

AMENDMENT

It is agreed by and between the State of Vermont, Department of Vermont Health Access (hereafter called the "State") and **Compuware Corporation** (hereafter called the "Contractor") that the contract on the subject of providing a disease registry system, effective 12/9/2010, is hereby amended effective June 30, 2013, as follows:

1. **By deleting on page 1 of 26 of the base contract, number 3 (Maximum Amount), as amended by Amendment #2, 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 \$8,431,531.00
2. **By deleting on page 1 of 26 of the base contract, Section 4 (Contract Term), as amended by Amendment #2, and substituting in lieu thereof the following Section 4:**
 4. Contract Term. The period of Contractor's performance shall begin on December 9, 2010 or upon signature of the State, whichever is later and end on June 30, 2014.
3. **By deleting on page 1 of 27 of Amendment #2, Attachment A (Specifications of Work to Be Performed) in its entirety, and substituting in lieu thereof the following Attachment A:**

ATTACHMENT A SPECIFICATIONS OF WORK TO BE PERFORMED

The State of Vermont recognizes that the Contractor provides a unique disease management and clinical tracking Service. By entering into this contract, the State agrees to purchase: operation, training, development, and maintenance services from the contractor as more fully defined herein.

The Covisint DocSite Service is provided in a browser base version on a web platform to the Licensees. The Licensee and its authorized Users hereunder may use, access, display, operate or otherwise interact with the Covisint DocSite Services, or any prior version for the same operating system, on any number of computers, workstations, terminals or other digital electronic devices in a clinic or office location. The Contractor will host the Covisint DocSite Service on its own server for use by Licensee.

Definitions:

For the purpose of this contract, the following definitions shall apply:

"ACO" means accountable care organization.

"Blueprint" means the Vermont Blueprint for Health.

"CDR" or "Clinical Data Repository" means Covisint's real-time database that consolidates data from a variety of clinical sources to present a unified view of a single Patient.

"Condition" means a disease, illness or health issue for which tracking, documentation or intervention is desired.

"Condition and Measure Set" means a logical relationship setup between a specific condition and set of associated Measures.

"Covisint DocSite Enterprise Service" or "Covisint DocSite Service" means Covisint's hosted service for Patient centric, all-condition chronic disease management with registry, point-of-care decision support and

community connectivity functionality that is used to manage chronic, complex and preventive health needs for individual Patients at the point-of-care and for populations of Patients over time.

“Covisint DocSite Patients Overage” means when the total number of unique patient records in the hosted service exceeds the base number.

“Covisint ProviderLink Service” or “Covisint ProviderLink” means Covisint’s internet-based, hosted application that provides a communication and workflow engine to enable the sharing of administrative and clinical personal health information.

“Integrated Health Record” or “IHR” means a virtual aggregate of data elements within Covisint DocSite that provides a patient-centric view of the data and which can be viewed across practices in a community view.

“Licensee” means a hospital, physician practice, or other health care provider participating in the “Vermont Blueprint for Health” that is permitted access to the Covisint DocSite Service for the purpose of treatment and management of patients.

“Measure” means a quantifiable basis for comparison; a reference point against which other things can be evaluated; a method for evaluating or tracking a point of data. Measures are derived from evidence-based clinical guidelines and indicate whether or not, or how often, a process of care or outcome of care occurs. Each Measure contains attributes (e.g., measure responses, unit of measure, goals, category for display) that facilitates standardization and reporting of data and workflow.

“MPI” means master patient index.

“Patient Context” means the linking of information within an application with a specific patient identifier.

“PQRS” means physician quality reporting system.

“Practice Integrations” means data source integrations with physician practices with one connection and up to one standard data type as defined in the Covisint Docsite integration guide.

“Problem Resolution Team” means the leadership team with membership from the State, Vermont Information Technology Leaders (VITL) and Covisint that provides organizational leadership and advice to define and prioritize projects and expedite solutions.

“Provider” means a physician, nurse practitioner, physician assistant or other licensed individual with an independent license to provide healthcare services.

“RLS” means record locator service.

“Sprint” site means a clinical site selected to a focused activities to improve end-to-end data integrity.

“SSO” means single sign on.

“User” means a person authorized by the State to use the Covisint ProviderLink Service or Covisint DocSite Enterprise Service.

“VHIE” means Vermont Health Information Exchange.

“VHIE ID” means unique patient identifier assigned by VHIE.

“Visit Planner” means a Covisint DocSite Enterprise Service report containing alerts and reminders for Patients which require follow-up visits and tests.

Responsibilities of the Contractor:

- 1) Operation and maintenance of the Covisint DocSite and Covisint ProviderLink Services, including web portal for use by the State and participating partners;
- 2) Work with the State to implement the Covisint DocSite and Covisint ProviderLink Services at participating practices and providers as further outlined in this contract;
- 3) Create training plans and will train and support Covisint DocSite and Covisint ProviderLink Service Users as further outlined in in this Contract;
- 4) Participate in the mapping of existing source data systems against the core State Blueprint data dictionary, establish and assist with implementation of plans to optimize guideline based data elements in the provider setting as further outlined in in this Contract;
- 5) Maintain the Covisint DocSite and ProviderLink Services and provide periodic enhancements available through product releases. Additional enhancements beyond those outlined in Task 5 and 6 to software functionality or development of additional tools to support the practices will be subject to a mutually agreed Statement of Work and additional fees and further reduced to a contract amendment signed by both parties;
- 6) Adherence to applicable federal and state standards and best practices related to system operations, including National Institute of Standards and Technology standards;
- 7) Participate in management and implementation team structures and processes as outlined in Task 24
- 8) Conduct the business of this contract in coordination and collaboration with the State and its other contractors to work toward the achievement of the following goals that health information is available at the point of care that:
 - a. Is up to date and accurate;
 - b. Can be shared with patients and providers as necessary and appropriate;
 - c. Allows for measurement and improvement over time.
- 9) Develop methods and systems for aligning work with the State's objectives as outlined in this contract for evaluating and reporting on the Contractor's own performance, and for responding to any deficiencies in a timely and visible manner.
- 10) Provide a dedicated development resource in the Covisint team supporting the contract.

Responsibilities of the State:

- 1) Assign a resource that will be Covisint's primary contact, such primary contact may vary across different task or project areas of the contract.
- 2) Provide consistent direction and guidance for task and project areas of the contract.
- 3) Provide project management resources sufficient to support the work defined within this contract.
- 4) Provide clear definition and specifications for identified development activities.
- 5) Set up and participate in management and implementation team structures and processes as outlined in Task 24.

Tasks:

- 1) The Contractor will identify and provide staff persons for the State's Blueprint for Health activities, sufficient to complete the tasks described within specified timelines. Necessary travel by these staff persons in connection with their duties under this contract is budgeted to be included in the amount of this contract. These staff persons will function as the point of contact for State/Contractor activities.
- 2) The Contractor will provide direct support and training to: practices, community health team

members, Medicaid Care Coordinators, State staff and other providers as designated by the State.

- 3) As relating to this contract the Contractor shall serve as the conduit for all reasonable and applicable communications and deliverables between contractor(s) and the State, and between contractor(s), VITL, and practices.
- 4) The Contractor will provide direct support and training to: practices, State staff, other contractors, and, partners as effective use of the Covisint DocSite and Covisint ProviderLink Services are implemented. The Contractor shall serve as the conduit for all reasonable and applicable communications and deliverables between contractor(s) and the State, and between: contractor(s), VITL, and practices. The Contractor will train at least two “Super Users” per participating Health Service Area (HSA) during the term of this contract. Currently there are 13 participating HSA’s within the State of Vermont. Trainings may include a mixture of the following: Face to face training, webinars, documents and telephonic support.
- 5) Contractor will complete the development, quality assurance testing, and production level deployment into the Covisint DocSite Service for general use by providers of:
 - a) Expansion of currently active condition/measure modules to include utilization specific, and pharmacy specific measures against benchmarks at a plan level and the development of related reports on an aggregate level for Medicaid, the practices, the HSA level, and the patient level.
 - b) Up to five additional condition/measure modules, along with associated dashboard reports, as outlined in a module development plan to be developed jointly by the Contractor and the State and ultimately approved by the State. Condition/measure modules to be considered for development may include chronic pain, adult obesity and cardiac measures (IVD/CHF/CAD) to comply with PQRS/Meaningful Use, ACO reporting, and a Data Quality Dashboard Report. The Data Quality Dashboard Report will be designed to capture the on-going status of the summary data quality at a provider level, and will include the development of a method within Covisint Docsite to accurately capture and store monthly summary data quality status for each provider for comparison purposes across a period of time, and a trending (time comparison) report using summary data to compare data quality status per provider.
 - i) To support this work, the State will:
 - (1) Assign a resource that will be the State primary contact;
 - (2) Provide clear definition and specifications for the requested condition/measure module development;
 - (3) Approve specifications and requirements for defined condition/measure sets;
 - (4) Participate in the quality assurance and integration tests in order to provide validation and feedback to the Covisint QA team during testing;
 - (5) Assign appropriate personnel for definition and review of condition-measure sets;
 - (6) Sign off and approve delivered condition-measure set.
- 6) Maintain previously developed condition/measure sets, such as: health maintenance, diabetes, hypertension, asthma, coronary artery disease, Vermont Quit Network, Asthma Management and Tobacco Cessation Initiative, Healthy Living Workshops, and Ladies First through an annual review of these measure sets to accommodate revisions to national guidelines and/or State specific needs.
 - a) Standard Dashboard Reports will be revised as applicable based on the annual review of condition/measure sets. Changes to the dashboard reports requested outside of the annual review

and/or creation of custom reports not included in Contractor’s standard dashboard report offering will be subject to a Statement of Work and fee schedule, reduced to writing in an amendment.

- b) The annual maintenance review and the deployment into production of any required changes shall occur through a process and schedule approved by the State.
- 7) The Contractor will provide a secure and robust website for the Covisint DocSite Service, including: web monitoring, maintenance, updating, data and application backups. The Contractor will log onto the Covisint DocSite Service website weekly to ensure that the website is functioning properly. During the contract period, this sign on frequency may be revisited should it be found that a weekly sign on is too frequent, or not frequent enough to maintain a functional website. Pursuant to the National Institute of Standards and Technology (NIST) publications, the design and implementation must take into account security standards and controls. (For details on NIST publications, see: <http://csrc.nist.gov/publications/PubsSPs.html>)
- 8) The Contractor will attend technical IT calls with HSA’s involved in implementing the Covisint DocSite Service as part of the statewide roll-out of the Vermont Blueprint for Health, and serve as a resource for questions, information, and training. The Contractor will be considered part of the Blueprint IT Team, which includes: State staff, Contractor staff, VITL staff and other State contractors.
- 9) The Contractor will enter into any required Business Associate Agreements (BAAs) between Contractor and any HSA practices that are Covered Entities under the HIPAA statute and are directly connected to the Covisint DocSite Services.
- 10) The Contractor will track and manage use of the Covisint DocSite Service, and maintain a budget for the purpose of approving Users of the Covisint DocSite Service. The Contractor will provide to the State monthly and otherwise as requested by the State a report of Users that includes information about each User’s frequency of use of the Covisint DocSite Service; such report shall be in a format approved by the State.
- 11) The Contractor will provide software in a browser base version on a web platform. The Licensee and it’s authorized Users hereunder may use, access, display, operate or otherwise interact with the Covisint DocSite Service on any number of computers, workstations, terminals or other digital electronic devices in a clinic or office location. The Contractor will host the Covisint DocSite Service on its own server for use by Licensee.
- 12) The Contractor agrees to the following Maintenance and Service Terms.

Contractor Classification of Defects. “Support Services” consist of the Contractor’s investigation and correction of any defects or deficiencies in the Covisint DocSite and Covisint ProviderLink Services (problems with the Covisint DocSite Service that cause it not to perform all functions substantially as described in the Subsequent documentation) that Licensee reports to the Contractor (a “Defect”). Classification of Defects and their associated Support Service schedule follows:

	Acknowledgement *	Patch**	Fix***
Level One: Anything that renders inoperative the then current release version of the Covisint DocSite Service.	Within 2 hours	48 hours	12 business days

Level Two: Anything that has a negative impact upon Licensee’s ability to perform its normal business functions and for which there is no alternative procedure available.	Close of business day	3 business days	Release of next version of the Covisint DocSite Service
Level Three: Anything that has a negative impact upon Licensee’s ability to perform its normal business functions but for which there is an alternative procedure available.	Close of business day	10 business days	Release of next version of the Covisint DocSite Service
Level Four: Anything that does not fit into any of the above classifications.	Within 2 business days	To be scheduled with Licensee	To be determined by Contractor

* If Licensee reports the Defect by voicemail or email, the Contractor will place a return call to Licensee to acknowledge receipt of the message and to begin investigation and correction of the Defect.

** A patch is a work around, circumvented procedure, bug fix or updated release.

*** Official fix, update fix or enhancement.

Covisint Docsite Response Times. The State will instruct Licensee to report Defects by telephone, voicemail or email to the Contractor. If the Contractor is unable to resolve the Defect immediately on the phone, the Contractor will assign a tracking number and one of the above classifications. On a twenty-four (24) hour, seven (7) day a week basis, the Contractor will respond to, and use commercially reasonable efforts to correct the Defect by Secure Electronic Access within the time frames set forth above. Support between the hours of 5:00 pm and 8:00 am EST of the Authorized User will be for support issues related to the User’s inability to use the Covisint DocSite Service. Non-emergent after-hours support, such as helping set up User sites, non-Covisint DocSite Service reporting issues, training on data entry, etc, will be provided on a mutually agreed time and materials basis.

- 13) The Contractor will manage a Bi-Directional Connectivity Interface between the Covisint DocSite Service and the VITL exchange hub with the following deliverables:
 - a) ADT records added to the VHIE from the Covisint DocSite Service;
 - b) Records will acquire a VHIE ID;
 - c) Records will be returned to the Covisint DocSite Service by VHIE/VITL;
 - d) Records will be processed using IHR MPI and updated in Covisint DocSite Service
- 14) The Contractor will maintain the Medicaid Care Coordination Feed/Site with the following deliverables:
 - a) Covisint DocSite Service site set up

- i) Supports Vermont Blueprint for Health conditions and measures
 - b) Standard Interface
 - i) Members (patients)
 - ii) providers (if member/provider X ref provided)
 - iii) Medical Claims
 - (1) Complete testing of Medical Claims data integration in QA and perform UAT with Medicaid identified Users
 - (2) Perform initial load of Medicaid Claims into production
 - (3) Routinely process claims data submitted by Medicaid
 - (4) Establish User accounts and process eligibility file to support Medicaid roll out of staff access
 - (5) Establish display and reporting functions in Covisint DocSite to show Medicaid claims data and appropriate measures, such as ED visits, in-patient discharges, and pharmacy profiles.
- 15) Ad Hoc Services: The Contractor agrees to work with the State to define scope, deliverables and pricing for certain ad hoc services, as listed below at such future time as appropriately defined, mutually agreed by the parties and allowed by the budget associated with these contracted services. The ad hoc services may include, but not be limited to:
- a) Disease ID for all current Vermont Blueprint for Health managed conditions and all new managed conditions added during this contract period. This process mines claims information to determine the appropriate managed condition assignments for each patient.
 - b) Blue Button Solution to support patients in accessing their electronic health record information.
 - c) Onpoint Claims Data Integration. Upon the successful completion of a proof of concept project for matching unique patient across the Vermont multi-payer claims data set and the Covisint Docsite clinical data set, the parties may decide to pursue a project to more fully integrate Vermont claims data into Covisint Docsite.
 - d) Drug list by patient information to be integrated into Covisint DocSite.
 - e) SSO with Patient Context capabilities for select sites, such as FQHCs and Fletcher Allen.
 - f) Patient-provider attribution payer file integration into Covisint Docsite to provide a scaleable solution to the active-inactive patient status in the ADT information.
 - g) Implement facility census tracking to enable providers to monitor their patients' admission, discharge, or transfer events. The data that populates the census comes to Covisint DocSite via an HL7 ADT feed from the admitting inpatient facility.
 - h) Data Quality Portal to assist Blueprint data contributors to maintain data quality post demonstration site; provide status on routine EHR provider and patient maintenance; and future practice activities affecting data integrations.
 - i) Mental Health Resource and Referral Registry to assist practices to identify mental health professionals and their services that are available in their community for the purposes of patient referral.

- j) Dual Eligibles Project – at such time that the State of Vermont and the Centers for Medicare and Medicaid Services have an agreement to implement a Dual Eligibles Demonstration, the parties may agree to modify the scope of this contract to include tasks to enable Covisint Docsite to be utilized as the Care Management tool for beneficiaries eligible for both Medicare and Medicaid, and to modify the payment provision accordingly.
 - k) Stone Data Base Feed to Covisint – Development of an interface between Stone Environmental and DocSite to use the data within the Stone Database to update the status of various providers in DocSite at the Vermont practices. This would involve matching on NPI to link the sites and providers within DocSite to the Stone Database, and creating an interface to allow this to happen on a regular basis.
- 16) The Contractor shall notify the State and Licensees 24 hours prior to a known downtime. The Contractor will make every attempt to schedule downtimes collaboratively with the State.
- 17) The Contractor shall provide copies of security plans, risk assessments, operational guides, policies and procedures pertaining to system operation, administration and maintenance, as requested by the State. The Contractor shall ensure secure data transfers as a participant of the State Health Information Exchange (“HIE”).
- 18) The Contractor will maintain separate environments for development, testing, training and production to meet security and audit standards related to security and change control.
- 19) At the expiration or termination (without cause) of this contract, Contractor shall provide the State with a record of all material historical data from the Covisint DocSite Service in a usable electronic format.
- 20) The Contractor will engage with the State, VITL, clinicians, and others as may be necessary to conduct approximately 25 end-to-end Sprint projects as detailed below and refined during the contract period by the Management Team specified in Task 24
- a) The specific number, locations, and kinds of Sprints will be assessed and refined by the Management Team, but the ultimate decision-making authority rests with the State;
 - b) Selection of each Sprint will be based on site and participant readiness and commitment to be part of a results-oriented, focused, and collaborative effort. Selections will be based on minimizing factors that make a successful Sprint less likely, including but not limited to: engagement and commitment of source site clinicians, engagement and availability of IT support for source site, input from the State’s Blueprint Project Manager on source site readiness, input from the Blueprint Facilitator on source site readiness, input from the VITL team and VITL project manager on source site readiness, input from the Covisint practice support team on source site readiness, current status of data transmission from source systems thru the VHIE to Covisint DocSite (demographic & clinical), and capability of source sites without an EHR to generate Demographic data backloads for direct use of Covisint DocSite as a clinical tracking system;
 - c) For each selected Sprint site, the Contractor will perform the following services to ensure end-to-end data integrity:
 - i) Perform a practice-level data audit on registration and clinical data to identify opportunities for data quality improvement

- ii) Implement solutions at the practice level to drive the following outcomes
- (1) Ensure that practice patients viewed in Covisint DocSite are reflective of the source system;
 - (2) Ensure that managed conditions have been accurately assigned based on the ICD coding data in the practice source system;
 - (3) Ensure that clinical measures have been accurately mapped based on the data available in the feed or flat file from the practice source system, including ICD9 and SNOMED as supported by the Covisint DocSite integration guide.
 - (4) Develop a project plan to implement ICD10 codes once they are ready to be widely used in the medical community. This project plan will reflect the level of detail that is known at the time that it is drafted and is a required deliverable by the end of the contract term and is subject for approval by the State.
 - (5) Develop a mutually agreeable plan for the implementation of LOINC code sets for each community, as supported by the Covisint Docsite integration guides.
 - (6) Ensure that the measure answers have been accurately mapped based on the data in the practice source system using the current Blueprint data dictionary;
 - (7) Ensure that all patient demographic data has been successfully mapped into Covisint DocSite to reflect the name, gender, date of birth, patient's active-inactive and death status, and patient-provider attribution from the source system, or other sources of truth, mutually agreed to by the parties.
 - (8) Use the state death registry to identify patients that are deceased within Covisint DocSite using an acceptable matching MPI algorithm based on state death registry data provided and provide a method to distribute data to all DocSite users once a month. Audit Visit Planner and Patient Alerts to ensure patient-level reports are correct
 - (9) Adopt mutually agreed best practices for maintaining data integrity moving forward which may include, but not be limited to:
 - (a) On at least a quarterly basis, ensure that the patient demographics correctly reflect:
 1. Provider attribution
 2. Active/inactive status
 3. Deceased patients
 4. Duplicate patients
 5. Race, Language, & Ethnicity
 - (b) On at least a quarterly basis, ensure that the clinical data is mapped and translated to the correct Blueprint data dictionary measure and associated answer.

- (c) On at least a quarterly basis, ensure that practice/provider information correctly reflect:
 - 1. Active/inactive Physician roster
 - 2. NPI number
 - 3. Site-Provider-Patient attribution
 - (d) Ensure that any new feeds or clinical flat files meet mutually agreeable minimum requirements before moving into production.
 - (e) Demonstrate and assist practice and Sprint resources to run reports to compare clinical data in DocSite to their EHR/EMR source systems;
 - (f) Incorporate data quality improvements for new and existing measures into annual data dictionary reviews; and
 - (g) Collaborate with the Management Team, VITL, vendors, and practices to identify and resolve practice data issues.
- d) The measure of success for Sprints is that accurate and reliable data is available to and displayed in Covisint DocSite reports, whether the data used to generate reports is entered directly into Covisint DocSite or is transmitted from other sources systems thru the Vermont Health Information Exchange (operated by VITL) to Covisint DocSite.
- e) The method to determine success will be an attestation process, developed and approved by the State with input from the Contractor, in which a lead clinician fills out and signs a simple survey attesting to the accuracy and reliability of information that is in Covisint DocSite generated reports. At a minimum, the survey will assess the accuracy and reliability of both demographic and clinical data. The State will identify one or more lead clinicians or one or more lead team members at each source site who are willing to consistently participate in the Sprint process, assist with problem solving, assist with review of Covisint DocSite report quality, and who are willing to be responsible for completing the survey on the accuracy and reliability of information in Covisint DocSite reports.
- f) The State will use the results of the survey to determine whether the Contractor is eligible for associated payments. The State will also take into account the overall experience and effort of the Contractor in the case that clinicians at a source site are unwilling or unable to engage in the Sprint process in a fair and reasonable manner.
- g) In the event that the State determines that clinician satisfaction is indeterminate, that engagement of source site personnel and clinicians is inadequate, that source site clinician expectations are unreasonable, or that unusual circumstances beyond the control of the Contractor prevent a successful Sprint despite a determined effort by the Contractor to make the Sprint successful, the State will award partial or full payment based on demonstrated efforts of the Contractor.

- h) The Contractor will be eligible for one-time payments for each new successful Sprint site (defined as end-to-end data use from a single source system, not on the number of practice sites using the source system), as follows:
 - i) For remediation sites (i.e. cleaning up existing data in DocSite)
 - (1) The Contractor will be paid \$10,000 upon the successful demonstration of accurate and reliable demographic information in Covisint DocSite reports.
 - (2) The Contractor will be paid \$15,000 upon the successful demonstration of accurate and reliable clinical information in Covisint DocSite reports.
 - ii) For new onboarding sites or Sprint field team support (i.e. limited or no historical data in DocSite)
 - (1) The Contractor will be paid \$5,000 upon the successful demonstration of accurate and reliable demographic information in Covisint DocSite reports.
 - (2) The Contractor will be paid \$10,000 upon the successful demonstration of accurate and reliable clinical information in Covisint DocSite reports.
 - iii) For manual sites (i.e. no feeds, just manual data entry directly into DocSite)
 - (1) The Contractor will be paid \$10,000 upon the successful demonstration of accurate and reliable demographic and clinical information in Covisint DocSite reports.
- 21) Additional end-to-end demonstrations will be conducted according to the same processes and procedures of Task 20 to accomplish the data and reporting requirements of Community Health Teams, SASH Teams, Medicaid Care Coordinators, Addiction and Mental Health Disorder Teams, and other subject matter modules as may be approved by the State.
- 22) ProviderLink Services means the Contractor's internet-based application that provides a communication and workflow engine to enable the sharing of administrative and clinical personal health information.
 - a) Ongoing service responsibilities for "ProviderLink" includes:
 - i) Covisint will build and maintain the selected State work flows listed below. This will include the initial set up of the workflows, and additional work that may be required to maintain expected performance such as break fix and minor updates that may be required to the work flows. The workflows identified by the State include:
 - (1) SASH
 - (a) SASH intake process
 - (b) SASH discharge planning/transition of care
 - (c) Medication management
 - (2) Community Health Teams
 - (a) Fax/other communications between CHT, practices and community providers
 - (b) Referrals
 - (c) Coordination of communications with patient – follow up appointments, referrals, etc.
 - (d) Transitions of care
 - (3) Medicaid UM:

- (a) Medical/dental prior authorizations
 - I. This item would also involve creating a standard “PA” form and functionality that would not accept a PA form if it did not include all of the required information
 - (b) Concurrent reviews
 - (c) Out of State medical elective
 - (d) Mental health concurrent review
 - (e) Future workflows could include: second level medical review, notice of decisions with a copy to fiscal intermediary, and real-time eligibility
 - (4) Medicaid Care Management
 - (a) Patient consent documents: uploading consents to the Department of Vermont Health Access (DVHA)/ Vermont Critical Care Initiative (VCCI) and placing into APS C3 system.
 - (b) Faxes to PCPs: various tools, care plans and documents.
 - (c) Discharge Planning Interface with “Northwest Medical Center” or “NWMC” “transition” committee
 - ii) Provide help desk support;
 - iii) Manage ongoing communications transports; and
 - iv) The Contractor may create a case study showing ProviderLink impact on the agreed upon success metrics.
- 23) Integrated Health Record (IHR) Services are required to migrate to a data sharing model within Covisint Docsite that provides a patient-centric view of the data, which can be viewed with required patient consents across practices in a community view. As such, the Contractor will provide a Master Patient Index, Record Locator Service, and Clinical Data Repository to its existing technology platform.
- a) The IHR will be defined within Covisint DocSite as a virtual aggregate of data points from more than one data source viewed by any authorized provider of care using the unique patient identifier from the MPI .
 - b) Governed by appropriate permissions on the part of providers and on patient consents consistent with policies of the State.
 - c) The IHR will require the implementation of a Master Person Index (MPI), Record Locator Service (RLS) and a Clinical Data Repository (CDR) to create a Covisint Docsite Community View, including such tasks as:
 - i) The MPI will not be slaved to the VHIE MPI and as such will require a custom tuning algorithm to appropriately reconcile unique patient identities. The MPI tuning algorithm will utilize the VHIE patient ID’s as one of its matching criteria and will weight in appropriately to optimize overall matching results;
 - (1) As part of the MPI services, Covisint will provide the DQM tool to assist the State in managing the integrity of the MPI records over time. The DQM tool supports an end user in determining if patient records should be merged or unmerged subject to the program governance structure.
 - (2) Should the State elect to delegate the performance on the ongoing DQM maintenance responsibilities to the Contractor, the Contractor agrees to work with the State to define scope, deliverables and pricing for DQM support services. The delegation will be

subject to approval by the State and must be allowed by the budget associated with these contracted services.

- ii) The CDR will exist in a single community and no migration of historical data from Covisint Docsite will be required.
 - iii) The Contractor shall allow access to an integrated patient record in the IHR community view only to providers who have documented that they have received a patient's consent consistent with the State's policies and requirements. There shall be no emergency or "break-the-glass" access (without patient consent) allowed into the IHR unless and until the Contractor presents a proposal for such access that meets Vermont's requirements and is approved by the State.
 - iv) An individual may request an audit report of access to his or her protected health information in the Covisint DocSite IHR. The Contractor shall provide the requested audit report as soon as reasonably possible and within 30 calendar days.
 - v) The Contractor shall provide informational materials and forms related to Vermont's patient consent requirements to providers and patients; such materials and forms will be provided by the Vermont Information Technology Leaders (VITL) or shall otherwise be substantially the same as those prepared by VITL.
 - vi) The Contractor shall ensure that a Business Associate Agreement (BAA) is in place for any provider organization before access to the IHR is allowed.
- 24) Management and Governance: The Contractor will fully participate in the following teams and processes that would operate to address overall program implementation, including: project priorities, monitoring, and status; project operational issues, interventions, and solutions; and opportunities for innovation.
- a) The Management Team – The core vision of the Management Team process is to coordinate and align the goals of all participating organizations in the Blueprint process so that no one organization is operating independently to forward their own agenda. The objective of the team is to bring together all Blueprint issues and make joint decisions and problem resolution around data quality and IT issues.
 - i) This team will meet either weekly or bi-weekly depending on the need, as well as on an ad-hoc basis if an urgent issue were to arise.
 - ii) The Management Team will review, discuss, and attempt to come to resolution on issues brought forward by the team or other entities and whenever possible attempt to expedite the decision making process by collecting sufficient contextual information prior to the meeting.
 - iii) The Management Team will be a resource for the Sprint field teams for decisions, planning, and guidance. Issues or problems will also be escalated to the Management Team whenever required for recommendations or problem resolution.
 - iv) The Management Team will always strive to reach decisions as part of a collaborative team process, but the ultimate decision-making authority rests with the State.
 - v) Members of the Management Team will be comprised of members designated each by the State, the Contractor, and Vermont Information Technology Leaders, such membership subject to the approval of the State.

- b) Implementation Team(s) – Implementation Teams may be created and authorized by the Management Team to act on specific projects and priorities. Implementation Teams meet as needed, but generally on a regular and intensive basis (e.g., 1-3 times per week) to closely monitor progress and direct action on projects and systems.
 - i) The responsibilities of Implementation Teams will be determined by the Management Team, but may include, but not be limited to:
 - (1) Provide a small focused team to work with a practice to achieve a defined set of goals
 - (2) Determine goals for practice and sprint field teams
 - (3) Consider objectives for multiple programs and initiatives including but not limited to:
 - (a) Data quality improvement
 - (b) EHR Meaningful Use
 - (c) Vermont Patient Consent
 - (d) NCQA Recognition
 - (e) Interfaces (ADT, CCD, Lab, RAD, Immunization and Transcribed Reports)
 - (4) Empower sprint field teams to identify issues, define and resource tasks, and achieve stated outcomes.
 - (5) Bring the sprint model successes to the sprint field teams
- c) Quarterly Monitoring, Reporting, and Adjustment – A quarterly evaluation of progress towards goals and of the processes of achieving the goals will be conducted by the Management and Implementation Teams. The evaluation process will be established and improved over time by the Management Team, and should include such measures as:
 - i) Performance toward meeting deliverable production;
 - ii) Separate and collaborative activity towards problem recognition and tracking;
 - iii) Separate and collaborative activity towards problem resolution;
 - iv) Practice (and patient) satisfaction reports;
 - v) Innovative thinking in:
 - (1) advancing generalizable deployment approaches
 - (2) designing working together processes that correct inefficiencies or accelerate progress
 - (3) identification of new, critical data integrity issues
 - (4) introduction of new initiatives and approaches to data liquidity
 - vi) Additional measures to be determined collectively, which could include:
 - (1) new methods for Covisint Docsite training
 - (2) use of data for new policy initiatives that advance population health
 - (3) use of technology for improved communication.
- d) Quarterly Adjustments – Reasonable adjustments to project plans, priorities, and resource allocations may be made by the Management Team based on the quarterly evaluations or at other times.

Deliverables: Contractor will:

1. The Contractor will provide monthly program and quarterly financial reports to the Contract Manager identified in Attachment B of this document. Monthly reports are due by the 15th day of the month end, quarterly reports are due starting January 31, 2011 and the last day of the month following each calendar quarter through June 30, 2014. Such reports shall describe and quantify:
 - listing of sites with active access or planned near term Sprint Sites
 - listing of providers who have been surveyed for Docsite accuracy and reliability and results of attestation where available
 - listing providers & Users with active access that includes information about each User's frequency of use of the Covisint DocSite Service and presents summary usage data for each month;
 - specifying status of each module development
 - specifying User support activity
 - progress and outcomes for tasks and deliverables as necessary and appropriate to support and justify performance-based payments specified in Attachment B
 - development activity mutually planned for the quarter with expected completion rates and completion dates
- 2) The Contractor will provide continued State access to a de-identified demo Covisint DocSite Service web site. The demo site will support demonstrations of functionality, run all current Covisint DocSite reports on de-identified data, and allow the State, or its designees, to login as a tester to validate application functionality and to determine where opportunities to develop additional capability
3. Contractor will facilitate the implementation of the Covisint DocSite Service by accomplishing the following, and as appropriate will comment on the highlights of the tasks below, in the monthly program reports:
 - a) **Governance:**
 - i. The Contractor will work collaboratively with the State to provide oversight for the implementation of the Covisint DocSite Service.
 - ii. The State and the Contractor serve as their own "change control board" to review and make recommendations on any requested modification or enhancement to the Covisint DocSite Service. The ultimate decision making authority rests with the State. Modifications or enhancements to the Covisint DocSite Service functionality will be subject to a mutually agreed Statement of Work and incremental fees.
 - iii. The State and the Contractor will agree upon a process for updates and changes that includes State participation to cause the least impact to existing operations and proper vetting and testing of all modifications to the Covisint DocSite Service. Public release of approved updated Covisint DocSite Service must be documented by Contractor.
 - b) **Implementation:**

The Contractor shall coordinate the implementation of the Covisint DocSite Services by participating practices and providers including but not limited to the following:

 - i. The Contractor will assist practices with their readiness prior to deployment of the Covisint DocSite Services.

- ii. The Contractor will work with the State and VITL to plan an implementation process to integrate/interface with software applications within physician offices. Implementation sequence and timetable will be at the direction of the Problem Resolution Team with final approval by the State.
- iii. The Contractor will assist practice staff and management with the integration of the Covisint DocSite Service functions with existing or modified practice workflows.
- iv. The Contractor will nurture and maintain Provider partner relations during the course of the project in order to promote and attain Covisint DocSite Service acceptance and adoption.
- v. The Contractor will track progress of implementations with: practices, the State, and vendors while acting as the key point of contact for issue management with all participating physician practices.
- vi. The Contractor will maintain an up-to-date referral network for questions that are better answered by other Blueprint IT team members including VITL and Electronic Medical Records (EMR) vendors.
- vii. Where appropriate, the Contractor will work closely with parties to establish data collection and submission processes associated with clinical reporting initiatives.
- viii. The Contractor will provide education and training during implementation and provide end-User assistance for the Covisint DocSite Service in physician/practice office setting.

c) Operations:

- i. The Contractor will provide assistance to local IT support staff for troubleshooting, network connectivity and Covisint DocSite Service performance issues.
- ii. The Contractor will triage reported problems and facilitate helpdesk support for the Covisint DocSite Service if necessary.
- iii. The Contractor will assist providers in day-to-day use of the clinical information system within the Covisint DocSite Service.
- iv. The Contractor will assist providers in the generation of requested reports obtainable via the Performance and Outreach Dashboard or Filter Wizard tools.
- v. The Contractor will receive and log provider requests for system or reports changes or enhancements for referral to the State for change control processing.
- vi. The Contractor will assist providers in validating their medical data within the Covisint DocSite Service reports.

d) Technical Assistance

- i. The State will make resources available for the purposes of assisting the Contractor with project management during the implementation of the Covisint DocSite Services.
 - ii. The State will also provide technical assistance to assist the Contractor in developing plans for the interfacing and integration with other systems and the HIE for purposes of data exchange.
4. Other deliverables specified in this contract, which include the following major work products (but this list is not intended to be an exhaustive list of all contract requirements):

- a) Covisint DocSite condition measure maintenance and development services in Tasks 5 and 6.
- b) End-to-end and other demonstration project services in Tasks 20 and 21.
- c) Integrated Health Record services in Task 23.

4. By deleting on page 21 of 27 of Amendment 2, Attachment B (payment Provisions) in its entirety and substituting in lieu thereof the following Attachment B:

**ATTACHMENT B
 PAYMENT PROVISIONS**

The maximum dollar amount payable under this Contractual contract is not intended as any form of a guaranteed amount. The Contractor will be paid for the Covisint DocSite Services as actually performed as specified in Attachment, up to the maximum allowable amount specified in this contract. The payment schedule for services performed, and any additional reimbursements, are included in this attachment. The State’s standard payment terms are net 30 days from date of invoice. The following provisions specifying payments are:

Covisint Services	Frequency of Invoicing	Amount of Invoice		Annual Costs
Covisint DocSite Service Subscription Fee	Monthly	\$ 13,958.33		\$ 167,500.00
Covisint DocSite Service Subscription Fee for each High Frequency User (logs into application at least four (4) times per month	Monthly	\$ 40/user/month		\$ 150,000.00
System Hosting ¹	Quarterly	\$ 40,928.00		\$ 163,710.00
Registry User and Operations Support ¹	Quarterly	\$ 122,700.00		\$ 490,800.00
Integrated Health Record for up to 450,000 patients ¹	Quarterly	\$ 29,912.00		\$ 119,649.00
Covisint Docsite Patients Overage Fee for 450,001 through 500,000 patients	Annually upon effective date	\$ 0.212 per patient per year		\$10,600.00
Covisint Docsite Patients Overage Fee for 500,001 through 550,000 patients	Annually upon effective date	\$0.205 per patient per year		\$10,250.00
Covisint Docsite Patients Overage Fee for 550,001 through 600,000 patients	Annually upon effective date	\$ 0.191 per patient per year		\$9,550.00
Covisint Docsite Patients Overage Fee for 600,001 through 650,000 patients	Annually upon effective date	\$ 0.190 per patient per year		\$9,200.00
Condition/Measure and Dashboard Report Maintenance ¹	Quarterly	\$ 75,213.00		\$ 300,852.00
DQM Support Services	Quarterly	To be determined based on final scope		\$150,000.00
Practice Integrations for up to fifteen (15) sites	Quarterly	\$10,290.00		\$41,159.00
Practice Site Level Custom Data Mapping and Optimization ¹	Quarterly	\$ 94,492.00		\$ 377,928.00
ProviderLink Services ¹	At Production Launch. Additional fees may apply at end of 12 months based on actual transaction volumes.	Annual Transaction Volume*	Annual Fee	\$ 57,600.00
		0-300,000	\$57,600.00	
* Should annual transactions exceed 300,000 the contract will be amended to reflect increased volume and associated costs. 300,001-500,000 = \$96,000.00; 500,001-1,000,000 = \$144,000.00; 1,000,001 - 2,000,000 = \$210,000; 2,000,001 - 3,000,000 = \$270,000; 3,000,001 - 4,000,000 = \$320,000; 4,000,001 - 5,000,000 = \$350,000				
Assessment & Attestation Process Reward Payments – Task 20				\$400,000.00
Total Budgeted Amount:				

In addition to the fees identified herein, the Contractor may invoice on a quarterly basis for services planned and mutually agreed to in the “Contract Project Plan” which will be based on Attachment A. Adjustments to this maximum amount going forward shall be in accordance with the activity levels described in Attachment A, and agreed to in the Contract Project Plan. Program reports shall accompany each monthly invoice. Invoices will not be paid until the monthly program report is received and accepted by the State.

Payment Structure:

The Contractor shall invoice the State accordingly as outlined below:

Covisint Services	Frequency of Invoicing	Amount of Invoice	Annual Costs
Condition/Measure Set and Dashboard Report Development ² for up to 5 conditions with up to 200 measures total	For each Condition/Measure Set, ½ due at change request execution and ½ due at Production Launch	To be determined by the project requirements	\$125,608.00
Adhoc Services	To be allocated upon Production Launch Per Deliverable, based on agreed pricing	To be determined by the project requirements	\$250,000.00
Total Budgeted Amount (all items in Attachment B):			\$2,834,405.00

Notes from Table:

1. Within 10 days of the start of each quarter, the Contractor will propose operations and development performance targets for the quarter related to each of these services. The quarterly payments for these mutually agreed upon services are subject to up to a 15% withhold if the agreed upon performance targets are not met. In the event that the State determines that unusual circumstances beyond the control of the Contractor prevent the satisfactory attainment of the performance targets, the State will award partial or full payment based on demonstrated efforts of the Contractor.
2. Once agreed upon by both parties, the deliverable will be provided in 90 calendar days or within the mutually agreed upon project timeline. Half will be paid up-front, and the other half upon completion - based on the following payment schedule for those projects with a planned completion within 90 days. An alternative schedule may be agreed upon by both parties.

Term	Prior to 60 Days	61 to 75 Days	76 to 90 Days	91 to 115 Days	Past 116 Days
Payment %	110%	105%	100%	95%	90%

In addition to the fees identified herein, the Contractor may invoice on a quarterly basis for services planned and mutually agreed to in the “Contract Project Plan” which will be based on Attachment A. Adjustments to this maximum amount going forward shall be in accordance with the activity levels described in Attachment A, and agreed to in the Contract Project Plan. Program reports shall accompany each monthly invoice. Invoices will not be paid until the monthly program report is received and accepted by the State.

All reports related to this contract should be submitted in electronic format. Reports should reference this contract number and be submitted to:

Steve Maier, Contract Manager
Department of Vermont Health Access
312 Hurricane Lane, Suite 201
Williston, Vermont 05495-2806
steven.maier@state.vt.us

In addition all hard copy invoices shall include an original signature and must reference this contract number and be submitted to:

Business Office, Contracting Unit
Department of Vermont Health Access
312 Hurricane Lane, Suite 201
Williston, Vermont 05495

Payment against this contract will be issued upon approval by the State. The State reserves the right to withhold part or all of the contract funds if the State does not receive timely documentation of the successful completion of contract deliverables.

5. By deleting on page 24 of 27 of Amendment 2, Attachment C (Customary Provisions for Contract and Grants) and substituting in lieu thereof Attachment C, which is an attachment of this amendment beginning on page 21.

This amendment consists of 24 pages. Except as modified by this amendment and any previous amendments, all provisions of this contract, (#18608) dated December 1, 2010 shall remain unchanged and in full force and effect.

STATE OF VERMONT

DEPARTMENT OF VERMONT HEALTH ACCESS

CONTRACTOR

COMPUWARE CORPORATION

MARK LARSON, COMMISSIONER

DATE

MITCHELL KRAMER, VICE PRESIDENT DATE

ATTACHMENT C
CUSTOMARY PROVISIONS FOR CONTRACTS AND GRANTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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. 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.