

STATE OF VERMONT
DEPARTMENT OF VERMONT HEALTH ACCESS
COTIVITI INC.

CONTRACT #41062
AMENDMENT 1
PAGE 1 OF 11

**STATE OF VERMONT
CONTRACT AMENDMENT**

It is hereby agreed by and between the State of Vermont, Department of Vermont Health Access (the "State") and Cotiviti Inc., with a principal place of business in Atlanta, GA (the "Contractor") that the contract between them originally dated as of December 13, 2020, Contract # 41062, as amended to date, (the "Contract") is hereby amended as follows:

- I. **Maximum Amount.** The maximum amount payable under the Contract, wherever such reference appears in the Contract, shall be changed from \$749,627.20 to \$1,168,910.82, representing an increase of \$421,263.62.
- II. **Contract Term.** The Contract end date, wherever such reference appears in the Contract, shall be changed from December 12, 2022, to December 12, 2023. The Contract Term may be renewed for one additional one-year period upon agreement between the Parties.
- III. **Section 8: Attachments of the Standard Contract from the Base Agreement is hereby deleted in its entirety and replaced as set forth below.**

8. ***Attachments.*** This Contract and all subsequent amendments include the following attachments which are incorporated herein:

Attachment A - Statement of Work

Attachment B - Payment Provisions

Attachment C – Standard State Provisions for Contracts and Grants

Attachment D – Other provisions for IT Professional Services

Attachment E – Business Associate Agreement

Attachment F – Agency of Human Services’ Customary Contract/Grant Provisions

Attachment H – State of Vermont - Federal Terms Supplement (Non-Construction)

Attachment I - Modifications of Customary Provisions of Attachment C or Attachment F

Appendix I – Measure Lists

9. ***Order of Precedence.*** Any ambiguity, conflict or inconsistency between the documents comprising this Contract shall be resolved according to the following order of precedence:

- (1) Standard Contract
- (2) Attachment D
- (3) Attachment I
- (4) Attachment C
- (5) Attachment H
- (6) Attachment A
- (7) Attachment B
- (8) Attachment E
- (9) Attachment F
- (10) Appendix I – Measure Lists

IV. **Attachment B, Payment Provisions.** The payment provisions are amended as follows:

1. The Pricing Table within Section 7 of Attachment B is hereby deleted in its entirety and replaced as follows:

Pricing Table.

	Fee Type	Description	Annual Amount (12/13/20- 12/12/21)	Annual Amount (12/13/21- 12/12/22)	Annual Amount (12/13/22-12/13/23)
1	Annual Base Fee	<ul style="list-style-type: none"> ○ For up to 267,000.00 enrolled members ○ Four runs per year ○ Up to ten users ○ 15 hours of customer service support per month 	\$172,447.00	\$177,620.41	\$182,949.02
2	Overage PMPY	Per Member Per Year Fee to overage population beyond 267,000 enrolled members	\$0.61 PMPY (Not to exceed 1,000 additional members**) Maximum amount \$610.00	\$0.63 (Not to exceed 1,000 additional members**) Maximum amount \$630.00	\$.064 (Not to exceed 1,000 additional members**) Maximum amount \$640.00
3	Quality Intelligence Data Collection		Included at no additional cost	Included at no additional cost	Included at no additional cost
4	PQI/CMS Measure Set	For up to 267,000 enrolled members	\$24,403.00	\$25,135.09	\$25,889.14
5	Vermont Next Generation ACO Measures	For up to 267,000 enrolled members	\$13,390.00	\$13,791.70	\$14,205.45
6	*HEDIS Hybrid Measure: Controlling High Blood Pressure (CBP)	Billed monthly in arrears at \$23.00 per Request ID for the medical records retrieved	\$18,400.00	\$18,400.00	\$18,400.00
7	*HEDIS Hybrid Measure: Comprehensive Diabetes Care (CDC)	Billed monthly in arrears at \$23.00 per Request ID for the medical records both retrieved and abstracted	\$32,200.00	\$32,200.00	\$32,200.00
8	*HEDIS Hybrid Measure: Prenatal & Postpartum Care (PPC)	Billed monthly in arrears at \$23.00 per Request ID for the medical records retrieved and abstracted	\$36,800.00	\$36,800.00	\$36,800.00
9	*HEDIS Hybrid	Billed monthly in arrears at \$23.00 per Request ID for the medical	\$18,400.00	\$18,400.00	\$18,400.00

STATE OF VERMONT
DEPARTMENT OF VERMONT HEALTH ACCESS
COTIVITI INC.

CONTRACT #41062
AMENDMENT 1
PAGE 3 OF 11

	Measure: Weight Assessment & Counseling for Nutrition and Physical Activity for Children	records retrieved			
10	HEDIS Hybrid Measure: Diabetes Care for People with Serious Mental Illness: HbA1c poor control (>9%) (HPCMI)	Billed monthly in arrears at \$23.00 per Request ID for the medical records retrieved and abstracted	New measure for Year 3 only		\$36,800.00
11	Data Services billed at \$200/hour	As requested by State	\$5,000.00	\$5,000	\$5,000.00
12	Change Requests (Ad Hoc)	As Requested by State	\$50,000.00	\$50,000.00	\$50,000.00
		Total	\$371,650.00	\$377,977.20	\$421,263.62

*One or more of these Hybrid Measures may be subject to change at the discretion of the State.

**Additional members that would qualify for this maximum would be State of Vermont organic population growth. This does not include acquiring another population or processing a third party's data.

Payment Assumptions:

Line 6 – Contractor shall invoice up to 800 records at \$23.00 per record

Line 7 – Contractor shall invoice up to 1,400 records @ \$23.00 per record

Line 8 – Contractor shall invoice up to 1,600 records at \$23.00 per record

Line 9 – Contractor shall invoice up to 800 records @ \$23.00 per record

Line 10 – Contractor shall invoice up to 1,600 records at \$23.00 per record

- V. **Attachment H, Federal Terms Supplement State of Vermont.** Attachment H, dated July 28, 2022, is hereby added to this Amendment beginning on Page 5, as is applicable to Contractor to the extent that Attachment H applies to the services being provided to State of Vermont by Contractor.
- VI. **Appendix 1. Measures Lists.** Appendix 1. Measures Lists on Page 49 of the base Contract is hereby deleted in its entirety and replaced as set forth below beginning on Page 8.
- VI. **SOV Cybersecurity Standard 22-01.** All products and service provided to or for the use of the State under this Contract shall be in compliance with State of Vermont Cybersecurity Standard 19-01, which Contractor acknowledges has been provided to it, and is available on-line at the following URL: <https://digitalservices.vermont.gov/cybersecurity/cybersecurity-standards-and-directives>

STATE OF VERMONT
DEPARTMENT OF VERMONT HEALTH ACCESS
COTIVITI INC.

CONTRACT #41062
AMENDMENT 1
PAGE 4 OF 11

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>

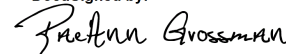
This document consists of 7 pages. Except as modified by this Amendment No. 1, all provisions of the Contract remain in full force and effect.

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

STATE OF VERMONT
DEPARTMENT OF VERMONT HEALTH ACCESS

CONTRACTOR
COTIVITI, INC.

DocuSigned by:
 12/13/2022
201B29C84E7E41E...
ANDREA DE LA BRUERE, COMMISSIONER
NOB 1 South, 280 State Drive
Waterbury, VT 05671
Phone: 802-879-5901
Email: Andrea.DeLaBruere@vermont.gov

DocuSigned by:
 12/13/2022
F6F3146BC5E9433...
RAEANN GROSSMAN
10701 S River Front Pkwy
South Jordan, UT, 84095
raeann.grossman@cotiviti.com

STATE OF VERMONT
DEPARTMENT OF VERMONT HEALTH ACCESS
COTIVITI INC.

CONTRACT #41062
AMENDMENT 1
PAGE 5 OF 11

ATTACHMENT H
STATE OF VERMONT- FEDERAL TERMS SUPPLEMENT (Non-Construction)
for all Contracts and Purchases of Products and Services Using Federal Funds
(Revision date: *July 28, 2022*)

PROCUREMENT OF RECOVERED MATERIALS

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated Items unless the products cannot be acquired-

1. Competitively within a time frame providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. At a reasonable price

Information about this requirement, along with the list of EPA-designated items, is available at the EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

The Contractor also agrees to comply with all other applicable requirements of section 6002 of the Solid Waste Disposal Act.

CLEAN AIR ACT

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The contractor agrees to report each violation to the State of Vermont and understands and agrees that the State of Vermont will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

FEDERAL WATER POLLUTION CONTROL ACT

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The contractor agrees to report each violation to the State of Vermont and understands and agrees that the State of Vermont will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA. **a.** Standard. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension*

STATE OF VERMONT
DEPARTMENT OF VERMONT HEALTH ACCESS
COTIVITI INC.

CONTRACT #41062
AMENDMENT 1
PAGE 6 OF 11

(1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Nonprocurement Debarment and Suspension).

CONTRACTOR BREACH, ERRORS AND OMISSIONS

1. Any breach of the terms of this contract, or material errors and omissions in the work product of the contractor must be corrected by the contractor at no cost to the State, and a contractor may be liable for the State's costs and other damages resulting from errors or deficiencies in its performance.
2. Neither the States' review, approval or acceptance of nor payment for, the services required under this contract shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract.
3. The rights and remedies of the State provided for under this contract are in addition to any other rights and remedies provided by law or elsewhere in the contract.

TERMINATION FOR CONVENIENCE

1. General
 - a. Any termination for convenience shall be effected by delivery to the Contractor an Order of Termination specifying the termination is for the convenience of the Agency, the extent to which performance of work under the Contract is terminated, and the effective date of the termination.
 - b. In the event such termination occurs, without fault and for reasons beyond the control of the Contractor, all completed or partially completed items of work as of the date of termination will be paid for in accordance with the contract payment terms.
 - c. No compensation will be allowed for items eliminated from the Contract.
 - d. Termination of the Contract, or portion thereof, shall not relieve the Contractor of its contractual responsibilities for work completed and shall not relieve the Contractor's Surety of its obligation for and concerning any just claim arising out of the work performed.
2. Contractor Obligations

After receipt of the Notice of Termination and except as otherwise directed by the State, the Contractor shall immediately proceed to:

- a. To the extent specified in the Notice of Termination, stop work under the Contract on the date specified.
- b. Place no further orders or subcontracts for materials, services, and/or facilities except as may be necessary for completion of such portion(s) of the work under the Contract as is (are) not terminated.
- c. Terminate and cancel any orders or subcontracts for related to the services, except as may be necessary for completion of such portion(s) of the work under the Contract as is (are) not terminated.

STATE OF VERMONT
DEPARTMENT OF VERMONT HEALTH ACCESS
COTIVITI INC.

CONTRACT #41062
AMENDMENT 1
PAGE 7 OF 11

- d. Transfer to the State all completed or partially completed plans, drawings, information, and other property which, if the Contract had been completed, would be required to be furnished to the State.
- e. Take other action as may be necessary or as directed by the State for the protection and preservation of the property related to the contract which is in the possession of the contractor and in which the State has or may acquire any interest.
- f. Make available to the State all cost and other records relevant to a determination of an equitable settlement.

3. Claim by Contractor

After receipt of the Notice of Termination from the state, the Contractor shall submit any claim for additional costs not covered herein or elsewhere in the Contract within 60 days of the effective termination date, and not thereafter. Should the Contractor fail to submit a claim within the 60-day period, the State may, at its sole discretion, based on information available to it, determine what, if any, compensation is due the Contractor and pay the Contractor the determined amount.

4. Negotiation

Negotiation to settle a timely claim shall be for the sole purpose of reaching a settlement equitable to both the Contractor and the State. To the extent settlement is properly based on Contractor costs, settlement shall be based on actual costs incurred by the Contractor, as reflected by the contract rates. Consequential damages, loss of overhead, loss of overhead contribution of any kind, and/or loss of anticipated profits on work not performed shall not be included in the Contractor's claim and will not be considered, allowed, or included as part of any settlement.

Appendix 1. Measure Lists

HEDIS Hybrid Measures from all DVHA Measure Sets					
Set Acronyms					
ACS	CMS Adult Core Set				
CCS	CMS Child Core Set				
PM	Measure	Population	Set	Sample	Retrieval
CBP	Controlling High Blood Pressure	ACO	ACS/NCQA	X	N/A
CBP	Controlling High Blood Pressure	Medicaid	ACS/NCQA	X	X
HBD	Diabetes Mellitus: Hemoglobin A1c Poor Control (>9%)	ACO	ACS/NCQA	X	N/A
HBD	Diabetes Mellitus: Hemoglobin A1c Poor Control (>9%)	Medicaid	ACS/NCQA	X	X
HPCMI	Diabetes Care for People with Serious Mental Illness: Hemoglobin A1c (HbA1c) Poor Control (>9.0%)	Medicaid	ACS	X	X
PPC	Prenatal & Postpartum Care: Postpartum Care	Medicaid	ACS/NCQA	X	X
WCC	Weight Assessment & Counseling for Nutrition & Physical Activity for Children/Adolescents	Medicaid	CCS/NCQA	X	X

*When measure retired and no longer available through CMS Core, should Client advise this measure is still required by Client, measure will become a custom measure and be scoped and priced and the cost will fall under the "Change Requests (Ad Hoc)" row in the Pricing Table.

Non-HEDIS Administrative Measures from all DVHA Measure Sets	
Set Acronyms	
ACO	Accountable Care Organization
ACS	CMS Adult Core Set
BHCS	CMS Behavioral Health Core Set
CCS	CMS Child Core Set
HH	Health Home measures for the subset of Medicaid members receiving Medication Assisted Treatment at a Hub or a Spoke.
Steward Acronyms	
AHRQ	Agency for Healthcare Research & Quality
CDC	Centers for Disease Control
CMS	Centers for Medicare & Medicaid Services
DQA (ADA)	Dental Quality Alliance (American Dental Society)
HRSA	Health Resources and Services Administration
OHSU	Oregon Health and Science University
OPA	U.S. Office of Population Affairs

STATE OF VERMONT
DEPARTMENT OF VERMONT HEALTH ACCESS
COTIVITI INC.

CONTRACT #41062
AMENDMENT 1
PAGE 9 OF 11

PCPI	American Medical Association (AMA) convened Physician Consortium for Performance Improvement (PCPI)			
PQA	Pharmacy Quality Alliance			
PM	Measure	Set	Steward	Type
ACCP	Contraceptive Care - Postpartum Women ages 21-44	ACS	OPA	Administrative
ACCP	Contraceptive Care - Postpartum Women ages 15-20	CCS	OPA	Administrative
ACCA	Contraceptive Care - All Women ages 21-44	ACS	OPA	Administrative
ACCA	Contraceptive Care - All Women ages 15-20	CCS	OPA	Administrative
CUOB	Concurrent Use of Opioids and Benzodiazepines	ACS & BHCS	PQA	Administrative
CDEV	Developmental Screening in the 1st 3 years	ACO & CCS	OHSU	Administrative
VLS	HIV Viral Load Suppression	ACS	HRSA	Administrative or E.H.R
VTOB	Tobacco Use Screening (Component of NQF #0028)	HH	PCPI	Administrative
UODP	Use of Opioids at High Dosage in Persons w/out Cancer	ACS	PQA	Administrative
UODP	Use of Opioids at High Dosage in Persons Without Cancer	ACS & BHCS	PQA	Administrative
POUD	Use of Pharmacotherapy for Opioid Use Disorder	ACS & BHCS & HH	CMS	Administrative
TFLCH	Topical Fluoride for Children	CCS	DQA	Administrative
DCA	Diabetes Short Term Complications Admission Rate (PQI-01)	ACS	AHRQ	Administrative
COPD	COPD or Asthma in Older Adults Admission Rate (PQI-05)	ACS	AHRQ	Administrative
CHFA	Heart Failure Admission Rate (PQI-08)	ACS	AHRQ	Administrative
AAR	Asthma in Younger Adults Admission Rate (PQI-15)	ACS	AHRQ	Administrative
PQI92	Chronic Conditions Composite	HH	AHRQ	Administrative
SFMCH	Sealant Receipt on Permanent First Molars	CCS	DQA (ADA)	Administrative
OEV	Oral Evaluation, Dental Services	CCS	DQA (ADA)	Administrative

Global Commitment Waiver Evaluation Performance Measures

Steward & Other Acronyms

HEDIS	Healthcare Effectiveness Data & Information Set
NCQA	National Committee for Quality Assurance
NQF	National Quality Forum
PCPI	American Medical Association (AMA) convened Physician Consortium for Performance Improvement (PCPI)

STATE OF VERMONT
DEPARTMENT OF VERMONT HEALTH ACCESS
COTIVITI INC.

CONTRACT #41062
AMENDMENT 1
PAGE 10 OF 11

PM Abbrev	Measure	Population	Lead Data Production	Steward	Type
AAP	Percent of adult enrollees who had an ambulatory or preventive care visit (HEDIS® AAP-Total)	Total Medicaid	DVHA	NCQA	Administrative
ADV	Percent of children age 2-20 years with at least one dental visit (HEDIS® ADV-Total)	Total Medicaid	DVHA	NCQA	Administrative
AMB	Rate of ED visits per 1,000-member months (HEDIS® AMB-ED All Ages)	Total Medicaid	DVHA	NCQA	Administrative
AMB	Rate of ED visits per 1,000-member months	Total Medicaid, including dual eligible members	DVHA	NCQA	Administrative
AMB	Rate of ED visits per 1,000-member months	DDS Program Enrollees	DVHA	NCQA	Administrative
AMB	Rate of ED visits per 1,000-member months	CFC Program Enrollees	DVHA	NCQA	Administrative
AMB	Rate of ED visits per 1,000-member months	TBI Program Enrollees	DVHA	NCQA	Administrative
AMB	Rate of ED visits per 1,000-member months	CRT Program Enrollees	DVHA	NCQA	Administrative
AMB	Rate of ED visits per 1,000-member months	SED Program Enrollees	DVHA	NCQA	Administrative
VMCC**	Percent of all cause unplanned admissions for patients with multiple chronic conditions (NQF #2888)	ACO Members	DVHA	NQF	
BCS	Percent of female enrollees age 50 to 74 who receive breast cancer screening at appropriate intervals (HEDIS® BCS)	Total Medicaid	DVHA	NCQA	Administrative
CHL	Percent of female enrollees screened for Chlamydia (HEDIS® CHL)	Total Medicaid	DVHA	NCQA	Administrative
FUH	Percent of enrollees discharged who had follow-up at 7 days (HEDIS® FUH)	Total Medicaid	DVHA	NCQA	Administrative
FUH	Percent of enrollees discharged who had follow-up at 30 days (HEDIS® FUH)	Total Medicaid	DVHA	NCQA	Administrative
FUH	Percent of enrollees discharged who had follow-up at 7 days (HEDIS® FUH)	ACO Members	DVHA	NCQA	Administrative
FUH	Percent of enrollees discharged who had follow-up at 30 days (HEDIS® FUH)	ACO Members	DVHA	NCQA	Administrative
IET	Percent of enrollees using substances who initiate in treatment (HEDIS® IET-Total)	Total Medicaid	DVHA	NCQA	Administrative
IET	Percent of enrollees using substances who initiate in treatment (HEDIS® IET-Total)	ACO Members	DVHA	NCQA	Administrative
IET	Percent of enrollees using substances who engage in treatment (HEDIS® IET-TOTAL)	Total Medicaid	DVHA	NCQA	Administrative
IET	Percent of enrollees using substances who engage in treatment (HEDIS® IET-TOTAL)	ACO Members	DVHA	NCQA	Administrative
FUM	Percent of enrollees who received 7-day follow-up after discharge from ED for mental health (HEDIS® FUM)	ACO Members	DVHA	NCQA	Administrative
FUM	Percent of enrollees who received 30-day follow-up after discharge from ED for mental health (HEDIS® FUM)	ACO Members	DVHA	NCQA	Administrative
FUA	Percent of enrollees who received 7 day follow-up after discharge from ED for	ACO Members	DVHA	NCQA	Administrative

STATE OF VERMONT
DEPARTMENT OF VERMONT HEALTH ACCESS
COTIVITI INC.

CONTRACT #41062
AMENDMENT 1
PAGE 11 OF 11

	alcohol or other drug dependence (HEDIS® FUA)				
FUA	Percent of enrollees who received 30-day follow-up after discharge from ED for alcohol or other drug dependence (HEDIS® FUA)	ACO Members	DVHA	NCQA	Administrative
DSF	Percent of enrollees screened for clinical depression and who have a follow-up plan (HEDIS® DSF)	ACO Members	DVHA	NCQA	Administrative
DEV	Percent of enrollees who received developmental screening in the first 3 years of life (NQF #1448)	ACO Members	DVHA	PCPI	Administrative
HBD	Diabetes Mellitus: Percent of patients 18-75 years of age with diabetes whose most recent Hemoglobin A1c was poor control (>9%), missing or not done (NQF #0059)	ACO Members	DVHA	NCQA	Hybrid
CBP	Hypertension: Percent of adults 18-85 years of age with HTN whose BP was adequately controlled (HEDIS® CBP)	ACO Members	DVHA	NCQA	Hybrid

*When measure retired and no longer available through CMS Core, should Client advise this measure is still required by Client, measure will become a custom measure and be scoped and priced and the cost will fall under the "Change Requests (Ad Hoc)" row in the Pricing Table.

**This measure has been retired. Measure will become a custom measure and be scoped and priced and the cost will fall under the "Change Requests (Ad Hoc)" row in the Pricing Table.