

**STATE OF VERMONT
 CONTRACT AMENDMENT**

It is hereby agreed by and between the State of Vermont, Department of Vermont Health Access (DVHA) (the "State") and Change Healthcare Pharmacy Solutions, Inc., with a principal place of business in Augusta, Maine (the "Contractor" or "Business Associate") that the contract between them originally dated as of May 1, 2014, Contract #34056, as amended to date, (the "Contract") is hereby amended as follows:

I. Attachment E, Section 8, "Providing Notice of Breaches," is amended to add the following provisions:

8.5 For any *Breach* occurring between February 1, 2024 and May 1, 2024, when such *Breach* involves more than 500 residents of Vermont, *Business Associate* or its designated affiliate shall notify the Secretary of the United States Department of Health and Human Services on behalf of the Covered Entity. Such notice shall be carried out in accordance with the provisions of 45 CFR § 164.408, and *Business Associate* or its designated affiliate shall provide Covered Entity with a copy of such notice no later than five (5) business days after the notice is made.

8.6 If *Business Associate* determines that a *Breach* may have occurred of individually-identifiable health information held by *Business Associate*, and to the extent *Business Associate* cannot determine the identity of all affected Individuals, *Business Associate* or its designated affiliate shall engage in substitute notice with respect to those whose records could not be identified by:

- (1) notifying the public by a conspicuous posting for a period of 90 days on the home page of *Business Associate's* website,
- (2) providing Covered Entity with such notice, for Covered Entity to use on its own website;
- (3) notifying major statewide and regional media;
- (4) placing conspicuous notice in at least two major print or broadcast media outlets based in Vermont; and
- (5) including in all such notices a toll-free phone number that remains active for at least 90 days where an individual can learn whether the individual's unsecured protected health information may be included in the Breach.

8.7 In the event that *Business Associate* or its designated affiliate must engage in substitute notice as outlined in 8.6, above, *Business Associate* or its designated affiliate shall also provide Covered Entity with an affidavit signed by a person with direct knowledge of *Business Associate's* or its designated affiliate's investigation into the possible Breach, which attests under pains and penalty of perjury, that, as of the date of signing, *Business Associate* or its designated affiliate knows or cannot rule out that that PHI created or received by *Business Associate* on behalf of Covered Entity was impermissibly acquired, accessed, used, or disclosed, but, to the extent that *Business Associate* or its designated affiliate must engage in substitute notice, cannot identify the individuals whose information was impermissibly acquired, accessed, used, or disclosed.

Taxes Due to the State. Contractor certifies under the pains and penalties of perjury that, as of the date this contract amendment is signed, the Contractor 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.

Child Support (Applicable to natural persons only; not applicable to corporations, partnerships or LLCs). Contractor is under no obligation to pay child support or is in good standing with respect to or in full compliance with a plan to pay any and all child support payable under a support order as of the date of this amendment.

Certification Regarding Suspension or Debarment. Contractor certifies under the pains and penalties of perjury that, as of the date this contract amendment is signed, neither Contractor nor Contractor'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.

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

Cybersecurity Standard Update 2023-01. Contractor confirms that all products and services provided to or for the use of the State under this Agreement shall be in compliance with State of Vermont Cybersecurity Standard

STATE OF VERMONT, CONTRACT FOR SERVICES
DEPARTMENT OF VERMONT HEALTH ACCESS
CHANGE HEALTHCARE PHARMACY SOLUTIONS, INC.

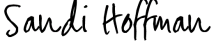
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AMENDMENT 7

Update 2023-01, which prohibits the use of certain branded products in State information systems or any vendor system that is supporting State information systems, and is available on-line at:
<https://digitalservices.vermont.gov/cybersecurity/cybersecurity-standards-and-directives>.

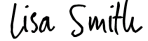
This document consists of 2 pages. Except as modified by this Amendment No. 7, all provisions of the Contract remain in full force and effect.

The signatures of the undersigned indicate that each has read and agrees to be bound by this Amendment to the Contract.

BY THE STATE OF VERMONT:

Signed by:

8/22/2024
B34E6A2F3ED5411
Sandi Hoffman Date
DVHA Deputy Commissioner
NOB 1 South
280 State Drive
Waterbury, VT 05671-1010
Phone: 802-241-0241
Email: Sandi.Hoffman@vermont.gov

BY THE CONTRACTOR:

Signed by:

8/20/2024
A5E83694232D429
Lisa M. Smith Date
Chief Client Officer
Change Healthcare Pharmacy Solutions, Inc.
11000 Optum Circle
Eden Prairie, MN 56344
Phone: 612-644-1597
Email: Lisa.M.Smith@optum.com