

AMENDMENT

It is agreed by and between the State of Vermont, Department of Vermont Health Access (hereafter called the “State”) and Gartner Inc. (hereafter called the “Contractor”) that the contract on the subject of personal services generally on the subject of Readiness Assessment, Planning, Requirements, Procurement Support, Quality Assurance Oversight, and Change Management, effective May 16, 2012, is hereby amended effective May 9, 2014 as follows:

1. **By deleting Section 3 (Maximum Amount) on page 1 of 41 of the base agreement, as previously changed by Amendment 1, and substituting in lieu thereof the following Section 3:**
 3. **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 \$7,727,530.
2. **By deleting Section 4 (Contract Term) on page 1 of 41 of the base agreement, and substituting in lieu thereof the following Section 4:**
 4. **Contract Term.** The period of Contractor’s performance shall begin on May 16, 2012 and end on December 31, 2015.
3. **By deleting Attachment A (Specifications of Work to Be Performed) beginning on page 3 of 41 of the base agreement, and as previously amended, and substituting in lieu thereof the following Attachment A:**

ATTACHMENT A

SPECIFICATIONS OF WORK TO BE PERFORMED

The Contractor shall perform the following tasks under this agreement:

- Program Level Efforts:
 - Program Level Quality Assurance Consulting inclusive of Quarterly Health Checks and bi-weekly Quality Assurance Reports focusing on Risk, Issues and Opportunities with remediation or mitigation strategies and recommendations
 - Consulting on HSE Program governance and operation including organizational structures, roles and responsibilities and planning
 - HSE Release (Vermont Health Connect and Health Services Enterprise Platform) IV&V
- Project Level Efforts:
 - Procurement activities:
 - Specific involvement of support and facilitation for Medicaid Management Information System (MMIS) and the Integrated Eligibility (IE) Project
 - **MITA 3.0** Medicaid Information Technology Architecture State Self-Assessment (MITA Maturity Model Assessment). Including “As Is” and “To Be” maturity assessments and “Go Forward Roadmap” addressing key areas for improvement.

I. HSE Program Level Tasks

The Contractor shall counsel and guide the State on a Procurement Strategy and Road Map for umbrella approach to the Health Services Enterprise Service Oriented Platform including Vermont Health Connect and the Integrated Eligibility solutions.

Project Task 1: Project Initiation.

Task 1 Contractor Deliverables:

- Project Status, Issues and Risks Reporting Template and Schedule
- Final State Approved Master Project Work Plan

Project Task 2: Readiness Assessment

The Contractor shall conduct a Readiness Assessment around the ability to establish a program and supporting technology platform for all Health Services Enterprise projects.

Task 2 Contractor Deliverables:

- Develop Readiness Assessment As-Is Findings
- Map the future State and develop Recommendations
- Develop Final Organizational Readiness Report, Findings & Recommendations

Project Task 3: Functional Requirements

The Contractor shall establish a set of business driven requirement for the Integrated Eligibility solution.

The Contractor shall develop with the State, through stakeholder analysis and workgroup session a Final Functional Requirements Assessment for Person-Centered Eligibility Determination through the Gateway to the Vermont Health Connect application.

The Contractor shall provide functional requirements for phased approach for retirement of legacy system, ACCESS.

The Contractor shall gather functional requirements for Core capabilities for a person-centered approach to Vermont Health and Human Services capabilities. These include: client/provider lookup and query, client consent, referral management system, case and service collaboration shared analytics, alerts, and notifications. Shared analytics include: static and dynamic reporting, graphical reports, and user defined reports, exporting of data to other applications for analysis, and analysis tools: Health Services Enterprise Service Oriented Architecture (HSE-SOA Platform).

The Contractor shall develop functional requirements for person-centered Eligibility determination for the full continuum of Vermont Health and Human Services (VT HHS) as defined by the State. Requirements shall include linkage to legacy Medicaid Management Information System (MMIS) and envisioned new MMIS solution.

Task 3 Contractor Deliverables

- Functional Requirement Document
- Functional Requirements Enhancement Recommendations and Road Map

Project Task 4: Non Functional Requirements.

The Contractor shall review the State's current process for defining non-functional requirements and provide assessment of current state of requirements definition. The Requirements shall include the establishment of technical, usability and interfacing requirements for the Integrated Eligibility solution.

Task 4 Contractor Deliverables:

- Final Non-Functional Requirements Assessment report for Person-Centered Eligibility Determination through the Gateway to the Vermont Health Connect application, Integrated Eligibility and Health Services Orientation Architecture Platform including General System Design, and reviews of Master Data Management (MDM)/Enterprise Master Person Index (EMPI) Options, Enterprise Content Management ECM Options, Consent Registry Options, and Oracle Software Suite License requirements.
- Final Non-Functional Requirements Enhancement Road Map and Non-Functional Requirements Tracing Matrix.

Project Task 5: Alternative Analysis.

The Contractor shall focus on selecting best value approach for meeting the long term hosting and maintenance and operations (M&O) needs and total cost of ownership (TCO) for the HSE SOA Platform, HIX, and IE solution.

Task 5 Contractor Deliverables:

- Alternative Analysis Final Report which focuses on selecting best value approach for meeting the long term hosting and maintenance and operations (M&O) needs and total cost of ownership (TCO) for the HSE SOA Platform, Vermont Health Connect, and IE solution.

Project Task 6: HES Procurement Strategy and Roadmap

The Contractor shall provide a procurement Strategy for umbrella approach to Health Services Orientation Architecture Platform, Vermont Health Connect and Integrated Eligibility and Road Map to that approach.

Task 6 Contractor Deliverables:

- Final Procurement Strategy and Road Map for umbrella approach to Health Services Orientation Architecture Platform, Vermont Health Connect, and Integrated Eligibility

Project Task 7: Procurement Assistance for IE/HSE Platform Request for Proposal (RFP).

The Contractor shall provide procurement assistance on IE/HSE Platform RFP. Through facilitation and leading requirements development sessions and develop scope portion for RFP for procuring SI Vendor for Integrated Eligibility (IE) solutions by providing work plan and scope definition, full

scope and requirement assessing impacts and providing final reports, templates and evaluation tools.

Task 7 Contractor Deliverables:

- Technical RFP Narrative
- Final Evaluation Framework and Evaluation Tools
- Training of Proposal Evaluation Team
- Agenda and Interview Questions for Shortlist Vendors' Orals
- Final Procurement Report
- Report on and recommendations on Oracle Professional Services (OPS). Review to include review of State's statement of work (SOW), OPS final scope proposal, and support during contract negotiations.

Project Task 8: Program/Enterprise Level Quality Assurance Oversight

The Contractor shall provide program level Quality Assurance consulting inclusive of Quarterly Health Checks and bi-weekly Quality Assurance Reports focusing on risk, issues, and opportunities, including consulting on HSE Program including organizational structures, roles and responsibilities and planning. Health Checks will include Stakeholder interviews, analysis of past work, and reports outs to stakeholders on recommendations.

Task 8 Contractor Deliverables:

- Quality Assurance (QA) Charter and Rules of Engagement
- Final QA Criteria and Methodology
- Baseline Project Health Check
- Department of Information and Innovation (DII) Monthly Independent Assessment Reports
- QA Deliverable Review Assessment Reports
- Quarterly Project Health Check Reports (One Baseline and Three Quarterly Health Checks During QA 18 Month Work Stream)

Task 9: HSE Change Management Plan

The Contractor shall provide to the State a Change Management Plan that outlines the approach to transition [individuals](#), [teams](#), and the [organization](#) as a whole to the desired future HSE state. The plan shall include detail on communication leadership and participation guideline for projects.

Task 9 Contractor Deliverables:

- Change Management Plan including communication, leadership, and participation guidelines.

II. MMIS Project Level Tasks.

The Contractor shall provide guidance and content for Medicaid Management Information System procurements. Including procurement strategy definition, development of functional and non-functional requirements, RFP release support, contracting and evaluation support.

Project Task 1: Alternative Analysis Framework Analysis

The Contractor will provide an analysis of the alternative options available for procurement of the different MMIS areas to move to an evolved system in coordination with the Health Services Enterprise.

Task 1 Contractor Deliverables:

- Alternative Analysis Assessment Framework defining the areas to be analyzed and the priorities of the Business stakeholders
- Alternative Analysis report discussing the outcomes of the analysis including options considered, and processes to decide outcomes.

Project Task 2: Recommendation Report and Roadmap.

The Contractor shall provide a report and road map leading to an evolved system in coordination with the Health Services Enterprise approach.

Task 2 Contractor Deliverables:

- Procurement Strategy Recommendation report based on the Alternative analysis for Medicaid Management Information System (MMIS)

Project Task 3: Procurement Scope.

The Contractor shall recommend the Business and Technology areas that should be procured within each procurement that the State chooses to proceed with.

Task 3 Contractor Deliverables:

- Documentation of components, services and overall scope for each Procurement Domain (Pharmacy Benefits Management [PBM], Chronic Care, Core Operations)

Project Task 4: Sourcing Strategy.

The Contractor shall develop an agreed upon approach with the State to be conducted for each of the procurements.

Task 4 Contractor Deliverables:

- Action and Resource Plan for each procurement domain (PBM, Chronic Care, Core Operations)

Project Task 5: Procurement Strategy report

The Contractor shall finalize the procurement strategy using above deliverables and including recommendations on procurement vehicles to be used, action plans and timelines, organizations structure and resources, governance structures, interactions with other procurements and requirements to leverage the Health Services Enterprise Platform.

Task 5 Contractor Deliverables:

- Strategy document for each procurement domain (PBM, Chronic Care, Core Operations)

Project Task 6: Data Gathering for Functional Requirements

The Contractor shall establish a set of business driven requirement for the Medicaid Management Information System.

Task 6 Contractor Deliverables:

- Functional Requirements
- Requirements Tracing Matrix (Chronic Care) document which includes Business workflows and use cases to the requirements that support them.
- Requirement Tracing Matrix (Core Operations and PBM) document which includes Business workflows and use cases to the requirements that support them.

Project Task 7: Non Functional Requirements

The Contractor shall establish technical, usability and interfacing requirements for the Medicaid Management Information System.

Task 7 Contractor Deliverables:

- Technical, implementation and performance requirements.

Project Task 8: Define RFP Scope/Work Plan

Contractor shall develop and produce Scope of RFP and Work Plan.

Task 8 Contractor Deliverables:

- Technical RFP Narrative - Care Management, Core Operations and PBM

Project Task 9: Care Management RFP issuance

The Contractor will support and facilitate from RFP issuance to receipt of proposals.

Task 9 Contractor deliverables:

- Assistance to the State during and after the Vendor Conference and question and answer sessions. Provide guidance on questions asked, development of agenda, attendance. And final report on orals conference.
- Proposal evaluation Framework and Tools
- Training of the Proposal Review Team
- Proposal Review facilitation consisting of attendance at initial proposal evaluation and as needed after and Documentation of topics to be discussed at Orals.
- Agenda and Interview questions for Shortlist of Vendors Orals

Project Task 10: MMIS Core Operations and PBM RFP issuance

The Contractor shall provide as needed assistance and facilitate the State from RFP issuance to receipt of proposals for the MMIS Core Operations and PBM

Task 10 Contractor Deliverables:

- Assistance to the State during and after the Vendor Conference and question and answer sessions. Provide guidance on questions asked, development of agenda, attendance. And final report on orals conference.
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- Proposal evaluation Framework and Tools
- Training of the Proposal Review Team
- Proposal Review facilitation consisting of attendance at initial proposal evaluation and as needed after and Documentation of topics to be discussed at Orals.
- Agenda and Interview questions for Shortlist of Vendors Orals

Project Task 11: Vendor Selection Support and Facilitation

The Contractor shall attend vendor selection meetings and provide best practice guidance as needed and documentation of topics to be discussed.

Task 11 Contractor Deliverables:

- RFP Procurement Report which clearly documents and justifies the vendor selection

Project Task 12: Development of Specifications of Work for the HSE Platform

Contractor shall provide technical specification for the Medicaid Management Information system solution to leverage and re-use the Health Services Platform. This shall include identification of reusable technology.

Task 12 Contractor Deliverables:

- Contractor shall develop the scope content and work plan.
- Findings and recommendations for State negotiations with HSE Platform Vendor.
- Final Summary Report of scope of work for Current IE, HSE Platform Vendor including analysis of process used, outcomes decided and findings for further reuse of the Platform.

III. Medicaid Information Technology Architecture (MITA) Self-Assessment 3.0

The Contractor will:

- Conduct Medicaid Information Technology Architecture State Self-Assessment (MITA 3.0 SSA)
- Define the “As Is” maturity state for Vermont in the Medicaid Information Technology Architecture (MITA) business processes and the Business, Information, and Technical Architectures for the business process areas (“As Is”, “To Be”, “Go Forward Roadmap” as defined by MITA 3.0 at www.medicaid.gov);
- Define the “To Be” maturity state for Vermont in the MITA business processes and for the Business, Information, and Technical Architecture business process areas;
- Documenting the State’s Process Measures and Targets for the “To Be” state in the MITA business processes; and
- Create the Vermont MITA 3.0 SSA Baseline Maturity Model and “Go Forward” Roadmap.

IV.

Project Task 1: MITA Maturity Model Assessment

The Contractor shall facilitate Medicaid Information Technology Architecture State Self-Assessment. Includes development of a task work plan, facilitation and workshop materials for kick off sessions, validation session and work group sessions.

Task 1 Deliverables:

- MITA Maturity Model Assessment report including “As Is’ and “To Be” maturity assessments.
- MITA 3.0 final report including “Go Forward Roadmap’ addressing key areas for improvement.

IV. IE Project Tasks

The Contractor shall provide Support for the development of the Revised Integrated Eligibility (IE) RFP by doing several iterative reviews, documented comments, recommendations and suggested edits for the Revised IE RFP.

Project Task 1: Review of RFP

The Contractor shall review the States draft revised IE RFP. This includes several iterative reviews, documented comments, recommendations and suggested edits for the Revised IE RFP.

Task 1 Contractor Deliverables:

- Document comments and assess the revised IE RFP.

Project Task 2: Expanded Level of Effort and Schedule from Original IE/HSE Platform Procurement

The Contractor shall provide a Strategy & Road Map including, feedback reports on proposed vendors Scope of Work, documentation of and ongoing participation in Scope of Work review meetings, and feedback on price and milestone framework.

Task 2 Contractor Deliverables:

- Written feedback reports for original IE procurement strategy and road Map including:
 - Feedback reports on Vendor Scope of Work
 - Documentation of and ongoing participation in Scope of Work review meetings
 - Feedback on Price and Milestone framework

Project Task 3: Strategic Architecture Analysis for State Mainframe Remediation for Legacy Integrated Eligibility System (ACCESS)

The Contractor shall attend and facilitate technical and architectural reviews with project teams and with the State’s Department of Information and Innovation (DII), provide written feedback on technical architecture, and provide written feedback on the analysis of OneGate and other technical components.

Task 3 Contractor Deliverables:

- Strategic Architecture analysis and support for state mainframe remediation for legacy integrated eligibility system (ACCESS).

V. Program & Enterprise Level Quality Assurance Oversight (QA)

The Contractor shall provide overall Project quality review; periodically examine quality control review results, checklists, change requests and tracking; and summarize the results for executive review and oversight throughout the life of the Project. The Contractor will create and deliver Quality Assurance Status and Improvements Reports and Presentations summarizing the overall Project status, performance, risks and recommendations for process improvement to the State Project Manager, the Project's Operations Steering Committee and other relevant governance bodies as requested by the State.

Project Task 1: Provide Health and Human Service Enterprise QA / Independent Verification and Validation (IV&V)

The Contractor shall review the State's approach and methodology oversight in support of the HSE PMO for 24 months focusing on the integration and coordination of the HSE PMO's QA/IV&V activities across the HSE PMO's projects including VHC, IE, and Medicaid Operations Procurements

- Assist the State in defining and establishing a set of QA/IV&V standards and approach for the projects under the Health and Human Services Enterprise PMO.
- The Contractor shall support the State in defining and establishing a set of QA/IV&V standards driven by the PMO. Factors that the Contractor shall consider are the governance and vendor management approach, the needs of the PMO projects (IE, Vermont Health Connect, Medicaid Operations). The standards will be designed for inclusion as requirements in the IE and Medicaid QA/IV&V Procurements.
- The Contractor shall provide the State with an overview and trainings for all PMO project stakeholders specific to the projects working with the PMO Projects' QA/IV&V service providers
- Assessment and Review of newly revised PMO Project Management approach and QA/IV& activities including detailed recommendations and action plan for optimization and effectiveness
- PMO program level risk and issue management reports with recommendations
- The Contractor shall provide monthly integrated cross-project reviews, status updates on projects, and risk reports with detailed recommendations for Risk Mitigation and Issue Management

Task 1 Contractor Deliverables:

- Bi weekly and Monthly Quality Assurance Reports
- Quarterly Health Check Reports

Note: This task now is inclusive from I. HSE Program Level Tasks Project Task 8 deliverables.

VI. HSE Release, IV & V and Project level IV & V

The Contractor shall interview and observe HSE Project Management staff, HSE Program staff, the HSE Contractor staff (including any sub-contractors), observe project meetings and activities to understand the processes, procedures, and tools used in the HSE Program and review and analyze for adherence to accepted, contractually-defined industry standards, all applicable and available documentation. As a result of these interactions and reviews of the applicable HSE Project documentation, the Contractor shall produce a structured, exception-based quarterly assessment report that objectively illustrates the strengths and weaknesses of the Project. The Contractor shall also provide recommendations for correcting the weaknesses that the assessment reports identify.

Project Task 1: The Contractor shall provide IV & V for HSE Release 1 (Vermont Health Connect R2)

This work includes testing validation support, attestation to the Centers for Medicare & Medicaid Services (CMS) for testing process and outcomes, deliverable review, and recommendations reports for specific deliverables for specific DDI vendor deliverables

Task 1 Contractor Deliverables:

- Final Report including Attestation and Deliverable reviews and recommendations reports for specific DDI vendor deliverables.

Project Task 2: HSE Release 1 (Vermont Health Connect R1)

The Contractor shall provide testing validation support and attestation for IE/HSE Platform and Release 1 development efforts as required by CMS for the federally funded system, including attendance at internal test planning and testing event and written testing attestations (documentation) provided to CMS.

Task 2 Contractor Deliverables:

- Final Report including Attestation and Deliverable reviews and recommendations reports for specific DDI vendor deliverables

Project Task 3: HSE Release 1 (Vermont Health Connect R1) Preparation

The Contractor shall assist with preparation and provide support of up to two (2) on-site meetings in the national capital area with federal funding partner for Vermont Health Connect Release 1 by providing written sections of presentation materials will be provided for the Centers for Medicare & Medicaid Services (CMS), Detailed Design Review (DDR), Final Detailed Design Review (FDDR), and Operational Readiness Review (ORR) meetings, and participation and oversight in planning for these events, and in debriefing meetings.

Task 3 Contractor Deliverables:

- Advisory and recommendations for on-site meetings as evidenced by written presentation materials and meeting facilitation.

Project Task 4: HSE Release 1 (Vermont Health Connect R2) Preparation

The Contractor shall assist with preparation and provide support of up to five (5) on-site meetings in the national capital area with federal funding partner for Vermont Health Connect Release 2, IE, and MMIS by providing written sections of presentation materials will be provided for the Centers for Medicare & Medicaid Services (CMS), Detailed Design Review (DDR), Final Detailed Design Review (FDDR), and Operational Readiness Review (ORR) meetings, and participation and oversight in planning for these events, and in debriefing meetings.

Task 4 Contractor Deliverables:

- Advisory support and recommendations for on-site meetings as evidenced by written presentation material and meeting facilitation.

Project Task 5: The Contractor shall assess Vermont Health Connect SI vendor and the States readiness to progress and complete HSE Release 1(Vermont Health Connect R2) work

Task 5 Deliverables:

- Final CGI Vermont Health Connect R2 Readiness Report including assessment of Vermont Health Connect SI vendor and States ability to complete HSE Release 1 (VHC R2) work.

Project Task 6: Security Assessment for HSE Release 1

The Contractor shall conduct Security Assessment for HSE Release 1 (VHC R1) which will validate Referentia's Security assessment of VHC R1 including recommendations and remediations.

Task 6 Deliverable:

- Final Security Assessment Report

VII. MMIS Project Level Support and Facilitation for Procuring a Quality Assurance/ IV&V Vendor

Project Task 1: Facilitate Requirements for IV&V MMIS RFP

The Contractor shall facilitate requirements development sessions and develop scope portion for RFP for procuring an IV &V Vendor for MMIS solutions by providing work plan and scope definition, full scope and requirement for MMIS impacting, assessing and providing final requirement and standards aligned with PMO, State PMO and CMS requirements, templates and evaluation tools.

Task 1 Contractor Deliverable:

- RFP scope Narrative, RFP response template and Evaluation tools for the MMIS

VIII. IE Project level Support and Facilitation for procuring a Quality Assurance/ IV&V Vendor

Project Task 1: Facilitate Requirements for IV&V IE RFP

The Contractor shall facilitate and support requirements development sessions and develop scope portion for RFP for procuring an IV &V Vendor for IE solutions by providing work plan and scope definition, full scope and requirement for IE impacting, assessing and providing final requirement and standards aligned with PMO, State PMO and CMS requirements, templates and evaluation tools.

Task 1 Contractor Deliverables:

- RFP scope Narrative, RFP response template and Evaluation tools for the IE

IX. MMIS Project level extended timeline and level of effort for Medicaid Procurement

Support. The Contractor shall continue work on MMIS procurement support beyond the original timeline projected. Including organizational structure recommendations and supporting documentation for the 3 Medicaid procurements. Inclusion of the contact center in RFP and state supplied requirements in response templates. Supports and edits for additional reviews by RFP teams.

Project Task 1: Support for Medicaid Procurement

Task 1 Contractor Deliverables:

- Extended support through the facilitation activities. Including organizational structure recommendations and supporting documentation for the 3 Medicaid procurements. Inclusion of the contact center in RFP and state supplied requirements in response templates. Supports and edits for additional reviews by RFP teams.

X. HSE Program/Enterprise level Tasks

Project Task 1: Advise State Staff

The Contractor shall provide the HSE PMO Director and the HSE Program Executive Committee with advice and information regarding organizational structure for the PMO. In performing this, the contractor will attend Executive Committee meetings and individual meetings focusing on organizational structure, roles and responsibility definitions, and descriptions for the PMO, Governance, and communication processes and role of the PMO

Task 1 Contractor Deliverable:

- Recommendations report on Roles and Responsibilities definitions and descriptions for PMO's governance and communication processes.

Project Task 2: Support Vendor Management Efforts

The Contractor shall report on recommendations to enhance the State's Vendor Management efforts by reporting on recommendations to enhance the PMO's Vendor Management Activities, Methodologies and Tools.

Task 2 Contractor Deliverable:

- Recommendations report on enhancements to the PMO's Vendor Management Activities, Methodologies and Tools.

Project Task 3: Provide Ad Hoc Support, Consulting, and Guidance

The Contractor shall provide support consulting and guidance to the AHS Secretary, Executive Steering Committee, and/or HSE Project Director (at their express and documented request) that is not covered under existing tasks/deliverables. This includes conducting studies, performing research, and executing small projects or task that are not currently covered under existing tasks/deliverables.

Work is to be commenced only upon request, review, and approval of scope of work and defined deliverables by the PMO. Work performed under this task shall not exceed \$200,000.

A. Ad Hoc Task Order Process.

The State may initiate the process leading to a new project assignment by requesting a proposal from the Contractor. The request will be prepared by the State and will include the following:

- i. Project Contact
- ii. Type of Activity (e.g., Technical Assistance, Consultation, and Data Assistance)
- iii. Project Goal(s)
- iv. Brief Description of Project
- v. Project Deliverable(s)
- vi. Estimated Project Duration/Phasing
- vii. Description of Expected Timeline of Project
- viii. Funding Source and Financial Responsible Party

B. Review and Finalization of New Projects

Proposals for new projects under the Task Order section of this contract shall be submitted to the Contractor by the State. Upon consideration of the proposal, the State and Contractor must complete the Task Order Form (Appendix II). The Contractor has the right to submit modifications or deny any Task Order submitted by the State. The final Task Order document shall receive approval by the State, and be signed by the Contractor, the State Authorized Representative, and the DVHA Business Office prior to engagement in the outline work. 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. Each Task Order must clearly define payment either by rate per hour or deliverable received and approved. Each Task Order must be preapproved 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. 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. 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. Task Orders must be approved by both parties listed below:

Meaghan Kelley, Contracts and Grants Administrator
Department of Vermont Health Access
312 Hurricane Lane
Williston, VT 054945
Meaghan.Kelley@state.vt.us

Stephanie Beck, Health Services Enterprise Director (or her delegate)
Agency of Human Services
208 Hurricane Lane
Williston, VT 05495
Stephanie.Beck@state.vt.us

C. Project Deliverables

At the conclusion of a project assignment, 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.

D. Ad-Hoc

Any phone calls and e-mail communications from various State staff will not be paid for under this agreement unless previously approved with a Task Order by the Authorized Representatives of the State.

Project Task 4: Access to Contractor Research Groups and Subscriptions

This task allows access to Contractor reviews, allowing the State to hold vendors more accountable. This includes access to technical "how to's" so State staff are more likely to use a proven solution with lower cost impacts. The Contractor shall provide access to research so that as the State continues to build the PMO, vendor accountability, cost models, etc.; the State can base these models off of industry proven concepts, which are generally more successful than building models from scratch. This also includes strategy alignment and development, since the changes presented by healthcare modernization will have a dramatic impact on the State's technical capabilities; the Contractor shall help the State leverage shared capabilities for the benefit of all.

Task 4 Deliverables:

- Executive programs CIO Signature subscriptions
- IT Advisory Leadership group subscriptions
- Gartner for Technical Professionals subscriptions

E. Federal Requirements

Where applicable in the specification of work in this contract agreement, Contractor will adhere to Federal Guidelines: Public Health (42 CFR 495), General Administration (45CFR 95), and all other Federal Regulations that may apply.

4. By deleting Section 2: Invoicing Schedule from Attachment B beginning on page 20 of 41 of the base agreement, and as previously amended, and substituting in lieu thereof the following:

2. As follows, according to Table 1 below, payment for final deliverables will not be issued until a deliverable has been reviewed and accepted by the State and upon submission of an invoice.

Table 1. Invoicing Schedule

Associated Project	Funding Source	Project Component/Task	Deliverable	Total Milestone Payment Amount
HSE - PMO	Allocated - 41632	Project Initiation	Project Status, Issues and Risks Reporting Template and Schedule	\$15,000
			Final Approved Master Project Work Plan	\$25,000
		Readiness Assessment	Readiness Assessment As-Is Findings	\$15,000
			To-be Target State and Recommendations	\$30,000
			Final Organizational Readiness Report, Findings & Recommendations	\$105,000
	Allocated - 41632	Functional Requirements	Final Functional Requirements Assessment for Person-Centered Eligibility Determination through the Gateway to the Health Insurance Exchange (HIX) application.	\$295,000
			Provide functional requirements for phased approach for retirement of legacy system. (IE)	\$0
			Gather functional requirements for Core capabilities for a person-centered approach to VT HHS capabilities. These include: client/provider lookup and query, client consent, referral management system, case and service collaboration shared analytics, alerts, and notifications. Shared analytics include: static and dynamic reporting, graphical reports, user defined reports, exporting of data to other applications for analysis, and analysis tools. (HSE SOA Platform).	\$0
			Develop functional requirements for person-centered Eligibility determination for the full continuum of VT HHS as defined by the State. Requirements to include linkage to legacy	\$0

			MMIS and envisioned new MMIS solution.	
			Functional Requirements Enhancement Recommendations and Road Map	\$65,000
	Allocated - 41632	Non-Functional Requirements	Final Non-Functional Requirements Assessment for Person-Centered Eligibility Determination through the Gateway to the HIX application. IE and HSE SOA Platform including General System Design, and reviews of Master Data Management (MDM)/Enterprise Master Person Index (EMPI) Options, ECM Options, Consent Registry Options, and Oracle Software Suite License requirements.	\$137,500
	Allocated - 41632		Final Non-Functional Requirements Enhancement Road Map and Non-Functional Requirements Tracing Matrix.	\$137,500
	Allocated - 41632	Alternatives Analysis (AA)	AA Final Report to focus on selecting best value approach for meeting the long term hosting and maintenance and operations (M&O) needs and total cost of ownership (TCO) for the HSE SOA Platform, HIX, and IE solution.	\$0
HSE - PMO	Allocated - 41632	Procurement Strategy & Road Map	Final Procurement Strategy and Road Map for umbrella approach to HSE SOA Platform, HIX, and IE.	\$175,000
First 2 items HSE - PMO Balance VHC E&E	\$350,000 to 41632 Balance to 41609	Procurement Assistance – IE/HSE Platform RFP	Provide procurement assistance on IE/HSE Platform RFP. Assistance will include:	\$0
			Technical RFP Narrative	\$350,000
			Final Evaluation Framework and Evaluation Tools	\$45,000
			Completion of Training of Proposal Evaluation Team	\$30,000
			Agenda and Interview Questions for Shortlist Vendors’ Orals	\$15,000
			Final Procurement Report	\$10,000
			Report on and recommendations on Oracle Professional Services (OPS). Review to include review of SOV’s statement of work (SOW), OPS final scope proposal, and support during contract negotiations.	\$24,500
HSE - PMO	Allocated - 41632	Quality Assurance Oversight (IV&V) - Program/Enterprise Level	Quality Assurance (QA) Charter and Rules of Engagement	\$41,250
			Final QA Criteria and Methodology	\$41,250
			Baseline Project Health Check	\$135,000
			DII Monthly Independent Assessment Reports	\$0

		Quality Assurance Oversight (IV&V) - Project Level	QA Deliverable Review Assessment Reports (Fixed Price for All Deliverables from RFP(s) Selected Vendors—Cost per Deliverable will be defined within this Fixed Price at Initiation of the QA Work Stream up to a cap of \$750,000)	\$250,000
		Quality Assurance Oversight (IV&V) - Program/Enterprise Level	Quarterly Project Health Check Reports (One Baseline and Three Quarterly Health Checks During QA 18 Month Work Stream)	\$480,000
HSE - PMO	Allocated - 41632	Change Management	Change Management Plan including communication, leadership, and participation guidelines.	\$72,500
HSE - PMO	Allocated - 41632	Gartner Research	Executive Programs CIO Signature	\$82,700
			IT Leaders Advisory Workgroup	\$50,900
			Gartner for Technical Professionals	\$31,400
MMIS	MMIS 90/10 - 41613	Work Stream Kick-off	Project Work Break Down Structure	\$10,000
		Phase 8.1 /Task 1	Status Reporting Process, Tools for Bi-Weekly Reports	\$10,000
		MMIS work stream priority	Priority Report and Recommendations	\$36,000
		Phase 8.1 /Task 2		\$0
		Alternatives Analysis Framework	Alternative Analysis Assessment Framework	\$15,000
		Phase 8.2 /Task 1		\$0
		Alternatives Analysis Report	Alternative Analysis Report	\$40,000
		Phase 8.2 /Task 2		\$0
		Recommendation Report and Roadmap	Procurement Strategy Recommendation Report	\$55,000
		Phase 8.2 /Task 3		\$0
		Procurement Scope	Documentation of components, services, and overall scope for each Procurement Domain	\$10,000
		Phase 8.3 /Task 1		\$0
		Sourcing Strategy	Action and resource plan for each procurement domain	\$15,000
		Phase 8.3 /Task 2		\$0
		Procurement strategy report	Strategy for each procurement domain	\$45,000
Phase 8.3 /Task 3		\$0		
Data Gathering	Action plan for requirements gathering	\$0		

	Phase 8.4 /Task 1		\$0
	Functional Requirements	Functional requirements	\$245,500
	Phase 8.4 /Task 2	Requirements Tracing Matrix (Chronic Care)	\$78,500
		Requirements Tracing Matrix (MMIS Operations and PBM)	\$20,000
	Non-Functional requirements	Technical, implementation, and performance requirements	\$205,500
	Phase 8.4 /Task 3		\$0
	Define RFP Scope/Work plan	Work plan for each RFP	\$0
	Phase 8.5 /Task 1		\$0
	RFP Development	Technical RFP Narrative Chronic Care	\$145,000
	Phase 8.5 /Task 2	Technical RFP Narrative MMIS Operations and PBM	\$265,000
	RFP Issuance	Care Management RFP	\$0
	Phase 8.5 /Task 3	Support Vendor's Conference and Q&A	\$5,000
		Evaluation Framework and Tools	\$5,000
		Training of Proposal Review Team	\$5,000
		Proposal Review Facilitation	\$5,000
		Agenda and Interview Questions for Shortlist Vendors Orals	\$10,000
		MMIS Operation and PBM RFP's	\$0
		Support Vendor's Conference and Q&A	\$5,000
		Evaluation Framework and Tools	\$45,000
		Training of Proposal Review Team	\$10,000
		Proposal Review Facilitation	\$20,000
		Agenda and Interview Questions for Shortlist Vendors Orals	\$15,000
		Vendor Selection Support	Proposal Evaluation Summary
	Phase 8.5 /Task 4	Vendor Orals Agenda, Interview Questions, and Case Study	\$0
		Summary Report of Vendor Orals	\$0
		RFP Procurement Report	\$10,000
	Scope and Work Plan	Scope and Work Plan	\$25,000
	Phase 8.6 /Task 1		\$0
	Development of Specifications	Working Sessions materials and documentation	\$0
	Phase 8.6/Task 2		\$0
	Review of Vendor scopes of work	Recommendations for State negotiations with Vendor	\$70,000

		Phase 8.6/Task 3		\$0
		Scope of Work	Summary Report of scope of work for contract amendment	\$15,000
		Phase 8.6/Task 4		\$0
		MITA 3.0 SSA Framework	Work stream work plan	\$0
		Phase 9/Task 1	Kick-off/session orientation presentation	\$0
		MITA Business Architecture	Workshop documentation in MS Word or equivalent	\$0
		Phase 9/Task 2	Validation session materials in MS PowerPoint	\$0
		MITA Information and Technical Architecture	Workshop documentation in MS Word or equivalent	\$0
		Phase 9/Task 3	Validation session materials in MS PowerPoint	\$0
		MITA Baseline Maturity Model	MITA Maturity Model Assessment- "As Is" and "To Be" to also include requirements as part of HITECH	\$185,000
		Phase 9/Task 4	VT MITA 3.0 Baseline Assessment and "Go Forward Roadmap" to also include requirements as part of HITECH	\$210,000
HSE - PMO	Allocated - 41632	Renewal of Research Contracts	• Executive Programs CIO Signature	\$169,900
			• IT Leaders Advisory Workgroup	\$0
			• Gartner for Technical Professionals	\$0
IE	E &E 90/10 - 37716	Integrated Eligibility	Provide support for the revised IE RFP including:	\$35,000
			Several iterative reviews	\$0
			Documented comments, recommendations and suggested edits for the Revised IE RFP	\$0
		Integrated Eligibility	Expanded Level of Effort and Schedule for original IE / HSEP Platform Procurement Strategy & Road Map including:	\$125,000
			Feedback reports on Vendor Scope of Work	\$0
			Documentation of and ongoing participation in Scope of Work review meetings	\$0
			Feedback on Price and Milestone framework	\$0
		Integrated Eligibility	Strategic Architecture analysis and support for the ACCESS Remediation Project.	\$114,000
			Attendance and facilitation of technical and architectural reviews with project teams and with DII	\$0
			Written feedback on technical architecture	\$0
			Written feedback on the analysis of OneGate and other technical components	\$0

HSE - PMO	Allocated - 41632	Quality Assurance Oversight (IV&V) - Program/Enterprise Level	Provide Health and Human Service Enterprise QA / IV&V Oversight in Support of the PMO for 24 months focusing on the integration and coordination of the PMO's QA/IV&V activities across the PMO's projects including VHC, IE and Medicaid Operations Procurements, including:	\$1,216,000
			Support the State in defining and establishing a set of QA/IV&V standards and approach for the projects under the Health and Human Services Enterprise PMO driven by the PMO's enhanced governance and vendor management approach, the needs of the PMO projects (IE, VHC, Medicaid Operations), and included as requirements in the IE and Medicaid QA/IV&V Procurements	\$0
			Overview and Training for all PMO project stakeholders specific to the projects working with the PMO Projects' QA/IV&V service providers	\$0
			Assessment and review of newly revised PMO Project Management approach and QA/IV& activities including detailed recommendations and action plan for optimization and effectiveness	\$0
			Bi-weekly PMO program level risk and issue management reports with recommendations	\$0
			Monthly integrated cross-project reviews, status and risk reports with detailed recommendations for Risk Mitigation and Issue Management	\$0
			4 additional Quarterly Health Check Reports for PMO Health and Services Enterprise Program (3 in 2014 and 3 in 2015) (Note: 2 Quarterly Reports already included in current Contract Amendment making the total Quarterly Health Check Reports to 6: 2 reports under Current Agreement and 4 under this Amendment)	\$0
			Health Checks to include detailed recommendations and action plans for addressing identified risks and issues, and opportunities for strengthening the PMO Governance and Decision Making, Operations, Vendor Management, Processes and Methodologies - focusing on the continue maturation of the VT Health and Human Services Enterprise Program's PMO	\$0
			Monthly Invoice for \$24,000 includes costs for Bi-Weekly and Monthly Reports;	\$0

			Quarterly Invoice for \$160,000 for each Quarterly Health Check Report and Recommendations	\$0
			Both invoices include all costs for Gartner staffing for QA / IV&V oversight, coordination and consulting support for conducting assessments, providing recommendations and consultation support of PMO in implementation of recommendations	\$0
HSE Release 1 (VHC R2)	Allocated - 41632	Quality Assurance Oversight (IV&V) - Project Level	VHC IV&V QA for CGI Release 2 work on VHC, including:	\$203,280
			Testing Validation Support	\$0
			Attestation to CMS for testing process and outcomes	\$0
			Deliverable review and recommendations reports for specific deliverables to be identified and agreed upon by State and Gartner	\$0
			Total line item for this work will be divided by the number of VHC deliverables agreed to by Gartner and PMO for Gartner Review	\$0
HSE Release 1 (VHC R1)	Allocated - 41632	Quality Assurance Oversight (IV&V) - Project Level	Testing validation support and attestation for IE/HSE Platform and Release 1 HBE development efforts as required by CMS for Federally funded system	\$50,000
			Attendance at internal test planning, and testing events	\$0
			Written Testing Attestations (documentation) provided to CMS.	\$0
HSE Release 1 (VHC R1)	Allocated - 41632	Quality Assurance Oversight (IV&V) - Project Level	Preparation and support of up to two (2) on-site meetings in the national capital area with Federal funding partner for VHC Release 1	\$25,500
			Written sections provided for the CMS DDR, FDDR, and ORR meetings,	\$0
			Active participation in planning for these events, participation in these events, and in debriefing meetings	\$0
HSE Release 1 (VHC R2)	Allocated - 41632	Quality Assurance Oversight (IV&V) - Project Level	Preparation and support of up to five (5) on-site meetings in the national capital area with Federal funding partner for VHC Release 2, IE, and MMIS	\$63,750
			Written sections provided for the CMS DDR, FDDR, and ORR meetings,	\$0
			Active participation in planning for these events, participation in these events, and in debriefing meetings	\$0
HSE Release 1 (VHC R2)	Allocated - 41632	HSE - Project Level	Conduct CGI Release 2 Readiness Assessment.	\$50,000
			Draft and Final CGI VHC R2 Readiness Report	\$0

HSE Release 1	Allocated - 41632	HSE - Project Level	Conduct Security Assessment	\$50,000
			Draft and Final Security Assessment Report	\$0
MMIS	MMIS 90/10 - 41613	Quality Assurance Oversight (IV&V) - Project Level Procurement Support	Medicaid QA / IV&V Vendor RFP.	\$300,000
			Support the procurement of a vendor to conduct IV&V for MMIS (PBM, CM, Core MMIS) including RFP development and procurement support	\$0
			Workplan and Scope Definition	\$0
			Full Scope and Requirements for MMIS Impacting QA / IV&V Role and Requirements	\$0
			Final Requirements and Standards Aligned with PMO, State EPMO and CMS Requirements	\$0
			Final RFP Response Templates for State Review	\$0
			RFP Evaluation Tools	\$0
			IE	E & E 90/10 - 37716
Support the procurement of a vendor to conduct IV&V for the Revised IE project including RFP development and procurement	\$0			
Workplan and Scope Definition	\$0			
Full Scope and Requirements for MMIS Impacting QA / IV&V Role and Requirements	\$0			
Final Requirements and Standards Aligned with PMO, State EPMO and CMS Requirements	\$0			
Final RFP Response Templates for State Review	\$0			
RFP Evaluation Tools	\$0			
MMIS	MMIS 90/10 - 41613	Medicaid Operations - Project Level Procurement Support	Extended support for Medicaid Procurement Support	\$220,000
			Organizational structure recommendations and supporting documentation for the three Medicaid procurements	\$0
			Inclusion of Contact Center in the RFP and State-supplied requirements in RFP response templates, including VHC support,	\$0
			Support for additional reviews by RFP teams	\$0
			Analysis and input to the structure of the Single Payer system and the impact to the Medicaid procurements	\$0
HSE - PMO	Allocated - 41632	PMO Support	Provide the Director of the PMO and the HSE Program Executive Committee with advice and information regarding Organizational Structure for the PMO	\$19,500

			Attendance at Executive Committee meetings and individual meetings focusing on organizational structure, roles and responsibility definitions and descriptions for the PMO, Governance and communication processes and role of the PMO	\$0
HSE - PMO	Allocated - 41632	PMO Support	Support the enhancement of the State's Vendor Management efforts	\$45,500
			Report on recommendations to enhance the PMO's Vendor Management Activities, Methodologies and Tools	\$0
HSE - PMO	Allocated - 41632	PMO Support	Provide ad hoc support, consulting, and guidance to AHS Secretary, Executive Steering Committee, and/or HSE Project Director (at their express and documented request)	\$200,000
			Deliverables to be determined at the documented request of the AHS Secretary, Executive Steering Committee, and/or HSE Project Director.	\$0
			Work to be commenced only upon request, review and approval of scope of work and defined deliverables by the PMO.	\$0
HSE - PMO	Allocated - 41632	Renewal of Research Contracts	• Executive Programs CIO Signature	\$175,100
			• IT Leaders Advisory Workgroup	\$0
			• Gartner for Technical Professionals	\$0
		Total Contract Value		\$7,727,530

5. By deleting Attachment C (Customary Provisions for Contracts and Grants) beginning on page 22 of 41 of the base agreement, and as previously amended, and substituting in lieu thereof Attachment C revised 6/9/14, which is an attachment to this Amendment 3 beginning on page 25 of 38.
6. By deleting Attachment E (Business Associate Agreement) revised 1/31/11, beginning on page 30 of 41 of the base agreement, and substituting in lieu thereof Attachment E revised 9/21/13, which is an attachment to this Amendment 3 beginning on page 29 of 38.
7. By adding to the base agreement, as previously changed by Amendments 1 and 2, Appendix II – Required Forms, which is an attachment to this Amendment 3 beginning on page 37 of 38.

This amendment consists of 38 pages. Except as modified by this amendment and any previous amendments, all provisions of this contract, #22013 dated May 16, 2012 shall remain unchanged and in full force and effect.

STATE OF VERMONT

CONTRACTOR

DEPARTMENT OF VERMONT HEALTH ACCESS

GARTNER INC.

MARK LARSON, COMMISSIONER DATE

PHILLIP CUMMINGS, SR. DIRECTOR DATE

ATTACHMENT C

CUSTOMARY PROVISIONS FOR CONTRACTS AND GRANTS

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

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

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

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

7. **Insurance:** Before commencing work on this Agreement the Party must provide certificates of insurance to show that the following minimum coverage is in effect. It is the responsibility of the Party to maintain current certificates of insurance on file with the state through the term of the Agreement. No warranty is made that the coverage and limits listed herein are adequate to cover and protect the interests of the Party for the Party's operations. These are solely minimums that have been established to protect the interests of the State.

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

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

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

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

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

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

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

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

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

8. **Reliance by the State on Representations:** All payments by the State under this Agreement will be made in reliance upon the accuracy of all prior representations by the Party, including but not

limited to bills, invoices, progress reports and other proofs of work.

9. **Requirement to Have a Single Audit:** In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, 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 will maintain all books, documents, payroll papers, accounting records and other evidence pertaining to costs incurred under this agreement and make them available at reasonable times during the period of the Agreement and for three years thereafter for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved. The State, by any authorized representative, shall have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed under this Agreement.

11. **Fair Employment Practices and Americans with Disabilities Act:** Party agrees to comply with the requirement of Title 21V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable. Party shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990, as amended, that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the Party under this Agreement. Party further agrees to include this provision in all subcontracts.

12. **Set Off:** The State may set off any sums which the Party owes the State against any sums due the Party under this Agreement; provided, however, that any set off of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided hereinafter.

13. **Taxes Due to the State:**

- a. Party understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.
- b. Party certifies under the pains and penalties of perjury that, as of the date the Agreement is signed, the Party is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.

- c. Party understands that final payment under this Agreement may be withheld if the Commissioner of Taxes determines that the Party is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.
- d. Party also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Party has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Party has no further legal recourse to contest the amounts due.

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

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

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

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

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

16. No Gifts or Gratuities: Party shall not give title or possession of anything 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.

State of Vermont – Attachment C
Revised AHS – 6-9-2014

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 **Gartner Consulting, Inc.** (“Business Associate”) as of **May 16, 2012** (“Effective Date”). This Agreement supplements and is made a part of the contract/grant to which it is attached.

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 18.7.

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: 9/21/13)

Appendix II – Required Forms
Department of Vermont Health Access - Request for Approval to Subcontract

Required: Contractor cannot subcontract until they receive this signed approval from the State of Vermont. On the reverse side of this form there is language that must be included by the contractor in all subcontracting agreements.

Date of Request: _____

Original Contractor Name: _____	Contract #: _____
Address: _____	
Phone Number: _____	
Contact Person: _____	
Agreement #: _____	Signature: _____

Subcontractor Name: _____

Address: _____

Phone Number: _____

Contact Person: _____

Scope of _____

Subcontracted Services: _____

Is any portion of the work being outsourced outside of the United States? YES NO

(Note to Business Office: If Yes, do not proceed further with approval until reviewed with Finance & Mgmt)

Dollar Amount of Subcontracted Services: \$ _____

Date Range for Subcontracted Services: Start: End:

DVHA Program Manager: _____	Signature: _____
Phone Number: _____	

Business Office Review

Comments: _____

Approval: _____ **Title:** _____ **Date:** _____

<p>DVHA Task Order Form</p> <p>Gartner, Inc - 22013</p> <p>Task Order #</p> <p>Start Date: MM/DD/YY</p> <p>End Date: MM/DD/YY</p> <p>Total Cost:</p>
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1. **Scope of Work:**

2. **Deliverable Description and Due Dates:**

3. **Contract Provision Reference:**

4. **Cost:**

Comments:

Contractor Representative (Name and Title)		
Approval Signature		Date
State Authorized Rep:		
Approval Signature		Date
DVHA Contract Administrator		
Approval Signature		Date