AMENDMENT

It is agreed between the State of Vermont, Department of Vermont Health Access (hereinafter called "State") and Vermont Information Technology Leaders, Inc. (hereinafter called "Subrecipient"), with a principal place of business at 144 Main Street, Montpelier VT 05602, that the contract dated July 2, 2014 is to be amended November 13, 2014 as follows:

1. By striking out on page 1, item #2, the following:

Subject Matter. The subject matter of this Grant Agreement is to develop and implement a population-based infrastructure within VITL. Detailed services to be provided by the Subrecipient are described in Attachment A.

And substituting in lieu thereof:

Subject Matter. The subject matter of this Grant Agreement is to develop and implement a population-based infrastructure within the Subrecipient's organization and to support expansion of the health care information infrastructure across Vermont including specialized mental health providers, disability providers and those who deliver long term services and supports. Detailed services to be provided by the Subrecipient are described in Attachment A.

2. By striking out on page 1, item #3, the following:

Maximum Amount. In consideration of services to be performed by the Subrecipient, the State agrees to pay the Subrecipient, per payment provisions specified in Attachment B, a sum not to exceed $3,023,798.

And substituting in lieu thereof:

Maximum Amount. In consideration of services to be performed by the Subrecipient, the State agrees to pay the Subrecipient, per payment provisions specified in Attachment B, a sum not to exceed $3,377,489. See Attachment B, #1, FUNDING and PERIOD OF PERFORMANCE AUTHORIZATON REQUIREMENT.

3. By adding on page 1, item #4, the following:

Grant Term. See Attachment B, #1, FUNDING and PERIOD OF PERFORMANCE AUTHORIZATON REQUIREMENT.

4. Attachment A. Striking out Attachment A in its entirety and replacing in lieu thereof:

Background

The purpose of this agreement is to develop and implement a broad-based, population-based infrastructure within Vermont's Health Information Exchange's (VHIE) capabilities, and to fully align with the emphasis of national and Vermont health care reform on collaborative, clinically integrated providers held accountable for the cost and quality of health care delivered to the populations they serve. VHIE is a secure computer network that connects the electronic health information systems of

different health care providers, enabling those providers to share clinical and demographic data of patients they have in common.

This agreement encompasses two types of Vermont health care providers: Accountable Care Organizations and designated mental health and specialized service agencies and those providing long term services and support services, collectively referred to as ACTT Partners. This agreement is divided into two scopes of work related to each of these provider classes.

Scope of Work

ACO-related scope of work:

There are four tasks under this project: Event Notification System Implementation, Gap Analysis; Gateway Development, and Customer Support for Year One. These will be performed by the Subrecipient or the Subrecipient's sub-contractors, including Medicity, the Subrecipient's existing Health Information Exchange vendor.

The Subrecipient will assign one or more Project Managers who will ensure that the following tasks are completed efficiently and effectively. The Project Manager will work on individual components of the project, ensuring that resources are maximized and that activities occur in the appropriate sequence.

The Subrecipient shall provide documents that constitute the Project Management Plan for Gap Analysis, Gateway Development and Event Notification System Implementation and roles and responsibilities, which describes how project objectives shall be met and provides a road map for implementing the population-based infrastructure for the VHIE. The Sub-recipient will also document Customer Support for Year One. As part of the Project Management Plan, the State, Subrecipient and Vermont's three Accountable Care Organizations will agree on the duties and responsibilities of each ACO in supporting the Subrecipient in the successful achievement of the deliverables identified in this Agreement. The approach shall be consistent with the Project Management Institute Project Management Methodologies stated in the Project Management Body of Knowledge or equivalent. The Project Management Plan shall address the initiating, planning, controlling, executing, and closing processes. The Project Management Plan should at a minimum consist of the following subsidiary management plans:

a. Scope Management Plan — this plan documents the project vision and goals, items that are in-scope and out-of-scope and their prioritization, dependencies among the scope items, and risks associated with the inclusion and removal of items from scope. The plan also defines the process used to modify project scope.

b. Cost Management Plan — this plan shall indicate how project costs/budget shall be incurred, controlled, and reported. The plan must include the finalized cost and budget for the project. Cost-related progress report formatting shall be developed and included by the Subrecipient, consistent with AHS requirements with inputs from State, and must include a tracking of costs to the project budget baseline.

c. Risk Management Plan — the Subrecipient, with the support of State shall submit a Risk Assessment to the State's Program Director within one month of the grant signing.

d. Quality Management Plan — the Subrecipient's plan must have the following elements:

    a. Defined quality assurance responsibilities
    b. Detailed definition of all deliverables by phase and associated acceptance criteria

c. Defined deliverable review process
d. Disciplined deliverable review process
e. Regularly scheduled reviews of key project phases and milestones
f. Identified target performance areas and proposed methods of measurement; establish the baseline metrics for the agreed upon goal areas; and assist the State in determining the level of achievement of the performance goals.

e. The Schedule Management Plan – the plan developed by the Subrecipient must include the following:
a. How the project schedule shall be monitored for variances
b. What types of corrective actions shall be taken to address schedule variances during the life of the project
c. The process, roles, and responsibilities involved in making changes to the project schedule.

f. Communication Management Plan — the plan must detail the varying levels and needs of the project's stakeholders for information regarding the project, status, accomplishments, impact on stakeholders, etc. As part of Communication Management, issues must be logged and reported monthly and the plan must detail the escalation mechanisms for issue resolution.

The Subrecipient will accomplish the following tasks under this Agreement:

1) Gap Analysis

The Gap Analysis will be an evaluation of the EHR capability of health care organizations, interface capability of the EHRs, and data within those interfaces, needed to ensure health data supporting the ACOs is submitted to the VHIE. The ACOs are responsible for managing data content and quality, assisted by Subrecipient and State entities involved with promoting data quality. The target data consists of the year one Medicare, Medicaid and Commercial Shared Savings ACO Program quality measures, some of which are obtained by survey or claims data. This will be a baseline determination of provider ability to capture and electronically transmit the clinical information needed for Commercial, Medicare and Medicaid Shared Savings ACO Program quality measures. The Subrecipient will evaluate the following organizations, which are ACO member providers:

a. Hospitals – Various Systems Interfaced to the VHIE
b. Physician/Ambulatory - EHRs Interfaced to the VHIE
c. Community Providers Information Interfaced to the VHIE – including: Home health, skilled nursing facilities, mental health, and specialized agencies.
d. Other Information Sources Interfaced to the VHIE

2) Gateway

The Gateway is a way for electronic data to be routed to the ACOs' analytics vendors for Care Management and Analytic processes to support patient care. ACOs are accountable for the cost and quality of health care delivered to the populations they serve. The Subrecipient will work with each ACO to develop full-functionality for their respective analytics vendors. Full-functionality is defined as insuring only the ACO beneficiaries are selected for further analytics, the selected data only includes patient demographics, lab results, clinical summaries and immunizations (ADT, CCD, Lab, VXU), and the targeted data is received intact by the ACO's analytics vendor. The Gateway architecture is provided in Appendix I.

a. Complete development and implementation of electronic pipeline(s) to the VHIE and

analytics vendors

i. Supports analytic systems and payment reform efforts
ii. Enables full-functionality for the Northern New England Accountable Care Collaborative (NNEACC) Tool for OneCare Vermont ACO and its providers
iii. Enables full functionality for the tool selected by CHAC
iv. Enables full functionality for the tool selected by ACCGM

3) Event Notification System

The Subrecipient shall implement an event notification system (ENS) delivering information about a patient's medical service encounters. The system shall, for instance, supply information to a primary care provider (permitted recipient) detailing the time of hospitalization or discharge. The Subrecipient will be responsible, first, for the implementation of pilot testing the ENS. The Subrecipient and the State will use the information gathered in the pilot to consider revisions to the ENS, and for developing education materials and user guides prior to broader launch. After the pilot and ensuing enhancements, the Subrecipient will expand the implementation to each of the ACOs. This work will include: making sure subscribers have an executed VHIE Services Agreement; creating user accounts for subscribers; developing a rollout strategy by assisting initial subscribers with creating and testing notification templates; and developing a self-service implementation plan by the end of the first year of operation, supported by the Subrecipient's Service Center, for an expanded customer base. The Subrecipient will make the ENS available to providers outside of the ACOs. The services provided to those additional providers, as well as the associated charge for services, will not be covered within the scope of this Agreement.

4) Customer and System Infrastructure Support

The Subrecipient shall provide customer and system infrastructure support to ACOs and their members. System infrastructure support is defined as interface maintenance; upgrades and replacement (see a.ii below).

a. Customer support to ACO participants shall encompass:
   i. patient identify management;
   ii. interface maintenance, upgrades and replacement;
   iii. continuous measuring and data quality improvement; and
   iv. provision of a twenty four hour, seven days a week support center.

Project Deliverables and Target Dates:

The tasks to be completed, specific deliverables, and timelines are listed in the table below.

Task	Scope	Deliverable	Due No Later Than
1) Gap Analysis			
	Who has an EHR?	Subrecipient will identify for each participant for whom we have EHR data the EHR used by that participant.	Jul-14

Task	Scope	Deliverable	Due No Later Than
	Those who are unknowns	Subrecipient will contact each participant for whom Subrecipient has no EHR information. Subrecipient will update its customer base to reduce the number of OCV participants with unknown EHRs.	Jul-14
	Hospitals sending lab results to the HIE so that data can flow to ACOs	Subrecipient has knowledge of which hospitals are sending lab results to the VHIE. This data analysis does not require information to be gathered from non-hospital practices.	Jul-14
	Health care organizations sending ADT	Subrecipient has knowledge of which health care organizations are sending Admission, Discharge and Transfer data (ADT) to the VHIE. This includes hospitals and practices. Subrecipient will also indicate which organizations could technically send an ADT but are not in the process of building an ADT interface.	Jul-14
	Health care organizations sending immunization	Subrecipient has knowledge of which health care organizations are sending VXU (immunizations) to the VHIE. This includes hospitals and practices. Subrecipient will also indicate which organizations could technically send a VXU but are not in the process of building a VXU interface.	Jul-14
	Health care organizations sending CCDs	Subrecipient knows which organizations are sending clinical data through the VHIE. Subrecipient will be able to identify which organizations are sending Continuity of Care Documents (CCDs) that could be parsed and forwarded to NNEACC in a flat file for NNEACC analytics. Subrecipient will also indicate which organizations could technically send a CCD but are not in the process of building a CCD interface.	Jul-14
	For those organizations ending CCDs, what quality measures are included	Subrecipient will review data in Docsite to identify which of the quality measure data elements are included in a CCD for those organizations sending CCDs.	Jul-14
2) Gateway			
	OCV Medicare		
	Build Medicity functionality - Beneficiary file	A OCV master person index is created for Medicare beneficiaries	Jul-14
	OCV Labs	OCV Medicare filtering on labs is complete, and sent to Northern New England Accountable Care Collaborative (NNEACC)	Jul-14
	OCV ADT	OCV Medicare filtering on Admission Discharge Transfer data (ADT) is complete, and sent to	Dec-14

Task	Scope		Deliverable	Due No Later Than
			NNEACC	
		OCV VXU	OCV Medicare filtering on VXU is complete, and sent to NNEACC	Dec-14
		OCV CCD	OCV Medicare filtering on CCD is complete, and sent to NNEACC	Dec-14
		Build NNEACC CCD Interfaces	Convert inbound CCDs to a flat file for NNEACC	Dec-14
	OCV Medicaid			
		Build Medicity functionality - Beneficiary file	A OCV master person index is created for Medicaid beneficiaries	Sept 15
		OCV Labs, ADT, CCD, VXU	OCV Medicaid filtering on lab, ADT, CCD and VXU is complete, and sent to NNEACC	Sept 15
	OCV Commercial			
		Build Medicity functionality - Beneficiary file	A OCV master person index is created for commercial beneficiaries	Sept 15
		OCV Labs, ADT, CCD, VXU	OCV commercial filtering on lab, ADT, CCD and VXU is complete, and sent to NNEACC	Sept 15
	CHAC			
		Build Medicity functionality - Beneficiary file	A CHAC master person index is created for CHAC beneficiaries	Dec 15
		OCV Labs, ADT, CCD, VXU	CHAC beneficiary Medicare filtering on lab, ADT, CCD and VXU is complete, and sent to CHAC's analytics vendor	Dec 15
	ACCGM			
		Build Medicity functionality - Beneficiary file	An ACCGM master person index is created for ACCGM Medicare and commercial beneficiaries	Dec 15
		OCV Labs, ADT, CCD, VXU	ACCGM beneficiary Medicare and commercial filtering on lab, ADT, CCD and VXU is complete, and sent to ACCGM's analytics vendor	Dec 15
3) Event Notification System				
	One time software license purchase		Software license fee	Dec-14
	One time ENS Implementation		Implementation fee	Dec-14

Task	Scope	Deliverable	Due No Later Than
	One time hosting environment setup	Build the hosting infrastructure	Dec-14
	Onboarding per provider organization	Onboarding organization who will receive event notifications	March 15 start
4) Customer and System Infrastructure Support (Note due date in this section is commencement of the 12 month period of customer support)			
	OCV Medicare	Provide customer support to ACO participants and encompass: patient identify management; interface maintenance, upgrades and replacement; continuously measuring and improving data quality; and the provision of a twenty four hours a day, seven days a week support center.	Jan-14
	OCV Medicaid	Provide customer support to ACO participants and encompasses: patient identify management; interface maintenance, upgrades and replacement; continuously measuring and improving data quality; and the provision of a twenty four hours a day, seven days a week support center.	Sept 14
	OCV Commercial	Provide customer support to ACO participants and encompasses: patient identify management; interface maintenance, upgrades and replacement; continuously measuring and improving data quality; and the provision of a twenty four hours a day, seven days a week support center.	Sept 14
	CHAC Medicaid and Commercial	Provide customer support to ACO participants and encompasses: patient identify management; interface maintenance, upgrades and replacement; continuously measuring and improving data quality; and the provision of a twenty four hours a day, seven days a week support center.	Sept 15
	ACCGM Commercial	Provide customer support to ACO participants and encompasses: patient identify management; interface maintenance, upgrades and replacement; continuously measuring and improving data quality; and the provision of a twenty four hours a day, seven days a week support center.	Sept 15

ACTT Partners Scope of Work:

There are three tasks in this project: Assist in acquisition of an Electronic Medical Record (EMR) vendor for ARIS Solutions, Inc. (ARIS); eHealth Specialists; Subject-matter expertise related to long term services and supports health information integration and data transfer and storage.

1) Assist in acquisition of EMR vendor for ARIS

The Subrecipient will assist ARIS in the acquisition of an EMR vendor for five specialized service agencies beginning October 9, 2014. The vendor is expected to be executed January 1, 2014. The Subrecipient will assist ARIS in completing the tasks listed in Table C below:

Table C: ARIS Vendor Selection Tasks

#	Task	Notes	Target completion from project start date October 9, 2014
1	Complete a corporate strategy	Review objectives	+1 month
2	Conduct an RFI (Request for Information)	Review responses	+2 month
3	Establish a vendor selection committee	Review committee membership	+2 month
4	Establish an internal champion	Meet the project champion	+2 month
5	Define selection criteria	Review and modify criteria	+2 month
6	Define analysis tools (Weighted Ranking, Paired Comparison, Risk Analysis etc.)	Review tools and create new versions/ more simple	+2 month
7	Assign project manager / develop a project plan	Define skill set; propose candidates; review internal candidates	+2 month
8	Establish group(s) of expert, superusers for analysis	Review superuser skills and capacity to participate	+2 month
9	Conduct vendor semi-structured presentations (specific questions)	Review notes from presentations	+3 month
10	Conduct vendor structured presentations (scripted scenarios)	Review notes from presentations	+3 month
11	Site visit – Aris to vendor headquarters	Assist with questions and objectives for vendor executives	+3 month

#	Task	Notes	Target completion from project start date October 9, 2014
12	Complete a technology assessment	Review system architecture: security; technical capacity for expansion; backup and disaster recovery procedures, etc.	+3 month
13	Legal discussions with vendor (prior to vendor selection)	Provide terms and conditions to vendors; collate responses	+4 month
14	Select a vendor	Assist the DAs with selecting a vendor	+4 month

2) eHealth Specialists

The Subrecipient will provide 2.0 FTE eHealth Specialists to support data gathering and data quality improvement at Vermont's designated and specialized service agencies for a twelve (12) month period. The Subrecipient agrees to employ sufficient eHealth Specialists and other staff to perform the work described in this section for the entire grant period.

The Subrecipient shall:

2.1 Work toward Data Quality Initiatives at 16 designated and specialized service agencies. Within 30 days of execution of this amendment, the Subrecipient and the State will define a mutually agreed upon set of specific tasks related to this activity.

3) Subject-matter expertise related to long term services and supports health information integration and data transfer and storage. The Subrecipient will submit monthly invoices to the State. The Subrecipient will invoice the State on an hourly basis for the following subject-matter experts:

Personnel	Rate
VITL Leadership: John Evans, Mike Gagnon, Sandy McDowell, Rob Gibson, Judith Franz	**$200**
VITL Project Managers and technical staff: TBD	**$125**

Significance of the Use of Federal Monies
To protect grant funds from federal disallowance and recovery from the State or the Subrecipient, the Subrecipient promises to comply with the following:

Work invoiced by the Subrecipient for the purpose of expending funds against this Agreement will include only work defined in Attachment A of this Agreement.

Subrecipient shall provide written notification to the State upon entering into a contractual relationship for work defined by this Agreement to be performed by the Subrecipient for another entity.

a. The State reserves the right to audit the Subrecipient to ensure compliance with State and Federal regulations, including the cost allocation methodologies referenced below.
b. The Subrecipient must separate accounting between projects to the extent it has different sources of funding for projects.
c. Any work performed outside of the direction of the State will not be reimbursed. The State contact to authorize direct work is the State's representative referenced on Page 1, Section 8 of this Agreement.

The Subrecipient shall be fully responsible for any work completed by its contractors and consultants. All work performed by contractors and consultants is subject to all conditions and requirements included in this Agreement. The Subrecipient shall receive written permission from the State prior to entering into an agreement with a contractor or consultant if utilizing funds awarded under this Agreement. The State will respond within five (5) business days to review a request for the Subrecipient to contract for any non-emergency services. The State will respond within twenty-four (24) hours to review a request for the Subrecipient to contract for any emergency services, recognizing that in certain circumstances the Subrecipient may need to take action in less than 24 hours. The Subcontractor Approval Form is located in Appendix I – Required Forms.

The Subrecipient shall utilize proper cost allocation methodology under this Agreement. The State currently funds the Subrecipient under an array of agreements and funding streams that have the capability of spanning multiple State Fiscal years.

Subrecipient shall abide by Federal cost allocation regulations as they pertain to the funding that the State is awarding to the Subrecipient for its use.

The Subrecipient warrants that they are aware of and shall comply with the following federal regulations as they pertain to straight or matched federal dollars received under its agreement(s) with the State:

- A-110: "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations" (OMB Circular A-110);
- A-122: "Cost Principles for Non-Profit Organizations" (OMB Circular A-122);
- A-133: "Audits of States, Local Governments and Non-Profit Organizations" (OMB Circular A-133); and
- 2 CFR Chapter I, Chapter II, Part 200, et al.: "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Final Rule" http://www.gpo.gov/fdsys/pkg/FR-2013-12-26/pdf/2013-30465.pdf.

The Subrecipient is responsible for compliance to any and all other applicable federal regulations or guidelines specific to supporting the funding defined in this agreement.

Sub-contractor
Through this the State approves the Subrecipient to subcontract with Medicity as the administrator of the Vermont Health Information Exchange (VHIE). The Subrecipient has held a contract with Medicity contract since March 2010 with which the State is in agreement. Should the Subrecipient decide to modify this relationship or any other subcontracting under this agreement, it will in good faith notify and seek approval from the State prior to engagement.

5. Attachment B: By including on page 9 the following:

1. FUNDING and PERIOD OF PERFORMANCE AUTHORIZATON REQUIREMENT: This contract is funded by a federal grant and subject to federal approval. No reimbursement shall be provided under this agreement without federal approval for the task, service, or product for which reimbursement is claimed.

    a. Funding for this agreement has been approved by CMMI for the entire agreement term in the amount of $3,023,798.

    b. Funding has been approved through December 31, 2014 in the amount of $186,666 for tasks specifically related to the ACTT project. Contractor is authorized to conduct work through December 31, 2014 on those specific tasks.

    c. In November, 2014 federal approval will be sought for the time period of January 1, 2015-December 31, 2015 in the amount of $167,025 for tasks specifically related to the ACTT project. Contractor may not begin work for year two, beginning January 1, 2015 and ending December 31, 2015, without written authorization from the State of Vermont. Approval for year two funding is contingent on CMMI authorization.

6. Attachment B: By striking out on page 9 the following

1. The total maximum amount payable under this contract shall not exceed $3,023,798 inclusive of all expenses.

And substituting in lieu thereof:

2. The total maximum amount payable under this contract shall not exceed $3,377,489 inclusive of all expenses.

7. Attachment B: By striking out on page 9 the following:

2. The Subrecipient shall submit invoices to the State containing a current date of submission, invoice number, and grant number for all payment requests under this grant. The Subrecipient's invoices shall include billing against the following line items:

    a. Project Management – detailing staff time and travel expense for work associated with Tasks 1 through 3 specified in Attachment A. Invoices shall include the expenses as agreed upon in Table B and shall include documentation of deliverables provided as listed in Attachment A.
    b. Gap Analysis
    c. Gateway
    d. Deliverables achieved in Event Notification System
    e. Customer and System Infrastructure Support: See table below for billable allowance. The State will pay the Subrecipient at a Per-member Per-month (PMPM) rate of $0.73 according to the Schedule A-1 found in Attachment A. During the implementation the Subrecipient may discover information that indicates the scope and deliverables in Attachment A should change. Upon mutual agreement, the State and the Subrecipient may determine that a partial payment is appropriate for the deliverables.

All Invoices shall be accompanied by a monthly progress report and shall be submitted electronically to the following State Staff for approval:

a. Jessica Mendizabal, Contracts and Grants Administrator, jessica.mendizabal@state.vt.us.
b. Georgia Maheras, VHCIP Project Director, georgia.maheras@state.vt.us.

The State shall have 10 business days to provide approval or dispute any portion of submission. Upon approval the state shall pay invoices within 10 business days.

And replacing in lieu thereof:

2. The Subrecipient shall submit invoices to the State containing a current date of submission, invoice number, and grant number for all payment requests under this Agreement. The Subrecipient's invoices shall include billing against the following line items:

a. Project Management – detailing staff time and travel expense for work associated with Tasks 1 through 3 specified in Attachment A. Invoices shall include the expenses as agreed upon in Table B and shall include documentation of deliverables provided as listed in Attachment A.
b. Gap Analysis
c. Gateway
d. Deliverables achieved in Event Notification System
e. Customer and System Infrastructure Support: See table below for billable allowance. The State will pay the Subrecipient at a Per-member Per-month (PMPM) rate of $0.73 according to the Schedule A-1 found in Attachment A. During the implementation the Subrecipient may discover information that indicates the scope and deliverables in Attachment A should change. Upon mutual agreement, the State and the Subrecipient may determine that a partial payment is appropriate for the deliverables.
f. eHealth Specialists
g. ARIS EMR vendor selection task
h. Subject Matter Experts--– detailing staff time and travel expense for work associated with Tasks 1 through 3 specified in Attachment A. Invoices shall include the expenses as agreed upon in Table B and shall include documentation of deliverables provided as listed in Attachment A.

All Invoices shall be accompanied by a monthly progress report and shall be submitted electronically to the following State Staff for approval:

c. Jessica Mendizabal, Contracts and Grants Administrator, jessica.mendizabal@state.vt.us.
d. Georgia Maheras, VHCIP Project Director, georgia.maheras@state.vt.us.

The State shall have 10 business days to provide approval or dispute any portion of submission. Upon approval the state shall pay invoices within 10 business days.

In the event that additional or alternative funds are awarded to the Subrecipient to pay for duplicative items detailed in the scope of work detailed in Attachment A, or allocated as indirects in the budget approved in Attachment B, whether through State funds or any other source, the Subrecipient may no longer bill for this scope of work or allocate costs under this Agreement.

8. By striking out Table B-1 Budget on pages 10-11 in its entirety and replacing it with the following:

Table B – 1 Budget:

	Item	Units	Rate	Labor	Purchased Service	Total
Salaries and Wages	Project Managers	3470.4	$ 125.00	$ 433,800.00		$ 433,800.00
	This section will mirror the personnel list above.					$140,291
	2.0 FTE eHealth Specialists	4160	$48.08	$200,000		$200,000
Subtotal salaries, wages, and time and materials.						**$ 774,091**
Systems						
OCV Medicare						
	Build Medicity functionality - beneficiary	1			$ 12,650.00	$ 12,650.00
	OCV Labs	1			$ 132,250.00	$ 132,250.00
	OCV ADT	1			$ 83,567.00	$ 83,567.00
	OCV CCD	1			$ 83,567.00	$ 83,567.00
	OCVVXU	1			$ 83,566.00	$ 83,566.00
	Build NNEACC CCD	1			$ 34,500.00	$ 34,500.00
OCV Medicaid						
	Build Medicity functionality - beneficiary	1			$ 12,650.00	$ 12,650.00
	OCV Labs, ADT, CCD, VXU	1			$ 172,500.00	$ 172,500.00
OCV Commercial						
	Build Medicity functionality - beneficiary	1			$ 12,650.00	$ 12,650.00
	OCV Labs, ADT, CCD, VXU	1			$ 172,500.00	$ 172,500.00
CHAC						
	Build Medicity functionality - beneficiary	1			$ 12,650.00	$ 12,650.00

	Item	Units	Rate	Labor	Purchased Service	Total
	CHAC Labs, ADT, CCD, VXU	1			$ 172,500.00	$ 172,500.00
ACCGM						
	Build Medicity functionality - beneficiary	1			$ 12,650.00	$ 12,650.00
	CHAC Labs, ADT, CCD, VXU	1			$ 172,500.00	$ 172,500.00
ENS						
	One time software license purchase	1			$ 125,000.00	$ 125,000.00
	One time ENS implementation	1			$ 156,250.00	$ 156,250.00
	One time hosting environment setup	1			$ 31,250.00	$ 31,250.00
	Vendor start-up and implementation fees				**$312,500.00**	$ 312,500.00
ARIS EMR Acquisition						**$13,400**
Subtotal Systems:						**$ 1,809,100**
First Year Support (starting when an ACO goes live with at least one production interface)						
OCV Medicare		PMPM	$0.73			$ 465,740.00
OCV Medicaid		PMPM	$0.73			$ 127,020.00
Commercial		PMPM	$0.73			$ 118,552.00
CHAC		PMPM	$0.73			$ 82,986.00
Subtotal First Year Support						**$ 794,298.00**
Total						$ 3,377,489

9.Attachment C: By replacing in its entirety with the following approved version dated 9/3/2014:

ATTACHMENT C
STANDARD STATE PROVISIONS FOR CONTRACTS AND GRANTS

1. **Entire Agreement:** This Agreement, whether in the form of a Contract, State Funded Grant, or Federally Funded Grant, represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect.

2. **Applicable Law:** This Agreement will be governed by the laws of the State of Vermont.

3. **Definitions:** For purposes of this Attachment, "Party" shall mean the Contractor, Grantee or Subrecipient, with whom the State of Vermont is executing this Agreement and consistent with the form of the Agreement.

4. **Appropriations:** If this Agreement extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this Agreement, the State may cancel at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, and in the event federal funds become unavailable or reduced, the State may suspend or cancel this Grant immediately, and the State shall have no obligation to pay Subrecipient from State revenues.

5. **No Employee Benefits For Party:** The Party understands that the State will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation or sick leave, workers compensation or other benefits or services available to State employees, nor will the state withhold any state or federal taxes except as required under applicable tax laws, which shall be determined in advance of execution of the Agreement. The Party understands that all tax returns required by the Internal Revenue Code and the State of Vermont, including but not limited to income, withholding, sales and use, and rooms and meals, must be filed by the Party, and information as to Agreement income will be provided by the State of Vermont to the Internal Revenue Service and the Vermont Department of Taxes.

6. **Independence, Liability:** The Party will act in an independent capacity and not as officers or employees of the State.

   The Party shall defend the State and its officers and employees against all claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party. The State shall notify the Party in the event of any such claim or suit, and the Party shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit.

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

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

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

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

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

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

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

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

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

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

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

   Professional Liability: Before commencing work on this Agreement and throughout the term of this Agreement, the Party shall procure and maintain professional liability insurance for any and all services performed under this Agreement, with minimum coverage of ***$2,000,000*** per occurrence, and ***$4,000,000*** aggregate.

8. **Reliance by the State on Representations:** All payments by the State under this Agreement will be made in reliance upon the accuracy of all prior representations by the Party, including but not limited to bills, invoices, progress reports and other proofs of work.

9. **Requirement to Have a Single Audit:** In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, the Subrecipient will complete the Subrecipient Annual Report annually within 45

days after its fiscal year end, informing the State of Vermont whether or not a Single Audit is required for the prior fiscal year. If a Single Audit is required, the Subrecipient will submit a copy of the audit report to the granting Party within 9 months. If a single audit is not required, only the Subrecipient Annual Report is required.

For fiscal years ending before December 25, 2015, a Single Audit is required if the subrecipient expends $500,000 or more in federal assistance during its fiscal year and must be conducted in accordance with OMB Circular A-133. For fiscal years ending on or after December 25, 2015, a Single Audit is required if the subrecipient expends $750,000 or more in federal assistance during its fiscal year and must be conducted in accordance with 2 CFR Chapter I, Chapter II, Part 200, Subpart F. The Subrecipient Annual Report is required to be submitted within 45 days, whether or not a Single Audit is required.

10. **Records Available for Audit:** The Party shall maintain all records pertaining to performance under this agreement. "Records" means any written or recorded information, regardless of physical form or characteristics, which is produced or acquired by the Party in the performance of this agreement. Records produced or acquired in a machine readable electronic format shall be maintained in that format. The records described shall be made available at reasonable times during the period of the Agreement and for three years thereafter or for any period required by law for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

11. **Fair Employment Practices and Americans with Disabilities Act**: Party agrees to comply with the requirement of Title 21V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable. Party shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990, as amended, that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the Party under this Agreement. Party further agrees to include this provision in all subcontracts.

12. **Set Off**: The State may set off any sums which the Party owes the State against any sums due the Party under this Agreement; provided, however, that any set off of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided hereinafter.

13. **Taxes Due to the State**:

    a. Party understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.

    b. Party certifies under the pains and penalties of perjury that, as of the date the Agreement is signed, the Party is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.

    c. Party understands that final payment under this Agreement may be withheld if the Commissioner of Taxes determines that the Party is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.

d. Party also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Party has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Party has no further legal recourse to contest the amounts due.

14. Child Support: (Applicable if the Party is a natural person, not a corporation or partnership.) Party states that, as of the date the Agreement is signed, he/she:

a. is not under any obligation to pay child support; or
b. is under such an obligation and is in good standing with respect to that obligation; or
c. has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan.

Party makes this statement with regard to support owed to any and all children residing in Vermont. In addition, if the Party is a resident of Vermont, Party makes this statement with regard to support owed to any and all children residing in any other state or territory of the United States.

15. Sub-Agreements: Party shall not assign, subcontract or subgrant the performance of this Agreement or any portion thereof to any other Party without the prior written approval of the State. Party also agrees to include in all subcontract or subgrant agreements a tax certification in accordance with paragraph 13 above.

16. No Gifts or Gratuities: Party shall not give title or possession of any thing of substantial value (including property, currency, travel and/or education programs) to any officer or employee of the State during the term of this Agreement.

17. Copies: All written reports prepared under this Agreement will be printed using both sides of the paper.

18. Certification Regarding Debarment: Party certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, neither Party nor Party's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in federal programs, or programs supported in whole or in part by federal funds.

Party further certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, Party is not presently debarred, suspended, nor named on the State's debarment list at: http://bgs.vermont.gov/purchasing/debarment

19. Certification Regarding Use of State Funds: In the case that Party is an employer and this Agreement is a State Funded Grant in excess of $1,001, Party certifies that none of these State funds will be used to interfere with or restrain the exercise of Party's employee's rights with respect to unionization.

State of Vermont – Attachment C
Revised AHS – 9-3-2014

This amendment consists of 19 pages. Except as modified by this amendment and any previous amendments, all provisions of this agreement #03410-1275-14 dated July 11, 2014 shall remain unchanged and in full force and effect.

By the STATE OF VERMONT

Signature: E-SIGNED by Mark Larson on 2014-11-20 00:24:49 GMT November 20, 2014
Date

Mark Larson, Commissioner
312 Hurricane Lane, Suite 201
Williston, VT 05495-2087
Phone: 802-879-5901
Email: Mark.Larson@state.vt.us

By the SUBRECIPIENT

Signature: E-SIGNED by John Evans on 2014-11-19 20:41:55 GMT November 19, 2014
Date

John Evans, President & CEO
144 Main Street
Montpelier, VT 05602
Phone: 802-223-4100
Email: jevans@vitl.net