

AMENDMENT

It is agreed by and between the State of Vermont, Department of Vermont Health Access (hereafter called the "State") and CSG Government Solutions, Inc. (hereafter called the "Contractor") that the contract on the subject of personal services for Independent Verification and Validation (IV&V), effective April 1, 2015, is hereby amended effective April 1, 2016, as follows:

- 1. By deleting Number 3 (Maximum Amount) on page 1 of 52 of the base agreement and substituting in lieu thereof the following:**
- 2. Maximum Amount.** In consideration of the services to be performed by the Contractor, the State agrees to pay the Contractor in accordance with the payment provisions specified in Attachment B, a sum not to exceed \$5,054,400.00.
- 3. By deleting Sections B through F of Attachment A, beginning on page 3 of 52 of the base agreement, and substituting in lieu thereof the following:**

B. THE CONTACTS FOR THIS AWARD ARE AS FOLLOWS:

	<u>State Fiscal Manager</u>	<u>State Authorized Representative</u>	<u>For the Contractor</u>
Name:	Meaghan Kelley Contract Administrator	Joseph Liscinsky MMIS Program Deputy Lead	Dawn Boland Account Executive
Phone #:	802-585-0302	802-233-6212	518-779-2852
E-mail:	Meaghan.Kelley@vermont.gov	Joseph.Liscinsky@vermont.gov	DBoland@csgdelivers.com

C. NOTICES TO THE PARTIES UNDER THIS AGREEMENT

To the extent notices are made under this agreement, the parties agree that such notices shall only be effective if sent to the following persons as representative of the parties:

	STATE REPRESENTATIVE	CONTRACTOR
Name	Office of General Counsel	Tim Lenning
Address	NOB 1 South, 280 State Drive Waterbury, VT 05671	180 North Stetson Ave, Suite 3200 Chicago, IL 60601
Email	Ahs.dvhalegal@vermont.gov	tlenning@csgdelivers.com

The parties agree that notices may be sent by electronic mail except for the following notices which must be sent by United States Postal Service certified mail: termination of contract, contract actions, damage claims, breach notifications, alteration of this paragraph.

D. Overview

Contractor shall conduct separate Quality Assurance/Independent Verification and Validations (QA/IV&V) for the following State MMIS projects, which shall be collectively referred to herein as "DVHA MMIS Projects" or "Projects":

1. Design, Development, and Implementation of a Medicaid Management Information System and Integrated Contact Center System and Services (“MMIS Core and Contact Center”);
2. Pharmacy Benefits Management (“PBM”); and
3. Care Management.

E. Task Approval Process

All work must be pre-approved by the State Authorized Representative(s). The State reserves the right to refuse any deliverable required under this contract for failure to sufficiently incorporate the deliverables detailed and contracted for.

All work must be reviewed and accepted by the State Authorized Representative(s) before the Contractor may submit an invoice to the State.

F. Tasks

TASK 1 - Develop, Maintain, and Execute the QA/IV&V Plan

The Contractor will develop a QA/IV&V Plan during Project Initiation including a project schedule, as well as maintain and execute the QA/IV&V Plan throughout the duration of the contract. Project Initiation activities that support TASK 1 Deliverables include:

1. Holding an initial introductory meeting with the State Authorized Representative and MMIS Project Managers, and Business Leads to understand the State’s expectations for the QA/IV&V project, status for MMIS Projects (PBM, Care Management, MMIS Core, and Contact Center), review project templates, and discuss any required forms for the QA/IV&V staff (i.e. project document repository access request form).
2. Preparing and submitting a document request to the State Authorized Representative for foundational level project documentation, such as an organizational chart, HSE/MMIS program structure, project contact lists by role (including state and vendor contacts), vendor project schedules (DVHA MMIS Projects), and a schedule of existing standing meetings by project.
3. Obtaining access to the State’s SharePoint sites.
4. Developing a QA/IV&V Plan and Work Plan. The QA/IV&V Plan will include processes for governing the ongoing management of project scope, schedule, cost, quality, resources, risks, issues, and communications, and the Work Plan will include milestones for DDI Vendors’ tasks that are dependencies for completing QA/IV&V deliverables defined in this contract. The QA/IV&V Plan will also detail when and how the DDI Vendors will be engaged in the process.

TASK 1A – High Level QA/IV&V Plan

The Contractor’s High Level QA/IV&V Plan shall include evaluation of the DDI Vendor’s activities, aligned according to PMBOK® phases and the needs of DVHA, and the DVHA Medicaid Project Schedules. The QA/IV&V Plan shall describe the Contractor’s Methodology for delivering QA/IV&V services for the DVHA Medicaid Projects, and will include key SDLC phase focus areas, including the following:

1. Project Governance and Management
2. Requirements Analysis and Management
3. Use Case Development and Application (e.g., Supporting Design, Development, Testing, User)

4. System Design (e.g., Conceptual and Detailed Designs)
5. Development Methodology and Tools

The Contractor will:

- a. Determine compatibility with the State and that any proprietary tools used by the DDI Vendor do not restrict the future maintainability, portability, and reusability of the system. Ensure methodology is communicated, implemented, monitored and complete. If necessary, propose remediation strategy.
 - b. Verify the DED for each deliverable
 - c. Evaluate deliverable against the approved DED for completeness
 - d. Provide Recommendations for improvements and modifications based on industry experience, development methodology and tools best practices, and EPMO standards
 - e. Verify the prescribed methodology standards as defined in the Plans are executed; and follow strict process guidelines in the development, test and delivery of the new System.
 - f. Verify all application developed and testing tools are used and best practices are followed for development and testing standards
 - g. Verify processes and standards support the early identification and remediation of defects in project deliverables
 - h. Verify approach change methodology, standards and criteria are applied in the development, testing and delivery
 - i. Verify secure coding tools and methods are used
 - j. Ensure that DDI Vendors tools do not conflict with, or present compatibility issues for tools or standards, including EPMO standards, for future DVHA initiatives
 - k. Participate in periodic review and provide recommendations based on industry and DVHA best practices
 - l. If necessary, identify risks/issues, and recommend remediation strategies.
6. Testing Plan, Methodology and Reports (e.g., System, Integration and User Acceptance Testing)
 7. Defects Prevention, Detection and Fixes

The Contractor will:

- a. Monitor for timely defect resolution with consideration for the DVHA's thresholds, including the documented testings, SLRs, through various phases of the testing life cycle. The Contractor's Project Manager, SMEs, and Functional and Technical Leads are the key participants in the project phase participating in the following activities and in the review of the following:
 - i. Verify the DED for each deliverable
 - ii. Evaluate deliverable against the approved DED for completeness
 - iii. Provide Recommendations for improvements and modifications based on industry experience, development methodology and tools best practices, and EPMO standards
 - iv. Validate the defect management process and procedures to ensure they are effective in managing the identification, triage, resolution, and reporting of defects
 - v. Determine through discussions with team members whether the processes and procedures are understood and followed across the project team
 - vi. Monitor UAT defects against the agreed-to threshold and notify DVHA if thresholds are reached or exceeded
 - vii. If necessary, identify risks/issues, and recommend remediation strategies
8. Integration and Interface Control Plan, Activities and Reports
 9. Configuration Management

10. Data Standards, Conversion Planning and Execution

11. Security and Privacy

12. Deployment Planning and Alternatives

- a. The Contractor will evaluate the change request process, determine if appropriate processes and tools are in place to manage system changes, including formal logging of change requests and the review, prioritization, timely scheduling of actions and validation of changes were implemented; and if necessary propose remediation strategy. In addition, the Contractor will evaluate implementation plan determine if it is communicated, implemented, monitored and completed in a timely and efficient manner; and if necessary propose remediation strategy. The Contractor will also evaluate operational plans and processes, determine if they are effectively developed, communicated, implemented, monitored and completed; Ensure Help Desk is ready to support; and, if necessary, propose remediation strategy.
- b. The Contractor will:
 - i. Verify the DED for the deliverable
 - ii. Evaluate the plan against the approved DED for completeness
 - iii. Provide recommendations for improvements and modifications based on industry experience, change management best practices, and EPMO standards
 - iv. Ensure that the Plan is updated such that the appropriate change request process is in place for operations
 - v. Verify there is a separate process for changes versus incidences that need to be remedied under the Software
 - vi. Warranty Period
 - vii. If necessary, identify risks/issues, and recommend remediation strategies
- c. The Contractor will evaluate readiness to transition to an operational solution in the production environment, determine if the required elements (e.g., people, process, technology) are in place and prepared to support operations; and, if necessary, propose remediation strategy.

13. User Training Plan and Implementation

14. Knowledge Transfer and Transition Planning

15. Hosting Environments

16. Warranty Requirements and Compliance

At the conclusion of each QA/IV&V project, the Contractor will facilitate a transition of all deliverables, artifacts, and information to DVHA staff. The Contractor will share knowledge of all project activities, tasks, and documents readily and openly through the project life cycle, and shall formally transition this information during Project Closing.

The Contractor will ensure that all project data, artifacts, reports, and deliverables are housed in a project repository throughout the course of the project life cycle, which shall be hosted on both TeamCSGSM and on DVHA infrastructure(State SharePoint). The Contractor will turn over the project repository to DVHA staff upon completion of the QA/IV&V contract. The Contractor will modify Contractor's standard close out process to meet specific DVHA requirements.

TASK 1B – Comprehensive QA/IV&V Plan

Building upon the High Level QA/IV&V Plan described in TASK 1A, Contractor shall detail the its approach to managing the QA/IV&V services for the MMIS DVHA Projects, applying the standard principles of PMBOK®

and IEEE. The Comprehensive QA/IV&V Plan will include processes for governing the ongoing management of project scope, schedule, cost, quality, resources, risks, issues, and communications. Contractor will facilitate a meeting with the State Authorized Representative to review the Comprehensive QA/IV&V Plan DED and solicit any feedback (provided by the DDI Vendor in the DVHA MMIS Projects). Contractor shall incorporate any changes into the DED and submit a final version to the State for approval. The DED will be used as an outline to develop the Comprehensive QA/IV&V Plan. The Contractor will develop a Comprehensive QA/IV&V Plan, which will be submitted to the State Authorized Representative for approval within 10-days of contract execution.

TASK 1C – QA/IV&V Plan Updates

The Contractor will maintain the QA/IV&V Plan as needed, or as required by DVHA, throughout the project life cycle. This is done as a normal course of project execution and is not a payment deliverable.

TASK 1D – Work Plan

Contractor shall revise the preliminary Work Plan it submitted in response to RFP 03410-141-15 to align with the existing DVHA MMIS Projects' schedules gathered during Task 1 Project Initiation activities (described above). The Work Plan shall include milestones for DDI Vendors' tasks that are dependencies for completing QA/IV&V deliverables, as well as Contractor resource assignments for completing project tasks and deliverables. The revised Work Plan will be submitted to the State Authorized Representative within 15 days of contract execution. The Contractor will apply the standard principles of the IEEE and PMBOK.

TASK 1E – Work Plan Updates

The Contractor shall update and maintain the Work Plan as needed, throughout the project life cycle. This is done as a normal course of project execution and is not a payment deliverable.

TASK 2 - Perform Initial, Periodic, and Final QA/IV&V Assessments

The QA/IV&V assessments and corresponding reports provide an independent, objective perspective representing a point-in-time snapshot of the health of the DVHA MMIS Projects. To complete the Initial, Periodic, and Final QA/IV&V Assessments, the Contractor will perform independent research; attend project meetings to understand project processes, current activities, and status; and coordinate and facilitate brief interviews with key project stakeholders as needed. The QA/IV&V assessments and corresponding reports will include:

1. Bi-Weekly Status Reports
2. Executive Status Reports
3. Ad Hoc Reports
4. Meeting Minutes (for Contractor-led meetings)
5. Ongoing Risk and Issues Management (formerly task 3)
6. Vendor Deliverable Reviews (formerly task 4)

TASK 2A – Initial QA/IV&V Report

The Initial QA/IV&V Report provides a comprehensive initial assessment of the DVHA MMIS Projects and analyzes project management plans, processes, documents, schedules, risks, issues, budgets, and requirements. To conduct the Initial QA/IV&V Assessment, the Contractor uses a Risk Assessment Checklist customized to the DVHA MMIS Projects and analyzes existing PBM project documentation collected from DVHA during Project Initiation. A baseline report shall provide an initial project "health check" for the PBM Project and is

submitted within 45 days of contract execution.

Additional Initial QA/IV&V reports will be produced and submitted within 45 days of the commencement of the MMIS Core and Care Management projects. The Initial QA/IV&V Report may be included as a chapter in the monthly Consolidated Periodic QA/IV&V Report, as described in Task 2B.

TASK 2B – Consolidated Periodic QA/IV&V Reports

The Contractor will complete Consolidated Periodic QA/IV&V Reports on a monthly basis throughout the engagement, submit them to the State Authorized Representative for review and approval by 5:00PM EST on the fifth business day of each new month. These monthly assessments are driven by the DVHA MMIS Projects' areas of highest risk and tied to software life cycle development milestones. To complete the Periodic QA/IV&V Reports the Contractor leverages the prior Risk Assessment Checklist and defines any specific area(s) of focus with DVHA based on the Projects status, areas of concern, and the SDLC phase. Periodic Reports will contain (per 45 CFR 95.626) project management of both the State and Contractor, technical aspects of the Projects, user involvement, buy-in that the system will support the program business needs, review of past project performance, risk management process. The Contractor will deliver monthly consolidated reports for all MMIS Program projects that were active during the reporting period. Each project will be assessed independently (represented as a section in the report) and any dependencies across projects or overarching risks will be addressed in a front section of the report. The contractor will produce 27 monthly reports for reporting period beginning October 1, 2015.

The Contractor is responsible for the development, delivery and support of all assessments and reports sent to the State and Federal partners, including all status reporting. Contractor shall manage this Contract and report to the State on scope, schedule and budget and resources.

The Contractor's QA/IV&V Project Manager will:

1. Provide the State with an overview of the proposed framework for evaluation of project performance
2. Ensure the Work Plan accurately reflects the activities and completion dates for the QA/IV&V assessments
3. Collect information from various sources such as interviews, project documentation, participation in meetings, and other sources
4. Analyze information collected using the agreed upon frameworks and standards to assess performance
5. Draft the QA/IV&V assessment to include recommendations on how to address the highest priority improvement opportunities
6. Deliver the QA/IV&V assessment to the appropriate stakeholders from the State and Federal agencies concurrently
7. Review the QA/IV&V assessment with the State, DDI Vendor and/or other stakeholders and prepare minutes from the meeting
8. Update the assessment to correct mistakes of fact, if needed, and provide a final version of the QA/IV&V assessment to the stakeholders previously identified

The Contractor's QA/IV&V Functional Lead, Technical Lead, and Subject Matter Experts will provide input to the Periodic QA/IV&V Reports.

TASK 2C – Final QA/IV&V Report(s)

Contractor shall deliver final QA/IV&V Reports for each of DVHA's MMIS Projects, included as a chapter in

the monthly Consolidated Periodic QA/IV&V Report delivered for the reporting period in which the project is deemed to be complete. Project completion is defined for the PBM and Care Management systems as three months after the systems go-live, and six months after the MMIS Core and Contact Center goes live (projected MMIS go live date is 06/22/2017). The final QA/IV&V Reports shall consist of Contractor's final written assessment that the systems demonstrate Project requirements and meet defined acceptance criteria. The Contractor will conduct the final assessments by gathering inputs and using the Risk Assessment Checklist. The Contractor shall also facilitate Lessons Learned sessions for each DVHA MMIS Project and compile the Lessons Learned information for inclusion in the Final QA/IV&V Reports.

TASK 2D – Meeting Minutes (for meetings facilitated by the IV&V Contractor)

The Contractor shall produce meeting minutes resulting from meetings used to review the QA/IV&V assessment with the State, DDI Vendor, and/or other stakeholders. The Contractor ensures that summaries are complete and accurate and that all decisions, action items, risks, and issues are appropriately noted.

TASK 2E - Perform Ongoing Risk and Issues Management

The Contractor shall identify, capture, and communicate to the State all risks and issues; perform risk analysis to determine importance and whether or not the risk/issue is within the Project's control; propose mitigation or corrective action plans; and review risk, issues, and corrective actions plans with the State. Contractor shall include its Risks and Issues Report in the Bi-weekly QA/IV&V Status Report, which shall be reviewed with DVHA during the Bi-Weekly Status Meetings. If a Risk/Issue is deemed urgent, Contractor shall immediately notify the State, so that corrective action can be initiated without regard for the schedule of Bi-Weekly Status Meetings.

Risk and Issues Management is comprised of the following sub-tasks, which will be the Consolidated Periodic IV&V/QA Report (tasks 2E.1 – 2E.2).

TASK 2E.1 – Risk and Issues Log (and/or Inputs to the Project Risk and Issues Log)

During Project Initiation, the Contractor will establish an online Risk Assessment Tracking Tool in TeamCSGSM that provides a platform for risks and issues identified for the DVHA MMIS Projects to be reviewed, triaged, assigned, and tracked. For the DVHA MMIS Projects, the Contractor will identify risks and issues and determine which risks and issues might affect the Project and are either within or outside of the Medicaid Project's control. The Contractor shall prioritize risks and issues based upon its assessment of the probability and consequence of each risk and issue so that the State may determine which risks the State should focus on based on risks or issues of greatest importance.

TASK 2E.2 – Recommended Risk/Issue Responses (e.g., for risks accept, transfer, mitigate, avoid) and Action Plans

The Contractor will prepare action plans to enhance opportunities or minimize threats to the State Authorized Representative. The Contractor shall communicate risks/issues to the State and monitor the execution of action plans and evaluate their effectiveness, track and review residual risks, and identify any new risks or issues through participation in project meetings, observance of project management activities and processes, and targeted interviews with key project staff as needed.

TASK 2F – Review and Evaluate DDI Vendor Deliverables

The Contractor shall conduct formal, independent, detailed assessments of the DEDs and/or contract

deliverables for each MMIS DDI Vendor to evaluate completeness, to identify any potential risks or issues, and to ensure that each DDI Vendor's deliverables align with the contractual expectations and meet the needs of DVHA. The Contractor shall review the PBM DEDs and deliverables first. The Contractor shall also review and evaluate the DEDs and/or deliverables for the MMIS Core and Contact Center, and for Care Management, as the documents for those Projects are completed by the DDI Vendors. For each DDI Vendor deliverable, if applicable, the Contractor will first review and make recommendations on the DED provided by the DDI Vendor. In addition, the Contractor will validate the documents, policies, and procedures utilized and created by the DDI Vendor. The Contractor will verify and validate the existence of the deliverables, documents and deficiencies, and propose a plan for how the State and the DDI Vendor can remediate identified deficiencies. The sub-tasks for Deliverable Reviews will be reported on in the monthly Consolidated Periodic IV&V/QA Reports (2F.1 – 2F.5).

TASK 2F.1 – Deliverable Review Procedures (Within Comprehensive QA/IV&V Plan)

For each DDI Vendor deliverable, the Contractor will conduct a review tailored to the subject matter presented. Since the content and purpose of each DDI Vendor deliverable varies, the type of review will also vary. The DDI Vendor deliverable review process is part of the Quality Management plan for this engagement and will be detailed in the Contractor's Comprehensive QA/IV&V Plan.

TASK 2F.2 – Review of Deliverable Expectation Documents (DEDs)

As applicable, the Contractor will review the DDI Vendors' DEDs to assess adherence to IEEE 1012 standards as applicable. The Contractor will make recommendations for deliverable acceptance criteria to ensure the DEDs and subsequent deliverables are thorough, comprehensive, and meet state and federal requirements.

TASK 2F.3 – Recommendation to Accept/Reject Deliverables with Supporting Comments

The Contractor will review and evaluate the PBM, Care Management, and MMIS and Contact Center DDI Vendors' Deliverables for correctness, accuracy, completeness, and readability within five (5) business days of submission. Additionally, the Contractor will use the appropriate industry standards and guidelines in the review of the deliverables. In some cases, the standard may have been specified via the contractual documents, while in other cases it may be a best practice for the specific subject matter. The Contractor will vary its reviews according to the guidance set forth in IEEE 1012 for each phase of the SDLC and to ensure that the deliverables meet the expectations set forth and agreed to in the DED. The Contractor will also lead the deliverable review walkthroughs with the State, as appropriate and document findings and recommendations to either accept or reject the deliverable. The State and the Contractor will have five (5) business days for concurrent review of the deliverables. The State will then meet with the Contractor for the deliverable walkthrough meeting. This meeting will take place within the 4th business day of the concurrent review. If the reviewed deliverable requires changes, the follow up review time will be four (4) business days.

TASK 2F.4 – Report on Status of Actions to Address Deliverable Deficiencies

Should deficiencies be identified during the Deliverable Reviews (TASK 4C), the Contractor will track these deficiencies through resolution. The status of actions to address deliverable deficiencies will be reported in the QA/IV&V Bi-weekly Status Reports (TASK 6A). The Contractor and the State will continuously evaluate /review the deliverables and any subsequent changes as well as impacts, until each deliverable has been approved. This is done as a normal course of project execution.

TASK 2F.5 – Meeting Minutes

The Contractor will facilitate meetings to review QA/IV&V recommendations on deliverable acceptance and will produce meeting minutes. The Contractor will ensure that summaries are complete and accurate and that all decisions, action items, risks, and issues are appropriately noted. Meeting Minutes will be distributed within two business days of the meeting.

TASK 2G – Report on Status

The Contractor shall have bi-weekly status meetings with the State to provide an update regarding: (i) the QA/IV&V activities and deliverables in accordance with the Work Plan; (ii) results from the ongoing risk and issue management task (Task 2E); and (iii) outstanding actions from the Review and Evaluate Vendor Deliverables task (Task 2F). The project status is included in Task 2 monthly Consolidated Periodic IV&V/QA Report (including subtasks 2G.1-2G.4)

In advance of each meeting, the Contractor will prepare a written report covering the following information in the format designated by the State:

1. Reporting time period
2. Summary of the current status (e.g., schedule, scope, budget, risks, issues)
3. Major activities and deliverables completed in the last reporting period
4. Major upcoming activities and deliverables for the next reporting period
5. Status of existing risks/issues and identification of new risks/issues
6. Other relevant topics (e.g., scope changes, decisions made)

In addition, the Contractor shall:

- i. Provide periodic executive status reports on QA/IV&V reviews and recommendations to stakeholders such as the Executive Committee and Medicaid project teams regarding project status and risk anticipation, prevention and mitigation.
- ii. Develop and deliver ad hoc reports regarding the QA/IV&V efforts to stakeholders such as the Executive Committee and Medicaid project teams upon request.
- iii. Prepare and distribute minutes from the meetings to discuss the status and other QA/IV&V reports to stakeholders such as the Executive Committee and Medicaid project teams.

TASK 2G.1 – Status Reports

The Contractor will produce and submit Bi-Weekly Status Reports that summarize the QA/IV&V Project plan activities, observations of Project activities, including issues and risks, and any changes in the availability of key IV&V personnel. In addition, the status reports will include a listing of all expected QA/IV&V contract deliverables, expected delivery date, and status. The Contractor will facilitate a status meeting to review the Bi-Weekly Status Reports with the State Authorized Representative and any other designated project staff.

TASK 2G.2 – Executive Status Reports and Ad-hoc Reports

The Contractor will develop a Monthly Executive Status Report, in conjunction with the monthly Periodic IV&V/QA Reports, that includes a dashboard summary of the DVHA MMIS Project, key risks, an overall summary of Project observations and recommendations from the IV&V team, as well as progress made since the previous review. The Contractor will deliver the Executive Status Reports along with the monthly Periodic IV&V/QA Reports, by the 5th business day of the month. Additionally, the Contractor will produce periodic Ad Hoc Reports to communicate status and address important Project topics throughout the life of the Project upon written request by the State Authorized Representative.

TASK 2G.3 – Operational Readiness Dashboard

The Contractor will develop and publish an Operational Readiness Dashboard 60 to 90-days prior to system implementation for the DVHA MMIS Projects that identifies technical and functional tasks used to measure readiness for implementation. The Contractor will collaborate with DVHA MMIS Project Managers to customize the Operational Readiness Checklist to meet project-specific needs. The Contractor will maintain the Dashboard to track completion of Operational Readiness activities and to support DVHA's implementation decision-making process.

TASK 2G.4 – Meeting Minutes

The Contractor will document Meeting Minutes resulting from bi-weekly status report meetings with DVHA and will ensure that minutes are complete and accurate and that all decisions, action items, risks, and issues are appropriately noted. Contractor shall distribute Meeting Minutes stakeholders such as the Executive Committee and Medicaid Project teams within two business days following the meetings.

TASK 3 – Support MMIS Certification

TASK 3A – Prepare and Facilitate Certification Training for State Staff

To support federal systems certification, the Contractor will provide Certification training for DVHA staff. In advance of scheduling the training, DVHA will seek guidance from CMS Regional Office 1 to determine if DVHA MMIS Projects will be subject to the Traditional Certification method or the MMIS Gate Review Certification that is currently being piloted with select states. This will be used to determine the training content.

TASK 3B – Evaluation of DDI Outcomes Against CMS Certification Expectations

Throughout the DVHA MMIS Projects' life cycle, the Contractor will assess the State's compliance with the CMS Certification including adherence to MITA 3.0, Vermont's MITA SS-A, and the Seven Conditions and Standards. The Contractor will provide support and oversight to the State and DDI Vendors effort to prepare for the Certification, conduct a mock Certification Review to evaluate certification compliance, and work with the State and DDI Vendor to develop the Vermont-specific Certification checklist requirements. This evaluation is completed 90 days prior to the scheduled CMS Certification Review, to allow time for remediating any identified deficiencies. The Contractor will provide information regarding the impact of Gate Review on the CMS process. The Contractor will inform the State of any impact on scope and cost that may occur.

TASK 3C – CMS Visit Support (before, during, and after)

The Contractor will review the necessary documentation and artifacts to ensure required documentation is submitted to CMS in advance of the scheduled certification review and will participate in the CMS Certification Review process and any meetings requested by DVHA. The Contractor will monitor and track the status of any identified gaps or updates to the review documentation required by CMS pre/during and post meetings with CMS. Contractor shall review the CMS Certification Report and, if needed, prepare a formal response on behalf of Vermont at the direction of the State Authorized Representative. The Contractor will provide information regarding the impact of Gate Review on the CMS Certification process.

TASK 3D – CMS Certification Report Review and Response

Upon receipt of the CMS Certification Review Report, the Contractor shall review the report and provide

recommendations to the State Authorized Representative for inclusion in the CMS Certification Review Response Letter.

TASK 4 – Subject Matter Expertise

To conduct Tasks 1 – 3, in addition to the key staff, the Contractor shall provide subject matter experts (SMEs), with prior experience in the implementation and/or operation of similar systems/functions. The Contractor shall provide a total of 9,080 SME hours for the current contract period, which will be used as agreed upon with the MMIS Program Deputy Lead.

SMEs will be used to provide expertise in executing the following activities to support Tasks 1 – 3:

- Verify DED for each deliverable, as applicable
- Evaluate vendor deliverables against the approved DEDs for completeness
- Provide recommendations for improvements and modifications based on industry experience
- Participate in requirements validation, joint application design, and system configuration sessions to identify risks and issues that may affect the project if not mitigated or resolved
- Verify processes and standards support the early identification and remediation of defects in project deliverables
- Ensure that DDI Vendors tools do not conflict with, or present compatibility issues for tools or standards, including EPMO standards, for future DVHA initiatives
- Evaluate completeness of testing based on required system functionality
- Participate in project status meetings, vendor status meetings, design sessions, testing triage, test results review and defect resolution meetings to provide project specific expertise.
- Participate in periodic review and provide recommendations based on industry and DVHA best practices
- Support system certification training and preparation activities

SME hours utilized in the reporting period will be included in the Consolidated Periodic IV&V/QA Report, with budget and actual usage project to-date by MMIS project; as well as projected usage for the next two reporting periods. The following summarizes the SME hours projected in the base contract:

Subject Matter Expert	Proposed Hours	Actual Hours as of 3/31/16	Net Hrs Remaining as of 3/31/16	Re-allocation of Hours	Net Hours Remaining
Pharmacy SME	560	1,865.5	(1305.5)	2,745.5	1,440.0
Care Management SME	1,360	1,499.5	(139.5)	1,579.5	1,440.0
Privacy and Security SME	0	169.5	-(169.5)	169.5	0.0
MMIS/Integrated Contact Center SMEs	7,160	0	7,160.0	(4,494.5)	2,665.5
Total	9,080	3,534.5	5,545.5	0	5,545.5

The Task Order process (as described below) may be executed to assign additional SME hours to the MMIS projects.

TASK 5 TASK ORDERS – Defect Prevention, Detection, and Fixes (Ad Hoc Section)

1. At the request of the State Authorized Representative, the Contractor will provide additional services to State staff that augment and clarify the scope of work described in Tasks 1-4 of this Contract by monitoring DDI Vendors’ activities for timely defect resolution with consideration for the DVHA’s

thresholds. This includes, but is not limited to, monitoring the documented testing of SLRs through various phases of the testing life cycle.

2. Task orders are intended to clarify and augment Tasks 1 through 4. Clarified and/or additional tasks under the Task Order section of this agreement shall be submitted, in the form of a request for a task order proposal to the Contractor by the State or to the State from the Contractor. Upon review of the proposal, the State and Contractor must complete the Task Order Form (Appendix I). The Contractor has the right to submit modifications or deny any Task Order submitted by the State. The State can submit modifications or deny proposed Task Order submitted by the Contractor. The final Task Order document shall receive approval by the State, and be signed by the Contractor, the State Authorized Representative, the Office of the Attorney General, and the DVHA Business Office. The Task Order must indicate: scope, source of funds, payment provisions, points of contact, ownership of data and any applicable data use agreement, and project specifics. No task order may increase the maximum amount payable under this contract, substantially deviate from the scope of this contract, or deviate from any term in any part or attachment to or of this contract. The task order process shall not be used in lieu of the amendment process where an amendment is appropriate. Each Task Order must clearly define payment either by rate per hour or deliverable received and approved. Each Task Order must be pre-approved before any work shall begin. The State will not pay for services that are not previously approved in a Task Order by both authorized representatives listed within this section. The State Authorized Representative and the DVHA Business Office have final authority over whether or not a Task Order is initiated under this agreement.
3. Total payments to Contractor for work requested by one or more Task Orders shall not exceed \$175,000 for the term of this Agreement. Task Orders may be exercised at the discretion of DVHA, across any or all MMIS DDI Projects.
4. A Task Order may assign a Project Manager, who will act as the Authorized State Representative, solely per that task and up to the maximum amount per that task. The Project Manager assigned to a specific Task Order is to sole person to assign work under to the Contractor under that particular Task Order.
5. Changes to a Task Order shall be accomplished by written modification as agreed to by both parties listed below and will be reflected in a new Task Order. The Contractor shall use the Task Order form in Appendix II in order to request a task order.
6. Task Orders must be approved by the parties listed below:

MMIS Program Deputy Lead
Department of Vermont Health Access
NOB 1 South, 280 State Drive
Waterbury, VT 05671

Contracts & Grants Administrator
Department of Vermont Health Access

NOB 1 South, 280 State Drive
Waterbury, VT 05671

Office of the Vermont Attorney General
109 State Street
Montpelier, VT 05609

7. At the conclusion of a Task Order, the final deliverables/products prepared in accordance with what was agreed upon in the executed Task Order document will be submitted to the State. Acceptance of the deliverables/products by the State shall represent the Contractor's fulfillment of the project assignment. The State will have sixty days to acknowledge the final deliverables/products or to reject them. Rejection of the final deliverable regarding research projects will not be based on the failure to achieve particular results.
8. Ad-Hoc phone calls and e-mail communications from various State staff will not be paid for under this Contract unless previously approved with a Task Order by the Authorized Representatives of the State.

Task 5A – Task Order #001: Human Services Enterprise (HSE) Platform Technical Readiness Assessment

For the period of October 19, 2015 through January 15, 2016, the Contractor will complete a technical assessment of the Agency of Human Services (AHS) Health and Human Services Enterprise (HSE) Platform. This assessment will verify for AHS that the infrastructure and capabilities envisioned are available and consumable for the Integrated Eligibility (IE) system and Medicaid Management Information Systems (MMIS) vendors. Contractor shall complete the following activities by December 18, 2015:

1. **Review the current status and plans.** Contractor shall conduct a comprehensive initial review of the HSE Platform including HSE environments, services, and systems. The review examines current roadmap documents as well as other relevant background documentation such as program strategic and tactical plans. The Contractor shall also conduct interviews of key stakeholders, as needed, to gain an understanding of the State's environments, challenges, opportunities, and strategies.
2. **Determine artifact completion and compliance.** The Contractor shall meet with the State Authorized Representative and project team prior to the project start to determine the relevant documents and artifacts for review according to the methodology and framework established standards. Each document is reviewed for relevance, appropriate level of detail, completeness, readability, and compliance with HSE standards.
3. **Determine Service Oriented Architecture (SOA) compliance.** The Contractor shall examine and evaluate the HSE SOA infrastructure platform, and its supporting governance and enterprise architecture practices. The Contractor shall assess that SOA standards and principles such as Modularity, Loose Coupling, Abstraction, Reusability, Transparency, Discoverability, and Interoperability are supported and the level to which they are supported.
4. **Determine Multi-Vendor Integration Environment (MVIE) readiness.** The Contractor shall assess the initial relationships between the HSE Programs, Projects and Platform, and then correlate the transition architectures, roadmap and staffing plans to determine the approach to decomposition of the areas of interest listed above. The Contractor shall step through the phases of a typical project

life cycle to see how the HSE Programs, Projects and Platform are impacted and document the consistency in the previously described items of interest.

5. **Identify Platform readiness strengths, gaps, and risks.** The Contractor shall use the findings from the prior activities; focus on determining the strengths and weaknesses (gaps and/or risks) of the HSE Platform as it pertains to the ability to onboard vendors, services, and capabilities.
6. **Develop actionable recommendations.** The Contractor shall make actionable recommendations to address the gaps and risks identified in the assessment.

Deliverables

7. **Weekly Status Report.** The Contractor shall deliver a Weekly Status Report. The report shall outline the status of the assessment and any known risks and issues. The report shall also include any gaps or risks identified for the HSE Platform to ensure that AHS is informed and there are no surprises with the final report. The reports are due weekly during the term of this Task Order by end of business day on Monday following the reporting period.
8. **HSE Platform Technical Readiness Assessment Report Deliverable Expectation Document (DED).** The DED is an outline of the deliverable as well as a description of each section's contents. The Contractor shall review the DED with the State Authorized Representative within three days of the project start to gain their acceptance of the deliverable content and to verify the report meets AHS' expectations.
9. **HSE Platform Technical Readiness Assessment Report.** Contractor shall deliver a written report that summarizes the results of the assessment and provides detailed strengths, gaps, risk and actionable recommendations for AHS consideration. The Contractor shall conduct a deliverable walkthrough meeting with the State Authorized Representative and other defined stakeholders to review the report at the completion of the project. This deliverable includes the following components:
 - a. A high-level depiction of the current operational environments that fall within the HSE and the HSE Program roadmap phases is produced and included in the HSE Platform Technical Readiness Assessment Report. This includes details of the technologies comprising HSE's shared components and services, how they are currently deployed in the enterprise, system constraints, and HSE's plans and directions for future implementation.
 - b. A detailed list of reviewed artifacts, the degree of completeness, and how well each artifact matches the stated criteria and those artifacts that Contractor believes are missing or were not available for the review (if any).
 - c. The findings relative to the maturity level of the environment. This information is used as a primary input in determining platform readiness strengths, gaps and risks.
 - d. The strengths and weaknesses (gaps and/or risks) of the HSE Platform as they pertain to the ability to onboard vendors, services, and capabilities.
 - e. Actionable recommendations to ensure that the HSE Platform is ready for on-boarding of system vendors for Integrated Eligibility / Benefits Management and Medicaid Core

AHS will complete an initial review of the HSE Platform Technical Readiness Assessment Report and provide feedback within ten (10) business days of deliverable submission. The Contractor will address any comments within five (5) business days and will resubmit the report for AHS approval.

Cost is based on an estimate of the hours required to complete the activities identified in this SOW including the approval of the final deliverable, the HSE Platform Technical Assessment Readiness Report. Payments for work performed under this task order will be governed by the payment terms in Attachment B. The Contractor shall submit detailed invoices for the hours expended on a monthly basis, including a description of all work performed under this Task Order during the invoice period, the individuals who performed the work and applicable hourly rates as set forth below. Invoice amounts shall reflect a 10% holdback amount (retainage). Upon final acceptance of the HSE Platform Technical Readiness Assessment, Contractor shall submit a single invoice for all retainage withheld under this Task Order. The total amount invoiced under this Task Order shall not exceed \$73,440. All invoices submitted under this Task Order shall include the following reference number "Contract # 28461 – Task Order 01" and shall clearly identify the time period for which the invoice is submitted.

Resource	Position	Hourly Rate	Estimated Hours	Estimated Cost
Monty Fleenor	Technical Expert	\$190	256	\$48,640
Tim Saar	Technical Lead	\$200	76	\$15,200
Dale Posont	Technical Lead	\$200	48	\$9,600
Total			380	\$73,440

4. By deleting Section F (Request for Approval to Subcontract) beginning on page 15 of 52 and substituting in lieu thereof the following:

F.1 Request for Approval to Subcontract

Per Attachment C, Section 15, under no circumstance shall the Contractor enter into a sub-agreement for any work required under this Contract without prior authorization from the State. Before the Contractor can subcontract any work under this agreement, the Contractor must submit a Request for Approval to Contract form, attached hereto as Appendix I (Required Forms), to:

Joseph Liscinsky
MMIS Program Deputy Lead
Department of Vermont Health Access
Joseph.Liscinsky@vermont.gov

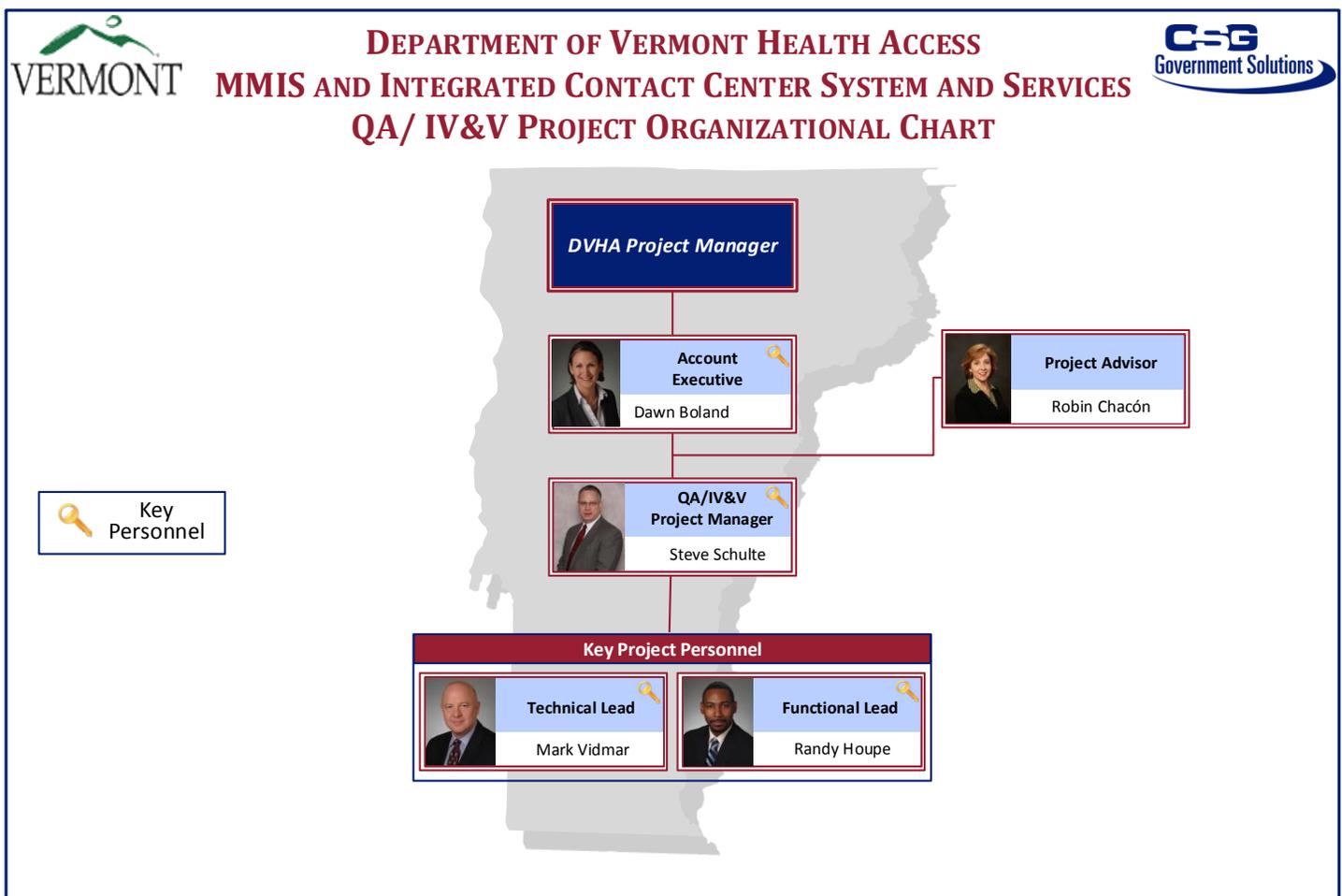
Meaghan Kelley
Contracts & Grants Unit, Business Office
Department of Vermont Health Access
Meaghan.Kelley@vermont.gov
AHS.DVHAGrantsContracts@vermont.gov

Upon receipt of the Request for Approval to Contract form, the State shall review and respond to the request within five (5) business days.

Contractor shall be responsible for directing and supervising each of its subcontractors and any other person performing any of the Work under an agreement with Contractor. Contractor shall be responsible and liable to the State for all acts or omissions of subcontractors and any other person performing any of the Work under an agreement with Contractor or any subcontractor.

Should the status of any third party or Subcontractor change, the Contractor is responsible for updating the State within fourteen (14) days of said change.

- By deleting the Department of Vermont Health Access MMIS and Integrated Contact Center System and Services IV&V Project Organizational Chart (Key Personnel) beginning on page 26 of 52 of the Base agreement and substituting in lieu thereof the following Key Personnel information:



- The Contractor shall request approval from the State before new personnel can begin work pertaining to this agreement. The State has the right to reject any of the Contractor's personnel if he or she does not suit the needs of this agreement. The State's right to reject Contractor personnel hereunder relates solely to the removal of individuals from work on this Contract with the State and does not create any employment or principal-agent relationship. Nothing in this Contract authorizes the State to direct the Contractor's termination of, or other adverse action related to, the employment of any individual. Requests may be submitted to the DVHA Business Office. The approved personnel are reflected in the Chart below:

Resource	Position
Steve Schulte	QA/IV&V Project Manager
Alicia Crowder	Care Management (Clinical) Expert
Michael Chowning	Medicaid Business Process Expert
Jennifer Palow	Multiple Vendor Oversight Expert
Digby Morrow	Privacy & Security Subject Matter Expert
Frank O'Connor	Financial Subject Matter Expert
Jennifer Palow	Pharmacy Subject Matter Expert
Randy Houpe	Functional Lead
Mark Vidmar	Technical Lead
Lisa Pouliot	Functional Expert
Korol Taylor	Technical Expert

6. By deleting the **Project Timeline** on page 25 of 52 of the Base Agreement.

7. By deleting **Attachment B (Payment Provisions)** beginning on page 27 of 52 of the Base Agreement and substituting in lieu thereof the following **Attachment B**:

**ATTACHMENT B
PAYMENT PROVISIONS**

The maximum dollar amount payable under this agreement is not intended as any form of a guaranteed amount. The Contractor will be paid for services specified in Attachment A, for services actually performed, up to the maximum allowable amount specified in this agreement. State of Vermont payment terms are Net 30-days from date of invoice, payments against this contract will comply with the State's payment terms. The payment schedule for delivered products, or rates for services performed, and any additional reimbursements, are included in this attachment. The following provisions specifying payments are:

1. Payments for the period of April 1, 2015 to expiring date August 31, 2018, shall not exceed \$5,054,400.00. The State shall pay the Contractor on a fixed-price per approved deliverable basis, up to a maximum of \$3,881,210. Payment shall be remit upon State approval of those deliverables defined in the Payment Schedule below. A deliverable may be permanently rejected if the Contractor is unable to fix the deficiencies indicated by the State as needing to be resolved. Additionally, the Contractor shall bill for actual SME hours worked on a monthly basis at a rate of \$180 per hour, up to a maximum amount of \$998,190 to be approved in the Consolidated Periodic QA/IV&V Report. Finally, the Contractor shall bill for Task Order activities, per the conditions of Task 5, up to a maximum of \$175,000. As of March 31, 2016, the State has paid for \$1,613,100 in fixed-priced deliverables and \$73,440 in Task Order activities.
2. A certificate of insurance must be submitted prior to commencement of work and release of payments.
3. Contractor invoices shall be submitted no more frequently than monthly, but no later than quarterly.

Invoices shall be printed on the Contractor’s official letterhead, reference this contract number, include the date of invoice, remit address, the title and name of personnel performing work, the actual number of hours worked during the specified billing period, a detailed description of the work completed, organized by Task and priced per the Payment Schedule below, the total amount billed, and be signed off by an Authorized Representative of the Contractor. The State shall pay the Contractor on a fixed price basis, with payments tied to contractually-defined deliverables as described in the Payment Schedule. Additionally, the Contractor shall bill for actual SME hours used on a monthly basis. As part of the invoice, the Contractor will track SME hours used for the billing period, and hours used contract to-date, with remaining balance of SME hours. Task Order services performed will be billed as defined in the Task Order. The State has the right to deny payment of any invoice that does not align with the stipulations listed above within this Section. The State can request that the Contractor amend any invoices that are not consistent with the provisions stated above. In the event that the Contractor must amend an invoice at the request of the State, the Contractor shall adjust the date of the invoice to accurately reflect the resubmittal date. Invoices should be submitted to:

Meaghan Kelley, Contract Administrator: Meaghan.Kelley@vermont.gov

4. No benefits, expenses, or insurance will be reimbursed by the State.
5. The Contractor shall bill for actual SME hours worked or deliverables accepted and approved by the State Authorized Representative.

6. Payment Schedule:

TASKS 1 -3 - Deliverable-Based Payments

The Contractor will perform TASKS 1 through 3 as specified in Attachment A of this Contract, on a fixed price basis, with payments tied to the Consolidated Periodic IV&V/QA Reports and Certification Status Reports, and the State’s finding of satisfactory performance. Enclosed herein is the deliverable-based payment schedule:

April 1, 2015 – March 31, 2016

Deliverable	Total Costs
QA/IV&V Plan and Updates: Tasks 1B	\$ 101,400
Work Plan and Updates: Tasks ID & IE	\$ 100,000
Risk & Issue Log with Recommended Risk/Issue Responses: Task 3A & 3B	\$ 240,000
Bi-Weekly Status Reports and Meeting Minutes: Task 6A & 6D	\$ 360,000
Executive Status Reports and Ad Hoc Reports: Task 6B	\$ 48,000
MMIS, Medicaid Operation Services and Contact Center- QA/IV&V Reports and Meeting Minutes, Review of Deliverable Expectation Documents, & Deliverable Reviews and Reports: Task 2A & 4	\$ 394,130
Care Management Solution - QA/IV&V Reports and Meeting Minutes, Review of Deliverable Expectation Documents, & Deliverable Reviews and Reports: Task 2A & 4	\$ 193,200
Pharmacy Benefit Management Solution - QA/IV&V Reports and Meeting Minutes, Review of Deliverable Expectation Documents, & Deliverable Reviews and Reports: Task 2A & 4	\$ 184,500
Defect Prevention, Detection, and Fixes (Ad Hoc Section)	\$ 73,440
Credit Adjustment on Invoice # 2015-347	\$ (8,130)
Total Costs as of March 31, 2016	\$ 1,686,540

April 1, 2016 – August 31, 2018

Deliverable	Anticipated Due Date	Fixed Price
Comprehensive QA/IV&V Plan and Bi-Weekly Status Report #10	4/30/2016	\$ 177,510
Comprehensive QA/IV&V Plan and Bi-Weekly Status Report #11	5/31/2016	\$ 88,800
Comprehensive QA/IV&V Plan and Bi-Weekly Status Report #12	6/30/2016	\$ 88,800
Comprehensive QA/IV&V Plan and Bi-Weekly Status Report #13	7/31/2016	\$ 88,800
Comprehensive QA/IV&V Plan and Bi-Weekly Status Report #14	8/31/2016	\$ 88,800
Comprehensive QA/IV&V Plan and Bi-Weekly Status Report #15	9/30/2016	\$ 88,800
Comprehensive QA/IV&V Plan and Bi-Weekly Status Report #16	10/31/2016	\$ 88,800
Comprehensive QA/IV&V Plan and Bi-Weekly Status Report #17	11/30/2016	\$ 88,800
Comprehensive QA/IV&V Plan and Bi-Weekly Status Report #18	12/31/2016	\$ 88,800
Comprehensive QA/IV&V Plan and Bi-Weekly Status Report #19	1/31/2017	\$ 88,800
Comprehensive QA/IV&V Plan and Bi-Weekly Status Report #20	2/28/2017	\$ 88,800
Comprehensive QA/IV&V Plan and Bi-Weekly Status Report #21	3/31/2017	\$ 88,800
Comprehensive QA/IV&V Plan and Bi-Weekly Status Report #22	4/30/2017	\$ 88,800
Comprehensive QA/IV&V Plan and Bi-Weekly Status Report #23	5/31/2017	\$ 88,800
Comprehensive QA/IV&V Plan and Bi-Weekly Status Report #24	6/30/2017	\$ 88,800
Comprehensive QA/IV&V Plan and Bi-Weekly Status Report #25	7/31/2017	\$ 88,800
Comprehensive QA/IV&V Plan and Bi-Weekly Status Report #26	8/31/2017	\$ 88,800
Comprehensive QA/IV&V Plan and Bi-Weekly Status Report #27	9/30/2017	\$ 88,800
Comprehensive QA/IV&V Plan and Bi-Weekly Status Report #28	10/31/2017	\$ 88,800
Comprehensive QA/IV&V Plan and Bi-Weekly Status Report #29	11/30/2017	\$ 88,800
Final QA/IV&V Report	12/31/2017	\$ 88,800
Certification/Bi-Weekly Status Report #65 and 66	1/31/2018	\$ 60,640
Certification/Bi-Weekly Status Report #67 and 68	2/28/2018	\$ 45,440
Certification/Bi-Weekly Status Report #69 and 70	3/31/2018	\$ 45,440
Certification/Bi-Weekly Status Report #71 and 72	4/30/2018	\$ 45,440
Certification/Bi-Weekly Status Report #73 and 74	5/31/2018	\$ 30,880
Certification/Bi-Weekly Status Report #75 and 76	6/30/2018	\$ 30,880
Certification/Bi-Weekly Status Report #77 and 78	7/31/2018	\$ 30,880
CMS Certification Report Review and Response	8/18/2018	\$ 25,000
Defect Prevention, Detection, and Fixes (Ad Hoc Section)		\$ 101,560
Total Fixed Costs April 1, 2016 - August 31, 2018		\$2,369,670

TASK ORDER: Defect Prevention, Detection, and Fixes (Ad Hoc Section)

Services performed under TASK ORDER, Defect Prevention, Detection, and Fixes (Ad Hoc Section) - Task Orders shall not exceed a maximum amount of \$175,000 and shall not exceed the maximum amount as specified within each individual Task Order.

Services performed pursuant to a task order clarify and expand upon tasks already enumerated as according to Tasks numbered 1 through 4. Task orders shall not be used to change the maximum amount under this agreement, nor to vary from the maximum amount appropriated for each task. Both parties recognize that the task order process does not obviate the need for State of federal regulatory review of amendments to the scope, budget, or maximum amount of this agreement.

7. Upon the State’s request the Contractor shall reduce to writing offers to perform additional tasks in accordance with the scope of work as found necessary in achievement of the goals set out under the Task 5, as specified in Attachment A. Each task order will be reduced to writing and submitted to the State for acceptance and approval prior to commencement of any additional tasks. State approval

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 this Agreement extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this Agreement, the State may cancel at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, and in the event federal funds become unavailable or reduced, the State may suspend or cancel this Grant immediately, and the State shall have no obligation to pay Subrecipient 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.

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 coverages are 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 coverages 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 contract, 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 **\$1,000,000** per occurrence, and **\$3,000,000** 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, the Subrecipient will complete the Subrecipient Annual Report annually within 45 days after its fiscal year end, informing the State of Vermont whether or not a Single Audit is required for the prior fiscal year. If a Single Audit is required, the Subrecipient will submit a copy of the audit report to the granting Party within 9 months. If a single audit is not required, only the Subrecipient Annual Report is required.
For fiscal years ending before December 25, 2015, a Single Audit is required if the subrecipient expends \$500,000 or more in federal assistance during its fiscal year and must be conducted in accordance with OMB Circular A-133. For fiscal years ending on or after December 25, 2015, a Single Audit is required if the subrecipient expends \$750,000 or more in federal assistance during its fiscal year and must be conducted in accordance with 2 CFR Chapter I, Chapter II, Part 200, Subpart F. The Subrecipient Annual Report is required to be submitted within 45 days, whether or not a Single Audit is required.
- 10. Records Available for Audit:** The Party shall maintain all records pertaining to performance under this agreement. "Records" means any written or recorded information, regardless of physical form or characteristics, which is produced or acquired by the Party in the performance of this agreement. Records produced or acquired in a machine readable electronic format shall be maintained in that format. The records described shall be made available at reasonable times during the period of the Agreement and for three years thereafter or for any period required by law 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.
- 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 this Agreement or any portion thereof to any other Party without the prior written approval of the State. Party also agrees to include in all subcontract or subgrant agreements a tax certification in accordance with paragraph 13 above.

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.

Party further certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, Party is not presently debarred, suspended, nor named on the State's debarment list at:

<http://bgs.vermont.gov/purchasing/debarment>

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.

20. Internal Controls: In the case that this Agreement is an award that is funded in whole or in part by Federal funds, in accordance with 2 CFR Part II, §200.303, the Party must establish and maintain effective internal control over the Federal award to provide reasonable assurance that the Party is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the award. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States and the "Internal Control Integrated Framework", issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

21. Mandatory Disclosures: In the case that this Agreement is an award funded in whole or in part by Federal funds, in accordance with 2CFR Part II, §200.113, Party must disclose, in a timely manner, in writing to the State, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures may result in the imposition of sanctions

which may include disallowance of costs incurred, withholding of payments, termination of the Agreement, suspension/debarment, etc.

22. Conflict of Interest: Party must disclose in writing any potential conflict of interest in accordance with Uniform Guidance §200.112, Bulletin 5 Section X and Bulletin 3.5 Section IV.B.
(End of Standard Provisions, State of Vermont – Attachment C - 9-1-2015_rev)

ATTACHMENT E BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“Agreement”) is entered into by and between **the State of Vermont Agency of Human Services operating by and through its Department of Vermont Health Access** (“Covered Entity”) and **CSG Government Solutions, Inc.** (“Business Associate”) as of **April 1, 2015** (“Effective Date”). This Agreement supplements and is made a part of the Contract to which it is an attachment.

Covered Entity and Business Associate enter into this Agreement to comply with standards promulgated under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), including the Standards for the Privacy of Individually Identifiable Health Information, at 45 CFR Parts 160 and 164 (“Privacy Rule”), and the Security Standards, at 45 CFR Parts 160 and 164 (“Security Rule”), as amended by Subtitle D of the Health Information Technology for Economic and Clinical Health Act (HITECH), and any associated federal rules and regulations.

The parties agree as follows:

1. Definitions. All capitalized terms used but not otherwise defined in this Agreement have the meanings set forth in 45 CFR Parts 160 and 164 as amended by HITECH and associated federal rules and regulations.

“Agent” means those person(s) who are agents(s) of the Business Associate, in accordance with the Federal common law of agency, as referenced in 45 CFR § 160.402(c).

“Breach” means the acquisition, access, use or disclosure of protected health information (PHI) which compromises the security or privacy of the PHI, except as excluded in the definition of Breach in 45 CFR § 164.402.

“Business Associate shall have the meaning given in 45 CFR § 160.103.

“Individual” includes a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).

“Protected Health Information” or PHI shall have the meaning given in 45 CFR § 160.103, limited to the information created or received by Business Associate from or on behalf of Agency.

“Security Incident” means any known successful or unsuccessful attempt by an authorized or unauthorized individual to inappropriately use, disclose, modify, access, or destroy any information or interference with system operations in an information system.

“Services” includes all work performed by the Business Associate for or on behalf of Covered Entity that requires the use and/or disclosure of protected health information to perform a business associate function described in 45 CFR § 160.103 under the definition of Business Associate.

“Subcontractor” means a person or organization to whom a Business Associate delegates a function, activity or service, other than in the capacity of a member of the workforce of the Business Associate. For purposes of this

Agreement, the term Subcontractor includes Subgrantees.

2. Identification and Disclosure of Privacy and Security Offices. Business Associate and Subcontractors shall provide, within ten (10) days of the execution of this agreement, written notice to the Covered Entity's contract/grant manager the names and contact information of both the HIPAA Privacy Officer and HIPAA Security Officer. This information must be updated any time either of these contacts changes.

3. Permitted and Required Uses/Disclosures of PHI.

3.1 Except as limited in this Agreement, Business Associate may use or disclose PHI to perform Services, as specified in the underlying grant or contract with Covered Entity. The uses and disclosures of Business Associate are limited to the minimum necessary, to complete the tasks or to provide the services associated with the terms of the underlying agreement. Business Associate shall not use or disclose PHI in any manner that would constitute a violation of the Privacy Rule if used or disclosed by Covered Entity in that manner. Business Associate may not use or disclose PHI other than as permitted or required by this Agreement or as Required by Law.

3.2 Business Associate may make PHI available to its employees who need access to perform Services provided that Business Associate makes such employees aware of the use and disclosure restrictions in this Agreement and binds them to comply with such restrictions. Business Associate may only disclose PHI for the purposes authorized by this Agreement: (a) to its agents and Subcontractors in accordance with Sections 9 and 17 or, (b) as otherwise permitted by Section 3.

3.3 Business Associate shall be directly liable under HIPAA for impermissible uses and disclosures of the PHI it handles on behalf of Covered Entity, and for impermissible uses and disclosures, by Business Associate's Subcontractor(s), of the PHI that Business Associate handles on behalf of Covered Entity and that it passes on to Subcontractors.

4. Business Activities. Business Associate may use PHI received in its capacity as a Business Associate to Covered Entity if necessary for Business Associate's proper management and administration or to carry out its legal responsibilities. Business Associate may disclose PHI received in its capacity as Business Associate to Covered Entity for Business Associate's proper management and administration or to carry out its legal responsibilities if a disclosure is Required by Law or if Business Associate obtains reasonable written assurances via a written agreement from the person to whom the information is to be disclosed that the PHI shall remain confidential and be used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the Agreement requires the person or entity to notify Business Associate, within two (2) business days (who in turn will notify Covered Entity within two (2) business days after receiving notice of a Breach as specified in Section 6.1), in writing of any Breach of Unsecured PHI of which it is aware. Uses and disclosures of PHI for the purposes identified in Section 3 must be of the minimum amount of PHI necessary to accomplish such purposes.

5. Safeguards. Business Associate, its Agent(s) and Subcontractor(s) shall implement and use appropriate safeguards to prevent the use or disclosure of PHI other than as provided for by this Agreement. With respect to any PHI that is maintained in or transmitted by electronic media, Business Associate or its Subcontractor(s) shall comply with 45 CFR sections 164.308 (administrative safeguards), 164.310 (physical safeguards), 164.312 (technical safeguards) and 164.316 (policies and procedures and documentation requirements). Business Associate or its Agent(s) and Subcontractor(s) shall identify in writing upon request from Covered Entity all of the safeguards that it uses to prevent impermissible uses or disclosures of PHI.

6. Documenting and Reporting Breaches.

6.1 Business Associate shall report to Covered Entity any Breach of Unsecured PHI, including Breaches reported to it by a Subcontractor, as soon as it (or any of its employees or agents) becomes aware of any such Breach, and in no case later than two (2) business days after it (or any of its employees or agents) becomes aware of the Breach, except when a law enforcement official determines that a notification would impede a criminal investigation or cause damage to national security.

6.2 Business Associate shall provide Covered Entity with the names of the individuals whose Unsecured PHI has been, or is reasonably believed to have been, the subject of the Breach and any other available information that is required to be given to the affected individuals, as set forth in 45 CFR § 164.404(c), and, if requested by Covered Entity, information necessary for Covered Entity to investigate the impermissible use or disclosure. Business Associate shall continue to provide to Covered Entity information concerning the Breach as it becomes available to it. Business Associate shall require its Subcontractor(s) to agree to these same terms and conditions.

6.3 When Business Associate determines that an impermissible acquisition, use or disclosure of PHI by a member of its workforce is not a Breach, as that term is defined in 45 CFR § 164.402, and therefore does not necessitate notice to the impacted individual(s), it shall document its assessment of risk, conducted as set forth in 45 CFR § 402(2). When requested by Covered Entity, Business Associate shall make its risk assessments available to Covered Entity. It shall also provide Covered Entity with 1) the name of the person(s) making the assessment, 2) a brief summary of the facts, and 3) a brief statement of the reasons supporting the determination of low probability that the PHI had been compromised. When a breach is the responsibility of a member of its Subcontractor's workforce, Business Associate shall either 1) conduct its own risk assessment and draft a summary of the event and assessment or 2) require its Subcontractor to conduct the assessment and draft a summary of the event. In either case, Business Associate shall make these assessments and reports available to Covered Entity.

6.4 Business Associate shall require, by contract, a Subcontractor to report to Business Associate and Covered Entity any Breach of which the Subcontractor becomes aware, no later than two (2) business days after becomes aware of the Breach.

7. **Mitigation and Corrective Action.** Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to it of an impermissible use or disclosure of PHI, even if the impermissible use or disclosure does not constitute a Breach. Business Associate shall draft and carry out a plan of corrective action to address any incident of impermissible use or disclosure of PHI. If requested by Covered Entity, Business Associate shall make its mitigation and corrective action plans available to Covered Entity. Business Associate shall require a Subcontractor to agree to these same terms and conditions.

8. **Providing Notice of Breaches.**

8.1 If Covered Entity determines that an impermissible acquisition, access, use or disclosure of PHI for which one of Business Associate's employees or agents was responsible constitutes a Breach as defined in 45 CFR § 164.402, and if requested by Covered Entity, Business Associate shall provide notice to the individual(s) whose PHI has been the subject of the Breach. When requested to provide notice, Business Associate shall consult with Covered Entity about the timeliness, content and method of notice, and shall receive Covered Entity's approval concerning these elements. The cost of notice and related remedies shall be borne by Business Associate.

8.2 If Covered Entity or Business Associate determines that an impermissible acquisition, access, use or disclosure of PHI by a Subcontractor of Business Associate constitutes a Breach as defined in 45 CFR § 164.402, and if requested by Covered Entity or Business Associate, Subcontractor shall provide notice

to the individual(s) whose PHI has been the subject of the Breach. When Covered Entity requests that Business Associate or its Subcontractor provide notice, Business Associate shall either 1) consult with Covered Entity about the specifics of the notice as set forth in section 8.1, above, or 2) require, by contract, its Subcontractor to consult with Covered Entity about the specifics of the notice as set forth in section 8.1

8.3 The notice to affected individuals shall be provided as soon as reasonably possible and in no case later than 60 calendar days after Business Associate reported the Breach to Covered Entity.

8.4 The notice to affected individuals shall be written in plain language and shall include, to the extent possible, 1) a brief description of what happened, 2) a description of the types of Unsecured PHI that were involved in the Breach, 3) any steps individuals can take to protect themselves from potential harm resulting from the Breach, 4) a brief description of what the Business Associate is doing to investigate the Breach, to mitigate harm to individuals and to protect against further Breaches, and 5) contact procedures for individuals to ask questions or obtain additional information, as set forth in 45 CFR § 164.404(c).

8.5 Business Associate shall notify individuals of Breaches as specified in 45 CFR § 164.404(d) (methods of individual notice). In addition, when a Breach involves more than 500 residents of Vermont, Business Associate shall, if requested by Covered Entity, notify prominent media outlets serving Vermont, following the requirements set forth in 45 CFR § 164.406.

9. Agreements with Subcontractors. Business Associate shall enter into a Business Associate Agreement with any Subcontractor to whom it provides PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity in which the Subcontractor agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such PHI. Business Associate must enter into this Business Associate Agreement before any use by or disclosure of PHI to such agent. The written agreement must identify Covered Entity as a direct and intended third party beneficiary with the right to enforce any breach of the agreement concerning the use or disclosure of PHI. Business Associate shall provide a copy of the Business Associate Agreement it enters into with a subcontractor to Covered Entity upon request. Business associate may not make any disclosure of PHI to any Subcontractor without prior written consent of Covered Entity.

10. Access to PHI. Business Associate shall provide access to PHI in a Designated Record Set to Covered Entity or as directed by Covered Entity to an Individual to meet the requirements under 45 CFR § 164.524. Business Associate shall provide such access in the time and manner reasonably designated by Covered Entity. Within three (3) business days, Business Associate shall forward to Covered Entity for handling any request for access to PHI that Business Associate directly receives from an Individual.

11. Amendment of PHI. Business Associate shall make any amendments to PHI in a Designated Record Set that Covered Entity directs or agrees to pursuant to 45 CFR § 164.526, whether at the request of Covered Entity or an Individual. Business Associate shall make such amendments in the time and manner reasonably designated by Covered Entity. Within three (3) business days, Business Associate shall forward to Covered Entity for handling any request for amendment to PHI that Business Associate directly receives from an Individual.

12. Accounting of Disclosures. Business Associate shall document disclosures of PHI and all information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528. Business Associate shall provide such information to Covered Entity or as directed by Covered Entity to an Individual, to permit Covered Entity to respond to an accounting request. Business Associate shall provide such information in the time and manner

reasonably designated by Covered Entity. Within three (3) business days, Business Associate shall forward to Covered Entity for handling any accounting request that Business Associate directly receives from an Individual.

13. Books and Records. Subject to the attorney-client and other applicable legal privileges, Business Associate shall make its internal practices, books, and records (including policies and procedures and PHI) relating to the use and disclosure of PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity available to the Secretary in the time and manner designated by the Secretary. Business Associate shall make the same information available to Covered Entity, upon Covered Entity's request, in the time and manner reasonably designated by Covered Entity so that Covered Entity may determine whether Business Associate is in compliance with this Agreement.

14. Termination.

14.1 This Agreement commences on the Effective Date and shall remain in effect until terminated by Covered Entity or until all of the PHI provided by Covered Entity to Business Associate or created or received by Business Associate on behalf of Covered Entity is destroyed or returned to Covered Entity subject to Section 18.8.

14.2 If Business Associate breaches any material term of this Agreement, Covered Entity may either: (a) provide an opportunity for Business Associate to cure the breach and Covered Entity may terminate the contract or grant without liability or penalty if Business Associate does not cure the breach within the time specified by Covered Entity; or (b) immediately terminate the contract or grant without liability or penalty if Covered Entity believes that cure is not reasonably possible; or (c) if neither termination nor cure are feasible, Covered Entity shall report the breach to the Secretary. Covered Entity has the right to seek to cure any breach by Business Associate and this right, regardless of whether Covered Entity cures such breach, does not lessen any right or remedy available to Covered Entity at law, in equity, or under the contract or grant, nor does it lessen Business Associate's responsibility for such breach or its duty to cure such breach.

15. Return/Destruction of PHI.

15.1 Business Associate in connection with the expiration or termination of the contract or grant shall return or destroy, at the discretion of the Covered Entity, all PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity pursuant to this contract or grant that Business Associate still maintains in any form or medium (including electronic) within thirty (30) days after such expiration or termination. Business Associate shall not retain any copies of the PHI. Business Associate shall certify in writing for Covered Entity (1) when all PHI has been returned or destroyed and (2) that Business Associate does not continue to maintain any PHI. Business Associate is to provide this certification during this thirty (30) day period.

15.2 Business Associate shall provide to Covered Entity notification of any conditions that Business Associate believes make the return or destruction of PHI infeasible. If Covered Entity agrees that return or destruction is infeasible, Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible for so long as Business Associate maintains such PHI. This shall also apply to all Agents and Subcontractors of Business Associate.

16. Penalties and Training. Business Associate understands that: (a) there may be civil or criminal penalties for misuse or misappropriation of PHI and (b) violations of this Agreement may result in notification by Covered Entity to law enforcement officials and regulatory, accreditation, and licensure organizations. If

requested by Covered Entity, Business Associate shall participate in training regarding the use, confidentiality, and security of PHI.

17. Security Rule Obligations. The following provisions of this section apply to the extent that Business Associate creates, receives, maintains or transmits Electronic PHI on behalf of Covered Entity.

17.1 Business Associate shall implement and use administrative, physical, and technical safeguards in compliance with 45 CFR sections 164.308, 164.310, and 164.312 with respect to the Electronic PHI that it creates, receives, maintains or transmits on behalf of Covered Entity. Business Associate shall identify in writing upon request from Covered Entity all of the safeguards that it uses to protect such Electronic PHI.

17.2 Business Associate shall ensure that any Agent and Subcontractor to whom it provides Electronic PHI agrees in a written agreement to implement and use administrative, physical, and technical safeguards that reasonably and appropriately protect the Confidentiality, Integrity and Availability of the Electronic PHI. Business Associate must enter into this written agreement before any use or disclosure of Electronic PHI by such Agent or Subcontractor. The written agreement must identify Covered Entity as a direct and intended third party beneficiary with the right to enforce any breach of the agreement concerning the use or disclosure of Electronic PHI. Business Associate shall provide a copy of the written agreement to Covered Entity upon request. Business Associate may not make any disclosure of Electronic PHI to any Agent or Subcontractor without the prior written consent of Covered Entity.

17.3 Business Associate shall report in writing to Covered Entity any Security Incident pertaining to such Electronic PHI (whether involving Business Associate or an Agent or Subcontractor). Business Associate shall provide this written report as soon as it becomes aware of any such Security Incident, and in no case later than two (2) business days after it becomes aware of the incident. Business Associate shall provide Covered Entity with the information necessary for Covered Entity to investigate any such Security Incident.

17.4 Business Associate shall comply with any reasonable policies and procedures Covered Entity implements to obtain compliance under the Security Rule.

18. Miscellaneous.

18.1 In the event of any conflict or inconsistency between the terms of this Agreement and the terms of the contract/grant, the terms of this Agreement shall govern with respect to its subject matter. Otherwise, the terms of the contract/grant continue in effect.

18.2 Business Associate shall cooperate with Covered Entity to amend this Agreement from time to time as is necessary for Covered Entity to comply with the Privacy Rule, the Security Rule, or any other standards promulgated under HIPAA.

18.3 Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy Rule, Security Rule, or any other standards promulgated under HIPAA.

18.4 In addition to applicable Vermont law, the parties shall rely on applicable federal law (e.g., HIPAA, the Privacy Rule and Security Rule, and the HIPAA omnibus final rule) in construing the meaning and effect of this Agreement.

18.5 As between Business Associate and Covered Entity, Covered Entity owns all PHI provided by

Covered Entity to Business Associate or created or received by Business Associate on behalf of Covered Entity.

18.6 Business Associate shall abide by the terms and conditions of this Agreement with respect to all PHI it receives from Covered Entity or creates or receives on behalf of Covered Entity even if some of that information relates to specific services for which Business Associate may not be a "Business Associate" of Covered Entity under the Privacy Rule.

18.7 Business Associate is prohibited from directly or indirectly receiving any remuneration in exchange for an individual's PHI. Business Associate will refrain from marketing activities that would violate HIPAA, including specifically Section 13406 of the HITECH Act. Reports or data containing the PHI may not be sold without Agency's or the affected individual's written consent.

18.8 The provisions of this Agreement that by their terms encompass continuing rights or responsibilities shall survive the expiration or termination of this Agreement. For example: (a) the provisions of this Agreement shall continue to apply if Covered Entity determines that it would be infeasible for Business Associate to return or destroy PHI as provided in Section 14.2 and (b) the obligation of Business Associate to provide an accounting of disclosures as set forth in Section 11 survives the expiration or termination of this Agreement with respect to accounting requests, if any, made after such expiration or termination.

(Rev: 5/5/15)