

AMENDMENT

It is agreed by and between the State of Vermont, Department of Vermont Health Access (hereafter called the "State") and Health Dialog Services Corporation (hereafter called the "Contractor") that the contract on the subject of providing coach training services and the license rights to Health Dialog's proprietary materials for use in a pilot program, effective May 4, 2012, is hereby amended effective October 1, 2012, as follows:

1. By deleting on page 1 of 19, Section 3 (Maximum Amount) and substituting in lieu thereof the following Section 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 \$ 80,000.

2. By adding to end of Section B.1. on the top of page 5 of 19, Attachment A (Scope of Work to be Performed):

Expanding on one of the 5th on-site workshops in the original contract, the Contractor will provide faculty, training materials, educational aids (printed materials and audio visual equipment), and supplies over the course of four months during the contract term for a learning community focused on embedding shared decision making in primary care practices.

The learning community will include:

- 1) an on-line learning platform hosted by the State for which the contractor will provide bi-weekly reflection questions and feedback to participants; through the completion of the 5th training.
- 2) two self-paced learning modules with facilitator feedback;
- 3) a one-hour virtual classroom questions and answer session with participants;
- 4) the final onsite, instructor-led "classroom learning" workshop (the 5th of 5 sessions from the original contract).

The total enrollment for the learning community will be up to 15 participants who attended one of the 4 initial training sessions.

The learning community will focus on skills application through use of the SDM Training Materials set forth in Table 2 of the original contract agreement. Additional participants and/or sessions may be added upon written request and mutual agreement by the parties.

The State and the Contractor will work together to develop the learning community curriculum. At least three weeks (15 business days) prior to commencing the learning community, the Contractor will provide the final curriculum to the State in writing. The curriculum is subject to the State's approval. Any feedback on the final curriculum by the State will be provided at least two weeks (10 business days) prior to the training; in the absence of feedback, the Contractor will consider the curriculum approved.

3. By adding to section 1.c. on page 8 of 19, Attachment B (Payment Provisions):

Within thirty (30) days following the completion of each learning community virtual activity, the Contractor will invoice the State for services rendered. The Contractor may invoice for up to \$5,000 for the combination of virtually delivered curriculum for the learning community.

4. By deleting on page 8 of 19, Table 3. Costs and substituting in lieu thereof the following Table 3. Costs:

Table 3. Costs

Product	Cost Per Unit	Total
a. Decision Aid	500 Decision Aids at \$15/Decision Aid	\$7,500
b. Monthly Fee	12 months at \$4,166/month	\$49,992
c. Training Services Fee	5 trainings at \$3,000/training	\$15,000
d. Learning Community	Virtual training for learning community	\$5,000
e. Travel Expenses	\$501.60/training	\$2,508
		\$80,000.00

STATE OF VERMONT
DEPARTMENT OF VERMONT HEALTH ACCESS

CONTRACTOR
HEALTH DIALOG SERVICES CORPORATION

MARK LARSON, COMMISSIONER

DATE

MARK HAMPTON, CFO

DATE