

AMENDMENT

It is agreed by and between the State of Vermont, Department of Vermont Health Access (hereafter called the "State") and Pacific Health Policy Group (hereafter called the "Contractor") that the contract on the subject of development of systems and collection of data necessary to administer health care-related taxes, effective November 15, 2011, is hereby amended effective upon State's signature of this amendment, as follows:

1. By deleting on page 4 through 5 of 19 tasks 7 through 10 in Attachment A Specification of Work to be Performed and substituting in lieu thereof with the following:

Task 7 – Prepare Draft Feasibility and Implementation Report

A draft feasibility and implementation report will be prepared by the Contractor to summarize the studies' findings resulting from the previous tasks. The report will also contain a detailed implementation plan for each of the new provider assessments. This report will also present recommendations related to revising Vermont's current provider assessment approaches. A meeting will be scheduled in mid December to review the draft report with State staff and time permitting, stakeholder groups. The State will respond to the Contractor with any feedback for any modification in the final report.

Task 8 – Finalize Report

Upon receipt of the State's feedback, the Contractor and the State will meet to discuss the State's modifications and shall decide on proper inclusion into the final report. From that meeting, the Contractor will revise the draft implementation report based on the agreed modifications. The final report will be due from the Contractor by January 15, 2012.

2. By deleting on pages 6 of 19, Attachment B, Payment Provisions, Item 1 and substituting in lieu thereof with the following:

1. The Contractor shall invoice upon successful completion and acceptance by the State, of all tasks outlined in this contract. Total cost for the tasks identified in Attachment A of this contract will be \$96,110.

3. By Inserting Attachment D, Modifications of Customary Provisions of Attachment C or Attachment F which is included within this amendment on page 2.

This amendment consists of 2 pages. Except as modified by this amendment and any previous amendments, all provisions of this contract, (#20869) dated November 15, 2011 shall remain unchanged and in full force and effect.

STATE OF VERMONT
DEPARTMENT OF VERMONT HEALTH ACCESS

CONTRACTOR
PACIFIC HEALTH POLICY GROUP

MARK LARSON, COMMISSIONER

DATE

SCOTT WITTMAN, CORPORATE DIRECTOR DATE

**ATTACHMENT D
MODIFICATION OF CUSTOMARY PROVISIONS
CONFIDENTIAL RESEARCH MATERIALS**

The State will provide Contractor with certain materials which the State will designate as confidential. For each such document, the State will provide one copy in paper format. The confidential materials are provided to Contractor solely for use as a legal research product, and without waiving or otherwise derogating or abandoning any claim to attorney client privilege, attorney work product privilege, or any other claim of confidentiality the State may assert with respect to any other party.

The Contractor shall provide at a minimum the same care to avoid disclosure or unauthorized use of the confidential materials as it provides to protect its own similar confidential information. It is agreed that the confidential materials shall be retained by the Contractor in a secure place with access limited to only such of the Contractor's employees or agents who have a "need to know" such confidential information in pursuance of this Agreement.

The confidential materials, unless otherwise specified in writing by additional agreement, shall remain the property of the State and shall be used by the Contractor only for the purpose intended.

The Contractor shall not make any copies of the confidential materials or otherwise duplicate or transfer them into any other format or medium. The confidential materials are provided purely as research to assist Contractor in performing tasks under this Agreement. At the termination of this agreement, or before then upon the State's request, Contractor shall return the confidential materials to the State's designated contact person.

The Contractor shall promptly notify the State's designated contact person, in writing, of any request or demand by any court, governmental agency or other person asserting a demand or request for the confidential materials or any part thereof.

The Contractor shall immediately notify the State's designated contact person, in writing, in the event that Contractor has reason to suspect a breach of these requirements or determines that such a breach has occurred.

Approval:

Assistant Attorney General: _____

Date: _____