

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 December 31, 2015 as follows:

1. 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 the Contractor's performance shall begin on May 16, 2012 and end on February 29, 2016.

2. By adding Section 9 (Contacts for this Award) on Page 1 of 41 of the base agreement:

9. Contacts for this Award

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	Frank Petrus
Address	312 Hurricane Lane, Suite 201 Williston, VT 05495	56 Top Gallant Road Stamford, CT 06902
Email	Howard.Pallotta@vermont.gov	Frank.Petrus@gartner.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.

DVHA MONITORING OF CONTRACT

The parties agree that the DVHA official State Program Manager is primarily responsible for authorizing work under this agreement and the review and approval of invoices presented by the Contractor. The State Program Manager is Stephanie Beck: Stephanie.Beck@vermont.gov

3. By deleting Section V. Project Task 1: Provide Health and Human Service Enterprise QA/Independent Verification and Validation (IV&V) on page 9 of 38 of Amendment 3 and substituting in lieu thereof the following Section V. Project Task 1:

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 22 months (May 2014 – February 2016) 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:

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

**4. By adding to Attachment A, as previously replaced in Amendment 3, Sections XI and XII:
Section XI: QA/IV&V for January and February 2016**

A. Overview

Contractor shall conduct Quality Assurance/Independent Verification and Validation ("QA/IV&V") services for the State's Vermont Health Connect (VHC) Program - Design Development and Implementation (DDI) work to be performed by a systems integration vendor ("Vendor"), currently Optum.

B. Task Approval Process

All work must be pre-approved by the State Program Manager. 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 Program Manager before the Contractor will be paid for any invoice to the State. Contractor agrees to obtain written approval from the State Program Manager prior to utilizing Contractor's Subject Matter Experts (SME) resources for billable work specified in this Contract.

C. Tasks

1. TASK 1 Overview – Develop, Maintain and Execute the QA/IV&V Plan

The Contractor will develop a QA/IV&V Plan, which will include a project schedule. Contractor will maintain and execute the QA/IV&V Plan throughout the duration of the contract. The Parties agree to perform project initiation activities in support of TASK 1 Deliverables as follows:

1. Contractor will schedule and conduct an introductory meeting with the State Program Manager, Project Managers and Business Leads. During that introductory meeting:
 - a. State and Contractor will review the Contractor's High-Level QA/IV&V Plan to ensure that State's and Contractor's expectations are in alignment.
 - b. State will inform Contractor of the VHC Program status as of the date of the introductory meeting.
 - c. Contractor will submit project document and deliverable templates for review and approval by the State.
 - d. Contractor will submit a request for administrative actions required by the State so that the Contractor's employees may access State buildings, State systems, and State documentation repositories, including the State's SharePoint sites.
2. Contractor will prepare and submit a document request to the State Program Manager for foundational program and project documentation, including but not limited to organizational charts, existing state and DDI Vendor project plans, status reports, and meeting schedules.
3. The Contractor, in consultation with the State, will develop a Comprehensive QA/IV&V Plan that will include, at a minimum, the processes for governing the ongoing management of project scope, schedule, cost, quality, resources, risks, issues, and communications. The Comprehensive QA/IV&V Plan will be developed pursuant to Task 1a.
4. The Contractor, in consultation with the State, will develop a Work Plan that will include, at a minimum: (a) the milestones for DDI Vendor deliverables and activities that the Contractor deems to be dependencies for completing the QA/IV&V deliverables defined in this agreement, and (b) a schedule that details when the DDI Vendor's personnel will be engaged in the QA/IV&V processes. The Work Plan will be developed pursuant to Task 1c.

2. TASK 1a – Comprehensive QA/IV&V Plan

The Contractor shall update the preliminary High Level QA/IV&V Plan to include details pertinent to current VHC DDI status and schedule.

1. Contractor agrees to include in the updated plan additional detail regarding Contractor's approach to managing the QA/IV&V services in conformance with the standard principles of PMBOK® and IEEE.
2. Contractor agrees to include in the updated Comprehensive QA/IV&V Plan processes for governing the ongoing management of QA/IV&V project scope, schedule, cost, quality, resources, risks, issues, and communications.

3. Contractor agrees to facilitate a meeting with the State Program Manager to review the Comprehensive QA/IV&V Plan and solicit feedback from the State Program Manager, Project Manager(s), and DDI Vendor.
 4. Contractor shall incorporate feedback received from the State into the Comprehensive QA/IV&V Plan and will document any feedback received which is not incorporated in the QA/IV&V Plan with a written explanation as to why any feedback received by the Contractor was not incorporated.
 5. Contractor agrees to submit the Comprehensive QA/IV&V Plan to the State for review and approval within ten (10) business days of Contract execution.
 6. The State agrees to inform Contractor whether the Comprehensive QA/IV&V Plan is approved or rejected within ten (10) business days from the date Contractor submits the plan for review and approval.
- 3. TASK 1b – QA/IV&V Plan Updates**
Contractor will maintain the QA/IV&V Plan as needed throughout the VHC program lifecycle.
- 4. TASK 1c – Work Plan**
Contractor agrees to develop a Work Plan that specifies activities, tasks, durations, resources and sequencing for the work described in the Comprehensive QA/IV&V Plan.
1. Contractor agrees that the Work Plan will support and align with the State’s schedule for delivery of the DDI vendor’s scope of work; and the Work Plan will be based on an initial DDI work plan and list of anticipated deliverables.
 2. The Parties agree that the actual number of DDI Vendor deliverables, and the actual DDI implementation schedule, will be determined by the State and the DDI Vendor.
 3. The Parties agree that the number and composition of DDI Vendor deliverables may vary from the specification of these deliverables which has been provided to Contractor under separate cover.
 4. Contractor agrees to submit the Work Plan to the State for review and approval within fifteen (15) business days of Contract execution. The State agrees to inform Contractor whether the Work Plan is approved or rejected within ten (10) business days from the date Contractor submits the plan for review and approval.
- 5. TASK 1d – Work Plan Updates**
Contractor agrees to update and maintain the Work Plan as needed throughout the term of this contract or the VHC project life cycle, whichever is shorter. Contractor understands and agrees that the State and DDI Vendor may modify the DDI project schedule and the number, name, and composition of deliverables, insofar as such changes do not materially alter the scope of the VHC.
- 6. TASK 2 Overview – Perform QA/IV&V Assessments and Reporting**
Contractor agrees to perform independent research; attend project meetings to assess project processes, current activities, and status; coordinate and facilitate interviews with key project stakeholders as needed; and prepare QA/IV&V reports, including:
1. An Initial QA/IV&V Report
 2. Periodic QA/IV&V Reports
 3. Final QA/IV&V Report
 4. Meeting Minutes for all meetings led by Contractor

7. TASK 2a – Initial QA/IV&V Report

1. Contractor agrees to prepare and deliver a baseline QA/IV&V Report that provides an initial VHC assessment not later than forty-five (45) calendar days following the QA/IV&V kick-off meeting (see Task 1.1).
2. Contractor agrees to include in the initial QA/IV&V Report a comprehensive initial assessment of the IE program.
 - a. The Parties agree that the initial assessment will include at a minimum an analysis of project plans, processes, documents, schedules, risks, issues, budgets, and requirements.
 - b. Contractor agrees to analyze existing documentation collected and to incorporate its analysis in the Initial QA/IV&V Report.
 - c. The Contractor agrees to use a Risk Assessment Checklist customized for, and appropriate to, the scope of VHC when conducting the Initial QA/IV&V Assessment

8. TASK 2b – Monthly QA/IV&V Reports

1. Contractor agrees to write complete monthly QA/IV&V Reports throughout the term of this contract.
2. Contractor agrees to submit these reports to the State Program Manager for review and approval by 5:00PM Eastern Time on the 5th business day following the end of each month.
3. Contractor agrees to use the Risk Assessment Checklist data collected during the reporting period to complete the QA/IV&V Reports.
4. Contractor agrees to exercise its professional expertise and best efforts to document specific areas of concern or risk identified by Contractor in these A/IV&V Reports.
5. Contractor agrees to prepare QA/IV&V Reports that comply with the requirements of 45 CFR § 95.626.
6. The Contractor is responsible for the development, delivery, and support of all assessments and reports sent to State and Federal partners, including all status reporting.
7. Contractor agrees that its Functional and Technical Leads will provide input into the development of QA/IV&V Reports.
8. Contractor agrees that its QA/IV&V Project Manager will:
 1. Ensure the Work Plan described in Task 1d is updated to accurately reflect the activities and completion dates for the QA/IV&V assessments;
 2. Collect information from various sources such as interviews, project documentation, participation in meeting, and other sources;
 3. Analyze information collected, using the agreed upon framework and standards for performance assessment;
 4. Draft the QA/IV&V assessment to include prioritized recommendations for improvement and remediation actions;
 5. Deliver the QA/IV&V assessment to the appropriate stakeholders from the State and Federal agencies concurrently;
 6. Review the QA/IV&V assessment with the State, DDI Vendor, and/or other stakeholders;
 7. Prepare meeting minutes for each of these reviews and distribute those meeting minutes to the State, DDI vendor, and/or other stakeholders consistent with Task # 2d; and

8. Update the assessment to correct mistakes of fact, if needed, and provide an updated final version of the QA/IV&V assessment to the stakeholders previously identified.

9. TASK 2c – Final QA/IV&V Report

1. Contractor agrees to deliver a Final QA/IV&V Report.
 - a. The final report shall consist of Contractor's final written assessment that the systems demonstrate Project requirements and meets defined acceptance criteria.
 - b. The Contractor shall conduct the final assessment by gathering inputs and using the Risk Assessment Checklist.
 - c. The Contractor shall also schedule and facilitate meetings as needed to collect and document information regarding lessons learned according to the activities and outcomes.
 - d. The Contractor shall deliver to the State Program Manager the Final QA/IV&V Report three (3) months after the implementation go-live date in the production system environment.
2. The Parties agree that either Party may request a meeting up to ninety (90) calendar days prior to the due date of the Final QA/IV&V report to review and discuss the scope of the Final QA/IV&V report as well as to determine the participants and resources necessary to complete that report.

10. TASK 2d – Meeting Minutes

1. Contractor agrees to produce meeting minutes resulting from all meetings that Contractor facilitates.
2. Contractor agrees to produce meeting minutes that are complete, accurate, and contain a record of all decisions, action items, and issues discussed in the review meetings.
3. Contractor agrees to deliver meeting minutes to the State Program Manager within two (2) business days following each QA/IV&V assessment review meeting.

11. TASK 3 Overview – Perform Ongoing Risks and Issues Management

1. Contractor shall:
 - a. Identify, document, and communicate to the State all risks and issues which Contractor, in its professional opinion, determines to be present;
 - b. Analyze each risk and issue to determine its magnitude and relative importance;
 - c. Determine whether each identified risk or issue is within the control of VHC;
 - d. Propose mitigation and corrective action plans; and
 - e. Review identified risks, issues, and corrective action plans with the State.
2. Contractor shall include its Risks and Issues Report in the Bi-Weekly QA/IV&V Status Report, which shall be reviewed with the State during the Bi-Weekly Status Meetings.
3. Contractor agrees to immediately notify the State Program Manager of any risk or issue that Contractor deems urgent so that corrective action can be initiated independent of the Bi-Weekly Status Meetings.
4. The Parties agree to perform risk and issue management consistent with the obligations set forth in Tasks # 3a and # 3b, below.

12. TASK 3a – Risk and Issues Log

1. Contractor agrees to establish a secure online Risk Assessment Tracking Tool that provides for risk and issues identified to be reviewed, triaged, assigned and tracked.
2. Contractor agrees to establish that online Risk Assessment Tracking Tool within fifteen (15) business days of contract execution.

3. Contractor agrees to provide authorized State employees, including but not limited to the VHC Program Manager, Project Managers, Vendor Manager, Executive Sponsor, Technical Lead, Business Leads, Business Analysts, with all credentials and information necessary to access the Risk Assessment Tracking Tool, such as User IDs, passwords, licenses, and the URL where the Risk Assessment Tracking Tool is posted. This access will allow State's users to view the status of all Risks and Issues, and to generate reports. For control purposes, only the Contractor's personnel will have the ability and authority to add or modify Risks and Issues within Contractor's Risk Assessment Tracking Tool.
4. The State Program Manager specified in this Contract is the only person who can authorize additional access to the Risk Assessment Tracking tool for individuals who are not Contractor's employees.
5. The State agrees to notify Contractor promptly of any staffing changes, including any newly hired employees or recently terminated employees that necessitate a change in access to the Risk Assessment Tracking Tool environment.
6. Contractor agrees to identify risks and issues consistent with the obligations set forth in paragraph # 1 of Task # 3, above, and as follows:
 - a. Contractor shall make and record in the online Risk Assessment Tracking Tool a determination as to the relative importance and priority of each risk or issue Contractor identifies.
 - b. Contractor agrees to note which risks and issues might have significant adverse impact to VHC.
 - c. Contractor agrees to note whether each risk or issue is within or outside of VHC's control.
 - d. Contractor agrees to prioritize risks and issues based on its assessment of the probability and consequence of each risk and issue so that the State receives guidance from the Contractor related to areas of greatest concern and areas in which to focus mitigation or remediation efforts.

13. TASK 3b – Recommended Risk/Issue Responses and Action Plans

1. Contractor agrees to exercise its professional expertise and best efforts to prepare action plans that recommend remediation and which enhance opportunities and minimize threats to progress.
2. Contractor agrees to prepare such action plans for all risks and issues which, in the opinion of Contractor, warrant action. Contractor agrees to express a recommendation for all risks and issues, stating whether or not action is recommended. Contractor agrees to convey each action plan to the State Program Manager, or designee, if any, within three (3) business days of finalizing each such action plan.
3. Contractor agrees to monitor the execution of action plans and shall evaluate their effectiveness, track and review residual risks, and identify any new risks or issues by:
 - a. Attending and participating in VHC meetings;
 - b. Observing project management activities and processes; and
 - c. Conducting targeted interviews with key project staff.

14. TASK 4 Overview – Review and Evaluate DDI Vendor Deliverables

1. Contractor agrees to conduct formal, independent, and detailed assessments of the deliverable expectation documents (DEDs) and DDI contract deliverables.

- a. Contractor agrees to assess those DEDs and DDI contract deliverables for completeness, for any potential risks or issues, and for alignment between the DDI Vendor's contract deliverables and contractual requirements, CMS certification requirements, and State needs.
- b. For each DDI contract deliverable, Contractor shall first review and make recommendations specific to the DED provided by the DDI vendor.
 - i. Contractor shall validate the documents, policies and procedures utilized and created by the DDI vendor.
 - ii. Contractor shall verify and validate the existence of the deliverables, and shall document any deficiencies identified in the deliverables.
2. Contractor shall recommend a plan for the remediation of identified deficiencies.

15. TASK 4a – Deliverable Review Procedures

1. Contractor agrees to include as a component of the Quality Management Plan for this QA/IV&V engagement a set of DDI Deliverable Review Procedures. Contractor agrees to incorporate this set of DDI Deliverable Review Procedures in Contractor's Comprehensive QA/IV&V Plan.

16. TASK 4b – Review of Deliverable Expectation Documents

1. Contractor agrees to review the DDI vendor DEDs to assess adherence to IEEE 1012 standards as applicable.
2. Contractor shall make recommendations for deliverable acceptance criteria to ensure the DEDs and subsequent deliverables are thorough and comprehensive and meet State and federal requirements.

17. TASK 4c – Deliverables Review and Recommendation to Accept/Reject Deliverables

1. Contractor agrees to review and evaluate the DDI vendor deliverables for correctness, accuracy, completeness, and readability within five (5) business days after the DDI vendor submits the deliverable to the State.
2. Contractor agrees to use appropriate industry standards and guidelines when reviewing the DDI vendor deliverables.
 - a. Contractor shall vary its approach to reviews according to the guidance set forth in IEEE 1012-2012 for each phase of the software development life cycle (SDLC) to ensure that the deliverables meet the expectations set forth and agreed to in the DED for each deliverable.
 - b. Contractor shall lead the deliverable review meetings with the State and shall, as appropriate, document findings and recommendations to either accept or reject the deliverable.

18. TASK 4d – Track and Report Status of Actions to Address Deliverable Deficiencies

1. Contractor agrees to track each identified deficiency from point in time when Contractor identifies the deficiency until each deficiency is resolved.
2. Contractor agrees to report the status of actions to address deficiencies in the QA/IV&V Bi-Weekly Status Report deliverable, which is an output of Task # 5a. During the normal course of project execution, Contractor and State shall continue to evaluate the deliverables, any subsequent changes to deliverables required to address deficiencies, and the impact of these required changes on the IE program.

19. TASK 4e – Facilitate Review Meeting and Create Meeting Minutes

1. Contractor agrees to facilitate meetings to review QA/IV&V recommendations made pertaining to acceptance of deliverables and will create meeting minutes for these meetings.
2. Contractor will ensure that meeting minutes are complete and accurate and that all decisions, action items, risks, and issues are appropriately noted.
3. Contractor agrees to distribute meeting minutes to attendees within two (2) business days following the review meeting.

20. TASK 5 Overview – Report on Status

1. Contractor agrees to convene and to conduct Bi-Weekly Status Meetings with the State, in which meetings Contractor will inform the State of:
 - a. QA/IV&V activities and deliverables in accordance with the Work Plan;
 - b. Results from the ongoing risk and issues management task (Task 3); and
 - c. Any outstanding actions from the Review and Evaluate Vendor Deliverables task (Task 4).
2. At least two (2) business days prior to each bi-weekly status meeting, Contractor shall prepare a written Bi-Weekly Status Report addressing the following content and presented in a format to be designated by the State:
 - a. Reporting time period;
 - b. Summary of the current status (e.g., schedule, scope, budget, risks, issues) of the IE Program DDI.
 - c. Major activities and deliverables completed in the last reporting period;
 - d. Major upcoming activities and deliverables for the next reporting period;
 - e. Status of existing risks/issues;
 - f. Identification of new risks/issues; and
 - g. Other relevant topics (e.g., scope changes, decisions made)
3. In addition, Contractor shall:
 - a. Provide periodic executive status reports to stakeholders in relation to QA/IV&V reviews and recommendations;
 - b. Develop and deliver ad hoc reports to stakeholders regarding the QA/IV&V work progress and significant issues or barriers to progress;
 - c. Create and review with the State an Operational Readiness Review Dashboard report prior to the State's use of the developed production system for business operations and
 - d. Prepare and distribute minutes from the periodic meetings and ad hoc meetings.

21. TASK 5a – Status Reports and Status Report Review Meetings

1. Contractor agrees to produce and submit Bi-Weekly Status Reports that:
 - a. Summarize the QA/IV&V Work Plan activities;
 - b. Contain observations of Project activities, including issues and risks; and
 - c. Disclose any changes in the availability of Contractor Key Personnel.
2. In addition, Contractor agrees to include in the Bi-Weekly Status Reports a listing of all expected QA/IVV Contract Deliverables, expected delivery date, and the current status for each.
3. Contractor shall facilitate a status meeting to review the Bi-Weekly Status Reports with the State Program Manager or designee.
4. Contractor and State will agree to a schedule of dates for the delivery and review of these Bi-Weekly Status Reports within ten (10) business days of contract execution. The Bi-

Weekly Status Report review meeting will occur at a State office location to be specified by the State Program Manager within ten (10) business days of contract execution.

22. TASK 5b – Executive Status Reports and ad hoc Reports

1. Contractor agrees to create a Monthly Executive Status Report that includes a dashboard summary of VHC: key risks, an overall summary of Project Observations and Recommendations made by the Contractor's team, and a summary of progress from the prior executive review.
2. The Parties will establish a fixed date for the delivery of each Executive Status Report during the introductory meeting held pursuant to Task # 1, paragraph # 1, above. Contractor agrees to furnish Executive Status Reports on the delivery dates established during the introductory meeting. Contractor understands that the fixed-date may be periodically modified in accordance with changes in the schedule of State senior leadership team meetings.
3. Contractor agrees to provide ad hoc Reports as requested by State Program Manager, to address State-identified project topics.

23. TASK 5c – Operational Readiness Dashboard

1. Contractor agrees to develop and publish an Operational Readiness Review Dashboard report and to facilitate one or more meetings to review an Operational Readiness Dashboard at least ninety (90) calendar days prior to DDI in a production environment.
 - a. This Dashboard shall identify technical and functional tasks used to measure readiness for implementation.
 - b. Contractor agrees to customize the Operational Readiness Checklist consistent with requirements articulated by VHC Program Managers to meet VHC-specific needs.
 - c. Contractor agrees to maintain the Dashboard to track completion of Operational Readiness activities and to support implementation decision-making process.

24. TASK 5d – Meeting Minutes

1. Contractor agrees to document Meeting Minutes resulting from Bi-Weekly Status Report review meetings.
2. Contractor agrees to use its best efforts and professional expertise to ensure that minutes are complete and accurate and that all decisions, action items, risks, and issues are appropriately noted.
3. Contractor shall distribute Meeting Minutes to stakeholders, such as the HSE Senior Leadership Team, Executive Sponsor, and VHC management.
4. Minutes will be distributed within two (2) business days following a meeting.

Section XII: Increased Level of Effort (LOE) for Agreed Upon Services

1. The Contractor shall perform Quality Assurance (QA)/Independent Verification and Validation (IV&V) for Vermont Health Connect (VHC) services throughout the initial Design, Development, and Implementation (DDI) phase, for the 2014-2015 open enrollment period, and continued support for the summer and fall releases.

Key activities for QA/IV&V:

- Development of a Quality Management Plan, leveraged and expanded by program teams
- Support of DDI Vendor contracting discussions

- Establishment of QA/IV&V processes and tools to support ongoing IV&V services
- Deliverable Reviews and Recommendations for key DDI vendor deliverables
- Phase readiness Assessments
- Security Assessment Reviews and Recommendations
- Testing Validation Support
- Attestation to Centers of Medicaid and Medicare Services (CMS) for testing process and outcomes
- On-site support of CMS discussion, in Vermont and Baltimore, MD

2. The Contractor shall support the State in the development of the key domains that support the change from a Level 2 to a Level 3 client of the Contractor's Program and Portfolio Management (PPM) Maturity Model, and prepare the State for additional growth by providing independent assessment of processes, tools, and people in order to leverage the existing structures that have been built.

Specific target areas include:

- Vendor Management – codifying the Statement of Purpose developed and instituting Vendor Managers on existing procurements
- Budget Management – supporting processes of developing project-and procurement-level budgets with funding inputs and regular tracking of burn rates
- Contract Management – working with State staff, including Business Office and Contract owners, to manage and leverage contracting processes in alignment with the HSE process
- Business Analysis (BA) – Ensuring consistency of BA artifacts and leveraging the assets developed by the procurements in progress
- Program-level Project Management – codification of the strengths developed using the Program Managers assigned to projects and inter-relationships between Program and Project Managers

Additional tasks include:

- Extended discussions on the HSE Platform, including technical discussions
- In-person and telephonic meetings with State, Agency and Program leadership to discuss a breadth of topics and concerns
- Review of the Security Plan
- Development of an Access Remediation project review for the PMO
- Perform an Enterprise Master Patient Index (EMPI) study for Vermont Information Technology Leaders, Inc.
- Review project charters, often multiple times
- Review the outcomes of the Enterprise Business Process Management (EBPM) effort to determine impact to the projects by the mis- alignment between the terminologies used and introduction of new functional and technical requirements
- Provide risk analyses, in-person and phone meetings with project team and leaders on a

variety of issues

3. Additional Integrated Eligibility/Benefits Management re-procurement tasks include:

- Support for establishment of procurement processes and tools
- Support for executive-level financial reporting
- Extended Best And Final Offer (BAFO) support, including developing the BAFO letter, refining the questions, defining the evaluation criteria and process, contributing to BAFO evaluation, analyzing cost responses, and facilitating the vendor selection meeting
- Continued on-site and remote advisory services for the project team as required

4. Additional LOE for Core MMIS procurement tasks include:

- Support of risk identification, analysis and mitigation planning
- Support for briefing of key procurement topics with HSE, AHS and State leadership teams
- Ongoing ad hoc advisory support for team members in project tasks
- On-site support as required throughout this timeframe
- On-site support for procurement site visit, including planning, active participation, analysis and debrief
- Re-procurement analysis and initial planning

5. Additional LOE for Care Management re-procurement includes

- Review and vetting of vendor minimum mandatory qualification responses
- Make recommendations about how to structure costs to maximize Federal Financial Participation (FFP)
- Complete a full cost bid analysis
- Develop the list of potential Vendor cost questions
- Facilitate the meeting to finalize the cost review

5. 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
		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
Allocated - 41632			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
Allocated - 41632			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 MMIS and envisioned new MMIS solution.	\$0
		Non-Functional Requirements	Functional Requirements Enhancement Recommendations and Road Map	\$65,000
Allocated - 41632			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
			\$0	
		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	\$0
		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 22 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:	\$0	
			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	

			2 additional Quarterly Health Check Reports for PMO Health and Services Enterprise Program (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 2 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;	\$528,000
			Quarterly Invoice for \$160,000 for each Quarterly Health Check Report and Recommendations	\$320,000
			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	Allocated - 41632	Quality Assurance Oversight (IV&V) -	Preparation and support of up to two (2) on-site meetings in the national capital area with	\$25,500

(VHC R1)		Project Level	Federal funding partner for VHC Release 1	
			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 EP MO and CMS Requirements	\$0
			Final RFP Response Templates for State Review	\$0
			RFP Evaluation Tools	\$0
IE	E &E 90/10 - 37716	Quality Assurance Oversight (IV&V) - Project Level Procurement Support	Integrated Eligibility QA / IV&V Vendor RFP	\$170,000
			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 EP MO and CMS Requirements	\$0
			Final RFP Response Templates for State	\$0

			Review	
			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
Section XI		IV&V January & February 2016	QA/IV&V Plan	\$48,000
Section		LOE	Increased Level of Effort for Agreed Upon	\$320,000

XII			Services	
		Total Contract Value		\$7,727,530

6. 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 9/1/15, which is an attachment to this Amendment 4 beginning on page 22 of 33.
7. By deleting Attachment E (Business Associate Agreement) revised 9/21/13, beginning on page 30 of 41 of the base agreement, and substituting in lieu thereof Attachment E revised 5/5/15, which is an attachment to this Amendment 4 beginning on page 26 of 33.

This amendment consists of 33 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.

STEVEN COSTANTINO, COMMISSIONER DATE

PHILLIP CUMMINGS, SR. DIRECTOR DATE

ATTACHMENT C: STANDARD STATE 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.

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, 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 18.8.

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)