental health concurrent review
 - ❖ Future workflows could include: second level medical review, notice of decisions with a copy to fiscal intermediary, and real-time eligibility
- Medicaid Care Management
 - ❖ Patient consent documents: uploading consents to the Department of Vermont Health Access (DVHA)/ Vermont Critical Care Initiative (VCCI) and placing into APS C3 system.
 - ❖ Faxes to PCPs: various tools, care plans and documents.
 - ❖ Discharge Planning Interface with “Northwest Medical Center” or “NWMC” “transition” committee

Implementation Services:

The following describes the various components of the Implementation Services to be performed by Contractor:

- I. **Conduct Customer site implementation sessions** - Each of these sessions will be completed at the State location.
 - **Planning and Work Flow Design** - This full day planning session will include several meetings involving staff, IT, and main project contacts in which detailed work flows will be designed.
 - **Super User training** -This full day session will include a detailed training session for State designated “Super Users”. After the training session, they will be given access to the State production system to get started. The Contractor will remain on site for the full day to work through any training or process related issues.
 - **Training and Go Live** – The Contractor will tailor a training schedule to meet the needs of the State. Training sessions are typically four hours in length and should be a maximum class size of ten employees. After all employees are trained, the Contractor will remain on site at least one additional day to work with State staff to get everyone comfortable with the new process and technology.
 - **Follow Up and Optimization** - Approximately one month after go live, the Contractor will contact the State facility to review work flows, provide spot training, and work through issues that may arise during the initial weeks of the project.
- II. **Provide customized implementation guide** - Describing all the steps to a successful implementation of the Covisint ProviderLink Service, this guide will be provided to assist with keeping track of all the details and checklist items.

- III. **Provide work flow customization** -To get the most benefit from Covisint ProviderLink Service, the Contractor will work with you to design appropriate work flows. This is a key component to a successful implementation and helps the Contractor tailor training to your specific processes.
- IV. **Provide Training** – The Contractor will tailor a training schedule to meet the needs of the State. Training sessions are typically four hours in length (a morning and an afternoon session) and should be a maximum class size of ten employees. The training provided will be customized to the Customer facility and workflows.
- V. **Create custom e-forms** - Most organizations have forms that are used to structure both internal and external communication. The Covisint ProviderLink Service includes a powerful custom e-form designer.
- VI. **Contractor Help desk access** - Customer support is provided via telephone and email. The help desk can assist with general system questions and problems.
- VII. **Create customized online facility site** – The Contractor will create and customize the State’s Covisint ProviderLink Service facility, including distribution lists, e-forms and importing fax contacts (provided in specified electronic format).
- VIII. **Provide online help and documentation** - Included with the Covisint ProviderLink Service, the State will have access to online documentation and context-sensitive help.
- IX. **Case study documenting the completion of the Covisint ProviderLink Service implementation** - During implementation of the Covisint ProviderLink Service, the Contractor will identify the metrics the State facility hopes to impact then measure its results. The Contractor may publish a case study, which can be used to promote Covisint ProviderLink Service used by that State facility.
- X. **Optional Services.** Additional consulting services are available for full day or hourly rates.
- XI. **HL7 Module Installation and Setup** – The State will provide services to get connectivity to the State’s environment, define and develop the data mapping from the State HL7 information to Covisint ProviderLink Service and verify that Users can access the data.

28) Asthma Management and Tobacco Cessation Initiative

Background/Overview:

The Contractor will create the selected infolinks within Covisint DocSite Enterprise Service to support the asthma and tobacco cessation programs as outlined in the required services section below.

Project Objective

- Incorporate tools into the Covisint DocSite Enterprise Service so Users can easily access and utilize asthma management and tobacco cessation programs at the point of patient contact and during post visit reporting and analysis

Required Services/ Tasks/Activities:

I. Asthma: <http://healthvermont.gov/prevent/asthma/index.aspx>

Background: Works in tandem with “Asthma Surveillance” group at Division of Health Promotion and Disease Prevention of the State and funded by a CDC grant. This program is committed to supporting providers and Vermont residents with asthma tools and resources.

Scope:

- State Responsibility:
 - ❖ Provide URLs to be used as infolinks in Covisint DocSite Enterprise Service (see below).
 - Includes infolink to the State's asthma action plan
 - ❖ Sign off on Contractor plan for where infolinks will be attached (to what conditions, measures).
 - ❖ Provide Contractor with frequently updated list of links – maintain/update and send list of URLs to ensure Contractor has accurate infolinks at all times.
- Contractor Responsibility:
 - ❖ Attach asthma action plan form URL to asthma action plan measure in new data dictionary as infolink.
 - http://healthvermont.gov/prevent/asthma/documents/Asthma_Action_Plan_form.pdf
 - ❖ Attach other URLs to other asthma measures (or just asthma condition) – a specific list of decision support tools that the asthma program wants to be able to provide via infolinks is listed below
 - http://www.asthmacontrol.com/pdf/ACT_AdultEng.pdf
 - <http://www.asthmacontrol.com/pdf/BiChildENG.pdf>
 - <http://www.ncbi.nlm.nih.gov/books/NBK7232/>
 - <http://www.ncbi.nlm.nih.gov/books/NBK7229/figure/A1916/?report=objectonly>
 - <http://www.ncbi.nlm.nih.gov/books/NBK7229/figure/A1933/?report=objectonly>
 - <http://www.ncbi.nlm.nih.gov/books/NBK7229/figure/A1934/?report=objectonly>
 - <http://www.ncbi.nlm.nih.gov/books/NBK7229/figure/A1935/?report=objectonly>
 - <http://www.ncbi.nlm.nih.gov/books/NBK7229/figure/A1936/?report=objectonly>
 - <http://www.ncbi.nlm.nih.gov/books/NBK7229/figure/A1937/?report=objectonly>
 - <http://www.ncbi.nlm.nih.gov/books/NBK7222/figure/A2212/?report=objectonly>
 - <http://www.ncbi.nlm.nih.gov/books/NBK7222/figure/A2213/?report=objectonly>
 - <http://www.ncbi.nlm.nih.gov/books/NBK7222/figure/A2214/?report=objectonly>
 - <http://www.ncbi.nlm.nih.gov/books/NBK7222/figure/A2219/?report=objectonly>
 - <http://www.ncbi.nlm.nih.gov/books/NBK7222/figure/A2220/?report=objectonly>
 - <http://www.ncbi.nlm.nih.gov/books/NBK7222/figure/A2221/?report=objectonly>
 - ❖ Create dashboard/other report if needed
 - Asthma reports are already available in general product
 - ❖ Addition of infolinks are contingent on Covisint Docsite Enterprise Service 2011.4 upgrade.

II. Tobacco :: <http://healthvermont.gov/prevent/tobacco/index.aspx>

Background: This project supports the “Vermont Quit Network”, which is funded by a CDC grant and is committed to reducing smoking and smoking-related health outcomes; supports various activities in addition to “Quit Line” and “NRT” therapy offerings.

Scope:

- State Responsibilities
 - ❖ Provide URLs to be used as infolinks in Covisint DocSite Enterprise Service (see below)
 - ❖ Sign off on Contractor plan for where infolinks will be attached (to what conditions, measures)
 - ❖ Provide Contractor with frequently updated list of links – maintain/update and send list of URLs to ensure the Contractor has accurate infolinks at all times

- Contractor Responsibilities
 - ❖ Attach URL to pdf referral (to Quit Line program) form to tobacco cessation/intervention measure in updated data dictionary
 - <http://www.healthvermont.gov/prevent/tobacco/documents/VQNFaxReferralFORM.pdf>
 - ❖ Attach URLs to tobacco measures as infolinks
 - <http://www.vermontquitnetwork.org>
 - <http://www.vtquitnetwork.org/quit-phone>
 - <http://www.vtquitnetwork.org/quit-in-person>
 - <http://www.vtquitnetwork.org/quit-online>
 - ❖ Create dashboard/other report if needed
 - ❖ Addition of infolinks is contingent on Covisint DocSite Enterprise Service 2011.4 upgrade

Production Launch:

The Production Launch component of the Covisint DocSite Enterprise Services consists of the following:

- I. Contractor Responsibilities:** The Services shall be considered ready for “Production Launch” when:
 - a) User acceptance testing (“UAT”) for the services as defined in the Required Services/Tasks/Activities Section I and II above are completed by the parties.
 - b) Correction of issues identified during acceptance testing based on the requirements specification is completed based upon agreement of the list of corrections by both parties.
 - c) Provide resources to support the move to production during a Contractor standard maintenance window.
 - d) All deliverables as described in the Required Services/Tasks/Activities Section I and II have been accepted in writing by both parties.
- II. State Responsibilities.** In support of the Production Launch component of the Services, the State shall perform the following tasks:
 - a) Complete the State UAT.
 - b) Upon completion of UAT, provide test acceptance confirmation and acceptance of deliverables in writing to the Contractor prior to Production Launch.
 - c) If needed, provide resources to support the Production Launch during a Contractor standard maintenance window.

Means of Verification:

The State will verify successful performance on each performance issue through UAT, and provide written acceptance confirmation and acceptance of deliverables to the Contractor prior to Production Launch.

Monitoring:

The Contractor will provide bi-weekly updates to State on project status via pre-scheduled conference calls and demonstrations.

29) Blueprint Tobacco Cessation Task:

Support the State in the migration of the Vermont Quit Network's Tobacco Cessation Database to Covisint DocSite Enterprise Service through the design and implementation of a solution for registration, tracking, and management of the activities of the Vermont Quit Network and its clients.

Project Objectives

- Support the workflow of the Vermont Quit Network in Covisint DocSite Enterprise Service
- Create reports that are required by the "Vermont Quit Network" or "VQN" to communicate with third-parties, allow for program evaluation, and manage day-to-day activities of Users
- Migrate data from current tobacco cessation application to Covisint DocSite Enterprise Service
- Train VQN Quit Coaches, and others as appropriate, on Covisint DocSite Enterprise Service
- Support Users post deployment (as needed)

Scope:

Contractor Responsibilities:

1. Develop a condition measure set (up to 75 measures) for the Vermont Tobacco Cessation Quit in Person Program to collect data for the:
 - Intake, registration, treatment, and follow-up of patients receiving one-on-one and group tobacco cessation counseling
2. Build custom reports in the application to produce:
 - To-do lists
 - NRT Vendor reports
 - Program evaluation data output
 - Quit-line intake by date
3. Migrate data from current tobacco cessation application to Covisint DocSite Enterprise Service
 - Review data in current application
 - Map all data elements from current application to newly designed condition measure set and standard demographic data
 - Complete a one-time data migration
 - Assure quality of migrated data
4. Conduct UAT
 - Conduct UAT with NRT Users
 - Correct errors in the application identify during UAT
5. Train super Users in all 14 health service areas to input data for the intake, registration, treatment, and follow-up with patients.
 - Develop a communication plan
 - Provide 3 regional in-person training sessions for new Users
 - Provide- web-conferencing and web-based training for new Users
 - Develop a User guide for local cessation counselors
6. Execute BAAs with each User organization that uses the Covisint DocSite Enterprise Service for the Vermont Tobacco Cessation Quit in Person Program.

Timeline

Task	Due By
Signed change request	April 30, 2012
Condition Measure Set	June 12, 2012

Data Mapping and Migration	June 20, 2012
Reports (priority 1 only)	June 25, 2012
Training	June 28, 2012
Documentation verification	June 29, 2012

Deliverables: Contractor will:

1. The Contractor will provide monthly program and quarterly financial reports to the Contract Manager identified in Attachment B of this document. Monthly reports are due by the 15th day of the month end, quarterly reports are due starting January 31, 2011 and the last day of the month following each calendar quarter through June 30, 2013. Such reports shall describe and quantify:
 - listing of sites with active access or planned near term Demonstration Sites
 - listing of providers who have been surveyed for Docsite accuracy and reliability and results of attestation where available
 - listing providers & Users with active access
 - specifying status of each module development
 - specifying User support activity
 - progress and outcomes for tasks and deliverables as necessary and appropriate to support and justify performance-based payments specified in Attachment B
2. The Contractor will provide continued State access to a de-identified demo Covisint DocSite Service web site with executable identical to the production web site, to enable design and gap analysis of the Covisint DocSite Service.
3. Contractor will facilitate the implementation of the Covisint DocSite Service by accomplishing the following, and as appropriate will comment on the highlights of the tasks below, in the monthly program reports:
 - a) **Governance:**
 - i. The Contractor will work collaboratively with the State to provide oversight for the implementation of the Covisint DocSite Service.
 - ii. The State and the Contractor serve as their own “change control board” to review and make recommendations on any requested modification or enhancement to the Covisint DocSite Service. The ultimate decision making authority rests with the State. Modifications or enhancements to the Covisint DocSite Service functionality will be subject to a mutually agreed Statement of Work and incremental fees.
 - iii. The State and the Contractor will agree upon a process for updates and changes that includes State participation to cause the least impact to existing operations and proper vetting and testing of all modifications to the Covisint DocSite Service. Public release of approved updated Covisint DocSite Service must be documented by Contractor.
 - b) **Implementation:**

The Contractor shall coordinate the implementation of the Covisint DocSite Services by participating practices and providers including but not limited to the following:

 - i. The Contractor will assist practices with their readiness prior to deployment of the Covisint DocSite Services.
 - ii. The Contractor will work with the State and VITL to plan an implementation process to

integrate/interface with software applications within physician offices. Implementation sequence and timetable will be at the direction of the Problem Resolution Team with final approval by the State.

- iii. The Contractor will assist practice staff and management with the integration of the Covisint DocSite Service functions with existing or modified practice workflows.
- iv. The Contractor will nurture and maintain Provider partner relations during the course of the project in order to promote and attain Covisint DocSite Service acceptance and adoption.
- v. The Contractor will track progress of implementations with: practices, the State, and vendors while acting as the key point of contact for issue management with all participating physician practices.
- vi. The Contractor will maintain an up-to-date referral network for questions that are better answered by other Blueprint IT team members including VITL and Electronic Medical Records (EMR) vendors.
- vii. Where appropriate, the Contractor will work closely with parties to establish data collection and submission processes associated with clinical reporting initiatives.
- viii. The Contractor will provide education and training during implementation and provide end-User assistance for the Covisint DocSite Service in physician/practice office setting.

c) Operations:

- i. The Contractor will provide assistance to local IT support staff for troubleshooting, network connectivity and Covisint DocSite Service performance issues.
- ii. The Contractor will triage reported problems and facilitate helpdesk support for the Covisint DocSite Service if necessary.
- iii. The Contractor will assist providers in day-to-day use of the clinical information system within the Covisint DocSite Service.
- iv. The Contractor will assist providers in the generation of requested reports obtainable via the Performance and Outreach Dashboard or Filter Wizard tools.
- v. The Contractor will receive and log provider requests for system or reports changes or enhancements for referral to the State for change control processing.
- vi. The Contractor will assist providers in validating their medical data within the Covisint DocSite Service reports.

d) Technical Assistance

- i. The State will make resources available for the purposes of assisting the Contractor with project management during the implementation of the Covisint DocSite Services.
 - ii. The State will also provide technical assistance to assist the Contractor in developing plans for the interfacing and integration with other systems and the HIE for purposes of data exchange.
4. Other deliverables specified in this contract, which include the following major work products (but this list is not intended to be an exhaustive list of all contract requirements):
- a) Covisint DocSite condition measure maintenance and development services in Tasks 5

and 6.

- b) End-to-end and other demonstration project services in Tasks 20 and 21.
- c) ProviderLink Services in Task 22.
- d) Integrated Health Record services in Task 23.
- e) Ladies First services in Task 24.
- f) Vermont Quit Network Services in Task 25.

4. By replacing in Attachment B in the Base agreement in its entirety and substituting in lieu thereof the following:

**ATTACHMENT B
 PAYMENT PROVISIONS**

The maximum dollar amount payable under this Contractual Contract is not intended as any form of a guaranteed amount. The Contractor will be paid for the Covisint DocSite Services specified in Attachment A, for services actually performed as specified in attachment A, up to the maximum allowable amount specified in this Contract. The payment schedule for services performed, and any additional reimbursements, are included in this attachment. The State’s standard payment terms are net 30 days from date of invoice. The following provisions specifying payments are:

Covisint Services	Frequency of Invoicing	Amount of Invoice		Annual Costs
Covisint DocSite Service Subscription Fee for up to 350 Users	Monthly	\$ 17,500.00		\$ 210,000.00
Covisint DocSite Service Subscription Fee for each Additional User	Monthly	\$ 50/user/month		\$ 150,000.00
System Hosting	Quarterly	\$ 40,125.00		\$ 160,500.00
Registry User and Operations Support	Quarterly	\$ 120,294.00		\$ 481,176.00
Vermont Quit Network	Quarterly	\$ 12,909.75		\$ 51,639.00
Ladies First, Asthma & Tobacco	Quarterly	\$ 6,762.50		\$ 27,050.00
Integrated Health Record	½ due at contract execution; ½ due at Production Launch	\$ 445,939.00		\$ 445,939.00
Condition/Measure and Dashboard Report Maintenance	Quarterly	\$ 67,223.00		\$ 268,892.00
Practice Site Level Custom Data Mapping and Optimization	Quarterly	\$ 75,581.00		\$ 302,324.00
ProviderLink Services	At Production Launch. Additional fees may apply at end of 12 months based on actual transaction volumes.	Annual Transaction Volume*	Annual Fee	\$ 144,000.00
		0 to 500,000	\$96,000.00	
		500,001 to 1,000,000	\$144,000.00	
* Should annual transactions exceed 1,000,000 the contract will be amended to reflect increased volume and associated costs 1,000,001 - 2,000,000 = \$210,000; 2,000,001 - 3,000,000 = \$270,000; 3,000,001 - 4,000,000 = \$320,000; 4,000,001 - 5,000,000 = \$350,000				
Assessment & Attestation Process Reward Payments – Task 20				\$500,000.00

*Once cumulative Subscription fees reach \$500,000, the Covisint Docsite Service Subscription fees will convert to an annual maintenance fee of \$250,000 for support for the term of this Contract.

In addition to the fees identified herein, the Contractor may invoice on a quarterly basis for services planned and mutually agreed to in the "Contract Project Plan" which will be based on Attachment A. Adjustments to this maximum amount going forward shall be in accordance with the activity levels described in Attachment A, and agreed to in the Contract Project Plan. Program reports shall accompany each monthly invoice. Invoices will not be paid until the monthly program report is received and accepted by the State.

Payment Structure:

The Contractor shall invoice the State accordingly as outlined below:

Covisint Services	Frequency of Invoicing	Amount of Invoice	Annual Costs
Condition/Measure Set and Dashboard Report Development for up to 5 conditions with up to 200 measures	For each Condition/ Measure Set, ½ due at change request execution and ½ due at Production Launch	\$24,629 ea	\$123,145.00
Adhoc Services	To be allocated upon Production Launch Per Deliverable, based on agreed pricing	\$180,000	\$180,000.00

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

Steve Maier, Contract Manager
Department of Vermont Health Access
312 Hurricane Lane, Suite 201
Williston, Vermont 05495-2806
steven.maier@state.vt.us

In addition all hard copy invoices shall include an original signature and must reference this contract number and be submitted to:

Business Office, Contracting Unit
Department of Vermont Health Access
312 Hurricane Lane, Suite 201
Williston, Vermont 05495

Payment against this contract will be issued upon approval by the State. The State reserves the right to withhold part or all of the contract funds if the State does not receive timely documentation of the successful completion of contract deliverables.

- 1) The Contractor will be eligible for the Covisint DocSite monthly subscription fee for each individual User, contingent on attestation by a lead clinician at a source site that accurate and reliable information

is available in Covisint DocSite reports. In the event that the State determines that clinician satisfaction is indeterminate, that engagement of source site personnel and clinicians is inadequate, that source site clinician expectations are unreasonable, or that unusual circumstances beyond the control of the Contractor prevent accurate and reliable information from being available in Covisint DocSite reports, the State will award partial or full payment based on demonstrated efforts of the Contractor.

- 2) The assessment and attestation process for monthly subscription fees will be the same as is specified in Task 20.
 - 3) Within 2 months of the start date of this contract, the State will conduct the survey attestation process with a lead clinician at each existing clinical site that has licensed Covisint DocSite Users for whom a monthly subscription fee is currently being paid.
 - a) Attestations for existing Users will be staged over the first 6 months of the contract to provide the Contractor with an opportunity to implement applicable services from Task 20 c
 - b) State will determine the prioritized order and timing of attestations to existing Users.
 - 4) The Contractor will continue to be paid monthly subscription fees for all licensees at each existing clinical site unless:
 - a) It is determined by the sites lead clinician that information in Covisint DocSite reports is not accurate and reliable, and
 - b) The lead clinician indicates in writing that they are unable or unwilling to engage with the Contractor and the State to rectify data integrity, transmission, reporting, and any other issues.
 - 5) If the demonstrations in #4a and 4b above are made, or if the State otherwise determines that any data integrity, transmission, reporting, or other issues cannot be resolved, then payments on monthly subscription fees for current Users at this site will be suspended.
- 5. By replacing Attachment C Customary State Contract Provision (revised 1/11/11) beginning on page 10 of the base contract with Attachment C Customary State Contract Provision (revised 7/1/12) which is an attachment of this amendment beginning on page 24.**

This amendment consists of 27 pages. Except as modified by this amendment and any previous amendments, all provisions of this contract, (#18608) dated December 1, 2010 shall remain unchanged and in full force and effect.

STATE OF VERMONT
DEPARTMENT OF VERMONT HEALTH ACCESS

CONTRACTOR
COMPUWARE CORPORATION

MARK LARSON, COMMISSIONER

DATE

MITCHELL KRAMER, VICE PRESIDENT

DATE

ATTACHMENT C
CUSTOMARY PROVISIONS FOR CONTRACTS AND GRANTS

1. **Entire Agreement.** This Agreement, whether in the form of a Contract, State Funded Grant, or Federally Funded Grant, represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect.
2. **Applicable Law.** This Agreement will be governed by the laws of the State of Vermont.
3. **Definitions:** For purposes of this Attachment, "Party" shall mean the Contractor, Grantee or Subrecipient, with whom the State of Vermont is executing this Agreement and consistent with the form of the Agreement.
4. **Appropriations:** If appropriations are insufficient to support this Agreement, the State may cancel on a date agreed to by the parties or upon the expiration or reduction of existing appropriation authority. In the case that this Agreement is funded in whole or in part by federal or other non-State funds, and in the event those funds become unavailable or reduced, the State may suspend or cancel this Agreement immediately, and the State shall have no obligation to fund this Agreement from State revenues.
5. **No Employee Benefits For Party:** The Party understands that the State will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation or sick leave, workers compensation or other benefits or services available to State employees, nor will the state withhold any state or federal taxes except as required under applicable tax laws, which shall be determined in advance of execution of the Agreement. The Party understands that all tax returns required by the Internal Revenue Code and the State of Vermont, including but not limited to income, withholding, sales and use, and rooms and meals, must be filed by the Party, and information as to Agreement income will be provided by the State of Vermont to the Internal Revenue Service and the Vermont Department of Taxes.
6. **Independence, Liability:** The Party will act in an independent capacity and not as officers or employees of the State.

The Party shall defend the State and its officers and employees against all claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party. The State shall notify the Party in the event of any such claim or suit, and the Party shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit. The Party shall notify its insurance company and the State within 10 days of receiving any claim for damages, notice of claims, pre-claims, or service of judgments or claims, for any act or omissions in the performance of this Agreement.

After a final judgment or settlement the Party may request recoupment of specific defense costs and may file suit in Washington Superior Court requesting recoupment. The Party shall be entitled to recoup costs only upon a showing that such costs were entirely unrelated to the defense of any claim arising from an act or omission of the Party.

The Party shall indemnify the State and its officers and employees in the event that the State, its officers or employees become legally obligated to pay any damages or losses arising from any act or omission of the Party.

7. **Insurance:** Before commencing work on this Agreement the Party must provide certificates of insurance to show that the following minimum coverage is in effect. It is the responsibility of the Party to maintain current certificates of insurance on file with the state through the term of the Agreement.

No warranty is made that the coverage and limits listed herein are adequate to cover and protect the interests of the Party for the Party's operations. These are solely minimums that have been established to protect the interests of the State.

Workers Compensation: With respect to all operations performed, the Party shall carry workers' compensation insurance in accordance with the laws of the State of Vermont.

General Liability and Property Damage: With respect to all operations performed under the Agreement, the Party shall carry general liability insurance having all major divisions of coverage including, but not limited to:

Premises - Operations
Products and Completed Operations
Personal Injury Liability
Contractual Liability

The policy shall be on an occurrence form and limits shall not be less than:

\$1,000,000 Per Occurrence
\$1,000,000 General Aggregate
\$1,000,000 Products/Completed Operations Aggregate
\$ 50,000 Fire/ Legal/Liability

Party shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this Agreement.

Automotive Liability: The Party shall carry automotive liability insurance covering all motor vehicles, including hired and non-owned coverage, used in connection with the Agreement. Limits of coverage shall not be less than: \$1,000,000 combined single limit.

Party shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this Agreement.

Professional Liability: Before commencing work on this Agreement and throughout the term of this Agreement, the Party shall procure and maintain professional liability insurance for any and all services performed under this Agreement, with minimum coverage of \$N/A per occurrence, and \$N/A aggregate.

8. **Reliance by the State on Representations:** All payments by the State under this Agreement will be made in reliance upon the accuracy of all prior representations by the Party, including but not limited to bills, invoices, progress reports and other proofs of work.
9. **Requirement to Have a Single Audit:** In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, and if this Subrecipient expends \$500,000 or more in federal assistance during its fiscal year, the Subrecipient is required to have a single audit conducted in accordance with the Single Audit Act, except when it elects to have a program specific audit.

The Subrecipient may elect to have a program specific audit if it expends funds under only one federal program and the federal program's laws, regulating or grant agreements do not require a financial statement audit of the Party.

A Subrecipient is exempt if the Party expends less than \$500,000 in total federal assistance in one year.

The Subrecipient will complete the Certification of Audit Requirement annually within 45 days after its fiscal year end. If a single audit is required, the sub-recipient will submit a copy of the audit report to the primary pass-through Party and any other pass-through Party that requests it within 9 months. If a single audit is not required, the Subrecipient will submit the Schedule of Federal Expenditures within 45 days. These forms will be mailed to the Subrecipient by the Department of Finance and Management near the end of its fiscal year. These forms are also available on the Finance & Management Web page at: <http://finance.vermont.gov/forms>

- 10. Records Available for Audit:** The Party will maintain all books, documents, payroll papers, accounting records and other evidence pertaining to costs incurred under this agreement and make them available at reasonable times during the period of the Agreement and for three years thereafter for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved. The State, by any authorized representative, shall have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed under this Agreement.
- 11. Fair Employment Practices and Americans with Disabilities Act:** Party agrees to comply with the requirement of Title 21V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable. Party shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990, as amended, that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the Party under this Agreement. Party further agrees to include this provision in all subcontracts.
- 12. Set Off:** The State may set off any sums which the Party owes the State against any sums due the Party under this Agreement; provided, however, that any set off of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided hereinafter.
- 13. Taxes Due to the State:**
- a. Party understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.
 - b. Party certifies under the pains and penalties of perjury that, as of the date the Agreement is signed, the Party 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.
 - c. Party understands that final payment under this Agreement may be withheld if the Commissioner of Taxes determines that the Party is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.
 - d. Party also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Party has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Party has no further legal recourse to contest the amounts due.

14. Child Support: (Applicable if the Party is a natural person, not a corporation or partnership.) Party states that, as of the date the Agreement is signed, he/she:

- a. is not under any obligation to pay child support; or
- b. is under such an obligation and is in good standing with respect to that obligation; or
- c. has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan.

Party makes this statement with regard to support owed to any and all children residing in Vermont. In addition, if the Party is a resident of Vermont, Party makes this statement with regard to support owed to any and all children residing in any other state or territory of the United States.

15. Sub-Agreements: Party shall not assign, subcontract or subgrant the performance of his Agreement or any portion thereof to any other Party without the prior written approval of the State. Party also agrees to include in subcontract or subgrant agreements a tax certification in accordance with paragraph 13 above.

Notwithstanding the foregoing, the State agrees that the Party may assign this agreement, including all of the Party's rights and obligations hereunder, to any successor in interest to the Party arising out of the sale of or reorganization of the Party.

16. No Gifts or Gratuities: Party shall not give title or possession of any thing of substantial value (including property, currency, travel and/or education programs) to any officer or employee of the State during the term of this Agreement.

17. Copies: All written reports prepared under this Agreement will be printed using both sides of the paper.

18. Certification Regarding Debarment: Party certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, neither Party nor Party'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.

19. Certification Regarding Use of State Funds: In the case that Party is an employer and this Agreement is a State Funded Grant in excess of \$1,001, Party certifies that none of these State funds will be used to interfere with or restrain the exercise of Party's employee's rights with respect to unionization.