

AMENDMENT

It is agreed by and between the State of Vermont, Department of Vermont Health Access (hereafter called the "State") and McKesson Health Solutions, a division of McKesson Technologies, Inc., (hereafter called the "Contractor") that the contract on the subject of purchase of clinical library software license, effective November 10, 2011, is hereby amended effective June 23, 2014, as follows:

1. By deleting on page 1 of 37, Section 3 (Maximum Amount) and substituting in lieu thereof the following Section 3:

3. Maximum Amount. In consideration of the services to be performed by Contract, the State agrees to pay Contractor, in accordance with the payment provisions specified in Attachment B, a sum not to exceed \$405,573.24.

2. By adding to Attachment A beginning on page 2 of 37 the following Scope of Work:

Evidence-Based Behavioral Health Criteria Content

The State utilizes evidence-based InterQual Criteria to help make medical necessity determinations. The Contractor shall provide the State with access to its Evidence-Based Behavioral Health Criteria content. The depth of the criteria shall enable the State to consider behavior, symptoms, functions, social risks, and social supports while the comprehensive range of level of care alternatives shall allow for movement up and down the continuum of care. It shall be age specific for ages four (4) through the life cycle and shall not be dependent on a diagnosis code. InterQual Behavioral Health Criteria should be based on the behavior and symptoms presented by the individual to enable care that is tailored to the individual's specific needs.

The Contractor shall also provide access to InterQual Online Anonymous Review, which shall enable the State to perform interactive, web-based reviews without specifying patient data and to be able to transfer the results into another application. The Contractor shall also provide access to InterQual Online and InterQual Interrater Reliability Suite, which allow reference only access via the web and measures how well State staff understand the review process and how consistently they apply InterQual Criteria, respectively.

The InterQual Health content shall include the following services:

InterQual Behavioral Health Criteria	Description
InterQual Child Psychiatry Criteria	For the review of patients age 4 to 12 years
InterQual Adolescent Psychiatry Criteria	For the review of patients age 13 to 17 years
InterQual Adult Psychiatry Criteria	For the review of patients age 17 to 65 years
InterQual Geriatric Psychiatry Criteria	For the review of patients over age 65
InterQual Substance Use Disorders and Dual Diagnosis Criteria	For the review of adult patients 17 years and older and adolescent patients age 13 to 17
InterQual Residential & Community-Based Treatment Criteria	For the review of child to adult residential and community based treatment (age 6 to 65 years) and adolescent and adult substance use treatment (age 13 and older)

In addition to providing access to InterQual systems, the Contractor shall provide training to the State. Training details include:

Service Description: Contractor shall provide the following items:

- Customized training curriculum for InterQual Behavioral Health Criteria users;
- Instructor led, (2) day, 6.5 hour each, onsite training in the use of the InterQual Behavioral Health Criteria;
- (2) hour Web-based training to be completed by State staff prior to on-site training, per module; and
- Post training support throughout the life of this agreement for people attending the training in order to resolve follow-up questions.

Training Format

- State staff will receive in-classroom training for up to 20 students total. These trainings will be instructor led, both lecture and hands-on workshop format, to ensure that all participants have comprehensive exposure to the InterQual Behavioral Health system that they are being trained to use. Trainings will be held onsite at the State's premises in Williston, Vermont. The State is responsible for reserving and arranging all space necessary for the Contractor to complete the trainings.

Training Curriculum

- The State expects the instructor(s) to use InterQual training manuals. The State will receive all training materials at least two (2) weeks prior to holding the training(s) for the State's review and approval. The Contractor shall submit the instructor-led training manuals to the State via Fedex. No changes, modifications, or amendments of the content of an approved curriculum shall be effective unless reduced to writing and signed by the duly authorized representatives of both the State and Contractor.

Period of Performance

- June 23, 2014 – November 9, 2014

Contractor Requirements

- Training will be provided by a certified expert in the tools;
- Contractor will provide the training manuals; and
- Contractor will provide CUE certification to students for course completion/online web-based modules/evaluation.

State Requirements

- State will provide a room, projector, and student and instructor personal computers loaded with appropriate software. The Contractor shall notify the State, at least two (2) weeks prior to any training, of any State equipment or materials necessary to conduct the trainings. All requests shall be reduced to writing and approved by the State.

Travel

- All travel and expenses shall follow State of Vermont, Bulletin 3.4:
http://aoa.vermont.gov/sites/aoa/files/AOA-Bulletin3_4-May-13-13.pdf

Contractor Training Services

ILS Training Package (MHS9865-M)	Number of Participants	Fee
<u>ILS BH: InterQual[®] Behavioral Health with Anonymous Review (Child, Adolescent, Adult, Geriatric, Residential, Substance Use Disorders & Dual Diagnosis)</u> <ul style="list-style-type: none"> ILT - BH: InterQual[®] Behavioral Health (on-site) 	Up to 10 participants Material: 75005598	\$7,000.00
<u>Adding up to 10 additional state staff for InterQual[®] Behavioral Health with Anonymous Review training</u> <ul style="list-style-type: none"> rate of \$600 per person up to 10 participants not to exceed \$6,000 	Up to 10 participants Material: 75005598	\$6,000.00
<u>Travel Expenses</u> Travel expenses for the initial 10 participants. Additional training participants will increase the duration of the training as well as travel related expenses.		\$2,000.00
Fixed Fee Total:		\$15,000.00

Statement of Project Scope

The Services listed in the Service Pricing table includes InterQual Services in accordance with the McKesson Health Solutions Guide to Standard Implementation and Training Services (“Services Guide”).

Assumptions

- The Services provided hereunder will be in accordance with the McKesson Health Solutions Implementation Services and Training Guide (“Services Guide”), which may be amended from time to time at McKesson’s discretion and is incorporated herein by reference.
- State will incur additional fees and training material costs for each additional participant beyond the agreed upon maximum number of participants identified herein and/or each additional instructor-led session requested beyond the McKesson recommended number of session(s). State will be billed separately for additional participants attending an instructor-led session without pre-registering and/or being covered by this Amendment No 3.

- State acknowledges that Services will be provided only for Facilities licensed under the Agreement.
- Training Services will not be carried over from prior years.
- Training includes all applicable self-paced trainings.
- All applicable self-paced trainings should be completed prior to any ILT session(s).

Definitions

- “Fixed Fee (FF)” means that the Services will be delivered by McKesson at a set price, determined by McKesson, taking into account the project scope and the time and resources necessary to complete the Services.
- “ILT” means on-site instructor-led training at State’s site.

Geographical Area: Contractor shall provide services onsite with State staff at one of the State’s Williston office buildings.

Goals & Objectives: The goal of this contract is to provide essential InterQual Training Service(s) to State staff in order to have properly trained and proficient administrators and advanced users of the InterQual Behavioral Health Criteria products.

Outcomes: State staff will be properly trained and proficient in InterQual Behavioral Health Criteria products.

Deliverables:

- Up to 20 State employees participate in InterQual Training: ILS BH InterQual Behavior Health with Anonymous Review (Child, Adolescent, Geriatric, Residential, Substance Use Disorders, and Dual Diagnosis);
 - CEU certification for completion based upon completion of training program, web-based modules, and evaluation;
 - Access to online web-based modules; and
 - Training manuals provided by Contractor for the on-site trainings;
3. **By adding to Attachment B beginning on page 10 of 37, Part III. Evidence- Based Behavior Health Criteria payment schedule:**

The State is granted a license to the following products for a License Term beginning on June 23, 2014 and ending on November 9, 2014. The Initial Term of this Agreement will not renew automatically.

Facilities (name / address)	Number of Copies	Term/Perpetual Software	Software/Clinical Content/ASP Services	Covered Lives
Department of Vermont Health Access 312 Hurricane Lane - Suite 201 Williston, VT 05495			MEDICAL MANAGEMENT SOFTWARE AND CLINICAL CONTENT	
			InterQual® Clinical Content:	
			InterQual® Level of Care Criteria:	
	0	Term	Adult Psychiatry	160,000
	0	Term	Geriatric Psychiatry	160,000
	0	Term	Adolescent Psychiatry	160,000
	0	Term	Child Psychiatry	160,000
	0	Term	Residential & Community- Based Treatment	160,000
	0	Term	Substance Use Disorders & Dual Diagnosis	160,000
			MEDICAL MANAGEMENT APPLICATION HOSTING SERVICES	
			InterQual® Interrater Reliability Tools:	
	Available Online	Term	Standard Tests	160,000
			CareEnhance® Clinical Management (CCMS®):	
	Available Online	Term	InterQual® Online Anonymous Review - Standard	160,000
Price:				\$15,801.24

Third-Party Software and Clinical Content List
Third-Party Software/Clinical Content for CCMS (including CERME):

Facilities (name/address)	Software/Clinical Content
Department of Vermont Health Access 312 Hurricane Lane – Suite 201 Williston, VT 05495	Microsoft SQL Server for IQ Online

4. By deleting on pages 29 through 32 of the base agreement, and as previously amended, Attachment C (Customary Provisions for Contracts and Grants) in its entirety, and substituting in lieu thereof the following Attachment C:

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 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.

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

This amendment consists of 10 pages. Except as modified by this amendment and any previous amendments, all provisions of this contract, (#20829) dated November 10, 2011 shall remain unchanged and in full force and effect.

STATE OF VERMONT
DEPARTMENT OF VERMONT HEALTH ACCESS

CONTRACTOR
MCKESSON HEALTH SOLUTIONS, LLC

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