

STATE OF VERMONT
DEPARTMENT OF VERMONT HEALTH ACCESS
CHANGE HEALTHCARE TECHNOLOGIES LLC

CONTRACT #36706
AMENDMENT #4
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STATE OF VERMONT CONTRACT AMENDMENT

It is hereby agreed by and between the State of Vermont, Department of Vermont Health Access (the "State") and Change Healthcare Technologies, with a principal place of business in Alpharetta, GA (the "Contractor") that the contract between them originally dated as of December 10, 2017, Contract #36706, as amended to date, (the "Contract") is hereby amended as follows:

I. Section 13 (Attachments) on page 3 of the base agreement is hereby deleted and replaced as follows:

13. Attachments. This contract consists of 62 pages including the following attachments, which are incorporated herein:

Attachment A - Specifications of Work to be Performed

Exhibit SOW A-2 to Attachment A: Contractor's Standard Form General Terms

Exhibit SOW A-2.1 to Attachment A: InterQual Transparency Cloud Solution Standard Terms

Exhibit SOW A-3 to Attachment A: Contractor's Standard Decision Management Terms for InterQual® Products

Exhibit SOW B-1 to Attachment A: Implementation, Education, and Consulting Services

Exhibit SOW E-1 to Attachment A: Products and ASP Services

Attachment B - Payment Provisions

Exhibit SOW A-1 to Attachment B: Fees Summary, Payment Schedule, Term and Administration

Attachment C - Customary State Contract provisions

Attachment D - Other Provisions

Attachment E - Business Associate Agreement

Attachment F - Customary Contract Provisions of the Agency of Human Services

Attachment G – Required Forms

Attachment H – Federal Terms Supplement

The order of precedence of documents shall be as follows:

- 1). Standard Contract (the first three pages of this document)
- 2). Attachment D
- 3). Attachment C
- 4). Attachment H
- 5). Attachment A
- 6). Attachment B
- 7). Attachment E
- 8). Attachment F
- 9). Attachment G

II. Attachment A, Scope of Services. The scope of services is amended as follows:

Attachment A is hereby amended with the addition of Exhibit SOW A-2.1 to Attachment A: InterQual Transparency Cloud Solution Standard Terms, as attached to this Amendment.

III. Attachment D Other Terms: Section 6.1 Security Standards on Page 44 of the Base Contract is hereby deleted in its entirety and replaced as set forth below:

6.1 Security Standards. To the extent the Contractor or its subcontractors, affiliates or agents handles, collects, stores, disseminates or otherwise deals with State Data, the Contractor represents and warrants that it has implemented and it shall maintain during the term of this Contract the highest industry standard administrative, technical, and physical safeguards and controls designed consistent with International Security Organization (ISO) 27000, SOC 2 Type II report or HITRUST CSF Validated Assessment to (i) ensure the security and confidentiality of State Data; (ii) protect against any anticipated security threats or hazards to the security or integrity of the State Data; and (iii) protect against unauthorized access to or use of State Data. Such measures shall include at a minimum: (1) access controls on information systems, including controls to authenticate and permit access to State Data only to authorized individuals and controls to prevent the Contractor employees from providing State Data to unauthorized individuals who may seek to obtain this information (whether through fraudulent means or otherwise); (2) industry-standard firewall protection; (3) encryption of electronic State Data while in transit from the Contractor networks to external networks; (4) measures to store in a secure fashion all State Data which shall include, but not be limited to, encryption of confidential information at rest and multiple levels of authentication; (5) dual control procedures, segregation of duties, and pre-employment criminal background checks for employees with responsibilities for or access to State Data; (6) measures to ensure that the State Data shall not be altered without the prior written consent of the State; (7) measures to protect against destruction, loss or damage of State Data due to potential environmental hazards, such as fire and water damage; (8) staff training to implement the information security measures; and (9) monitoring of the security of any portions of the Contractor systems that are used in the provision of the services against intrusion on a twenty-four (24) hour a day basis.

IV. Attachment H, STATE OF VERMONT- FEDERAL TERMS SUPPLEMENT. Attachment H dated June 27, 2022, is hereby added to this Contract, and attached to this Amendment.

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

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debarment list at: <http://bgs.vermont.gov/purchasing-contracting/debarment>

Cybersecurity Standard Update 2022-01: 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 Update 2022-01, 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> . The parties agree that any changes, after the last date in the signature block below, to the Sate of Vermont Cybersecurity Standard 2022-01, are not applicable to the Contract, unless agreed by the parties in a signed writing.

State and Federal Terms for Products and Services. Contractor agrees that “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)” which is attached as Attachment H to this amendment, applies to any products or services provided to the State, at any time, when using federal funds. This document consists of 14 pages. Except as modified by this Amendment No.4, 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:

DocuSigned by:

Andrea De La Bruere 12/12/2022

201B29C84E7541E
ANDREA DE LA BRUERE, COMMISSIONER
280 State Drive, NOB 1 South
Waterbury, VT 05671-1010
Phone: 802-585-5356
Email: Andrea.DeLaBruere@vermont.gov

BY THE CONTRACTOR:

DocuSigned by:

Doug Edwards 12/9/2022

0414EECF87B1C485
DOUG EDWARDS, AVP SALES
Phone : 857-231-1360
Email : doug.edwards@changehealthcare.com

Exhibit A-2.1

InterQual Transparency Cloud Solution Standard Terms

Terms

1. InterQual Transparency Cloud Migration. During the period commencing on the Amendment Effective Date, Customer will migrate from InterQual Transparency Toolkit solution (“Transparency Toolkit”) to InterQual Transparency Cloud (“Transparency Cloud”) pursuant to the following:

1.1. Definitions. “Migration Period” means the period commencing on **Amendment Effective Date** and ending on the first date of Productive Use of Transparency Cloud (the “Migration End Date”).

1.2. Continued use of Transparency Toolkit. During the Migration Period, Customer has the right to continue using Transparency Toolkit under the terms and conditions of the Agreement.

1.3. Limited use of Transparency Cloud. During the Migration Period, Customer has a limited right to use and access Transparency Cloud internally and solely as necessary for testing and implementation purposes. Customer will not process live data in Transparency Cloud during the Migration Period.

1.4. On the Migration End Date:

1.4.1. Customer’s license and right to use Transparency Toolkit and any associated Third Party Software indicated on this Amendment and the right to receive support or other applicable Services related to such Software, is terminated at the Facilities set forth below;

1.4.2. CHC grants Customer a license to access and use Transparency Cloud subject to the terms and conditions of this Amendment;

1.4.3. The license fees and payment terms for Transparency Cloud after the Migration End Date through the expiration of the Renewal Term are the same as the license fees and payment terms for Transparency Toolkit before the Migration Period; and

1.4.4. The obligations upon termination or expiration and the archival access in Section 5.6.2 of the Agreement will apply with regard to Transparency Cloud.

1.5. Initial Implementation Services and Upgrades. “Initial Implementation Services” means the Services provided by CHC to Customer to migrate the Customer from the Transparency Toolkit solution to the Transparency Cloud solution, as further described below. Initial Implementation Services and Upgrades to Transparency Toolkit Service are included within the Transparency Cloud Service migration described above. However, an amendment is required for any additional Services or training that may result from of Upgrades or any Customer-specific integrations, and additional fees will apply. The Initial Implementation Services are no longer available after the Migration End Date.

2. Capitalized terms not defined in this Amendment are defined in the Agreement. All terms in the Agreement not modified by this Amendment are still in force. This Amendment contains all the terms agreed upon by the parties regarding the subject matter of this Amendment and supersedes any other communications relating to the subject matter of this Amendment.

Product Terms, Products and Facilities

1. InterQual Transparency – Cloud Terms and Conditions. InterQual Transparency is an

integrated software as a service solution that health plans may use to enable their Providers and Members with read-only access to the Clinical Content within the health plan portal.

a. License. Change Healthcare grants Customers a license to use InterQual Transparency, as identified on an Order Form, to post and disclose its licensed Clinical Content, Customer Authored Content, and any content that Customer customizes using the Customization Tool, to its Members and Providers in a read-only format and accordance with the posting requirements in Section 1(a)(ii) below. Content disclosed in InterQual Transparency is only for reference and is not licensed to conduct or perform medical necessity reviews or determinations.

b. Posting Content. Customer may use InterQual Transparency to share certain of the utilization management criteria and associated Clinical Content that Customer licenses from Change Healthcare, Customer Authored Works any customized content that Customer creates using InterQual Customize, contained within the InterQual Products and Services with Customer's Providers via Customer's Website, provided that:

- i. Customer makes the Clinical Content, Customer Authored Content or custom content created using the Customization Tool accessible only to Providers;
- ii. Customer is responsible for any breach of the Order Form or any other unauthorized dissemination of any portion of the Content accessed by any Providers via Customer's Website;
- iii. the Content may only be used to review Customer's utilization management criteria for Members of Customer's health plans that are treated by Providers; and
- iv. Customer ensures that Providers and Members agree to the Provider Pass-Through Terms and Conditions (as defined below).

2. Requirements and Restrictions. The following requirements and restrictions apply to InterQual Transparency Cloud.

a. Posting CPT Codes. If any content provided to Customer by Change Healthcare contains American Medical Association ("AMA") Current Procedural Terminology ("CPT") codes, Change Healthcare grants Customer the right to the display the CPT codes included within the content on Customer's Website to Providers, on the express conditions included in the foregoing section as well as the condition that Customer maintains an appropriate license from the AMA to use and display the AMA CPT codes in such manner. Customer agrees to indemnify Change Healthcare for any costs and damages, including any distribution fees or royalties owed to the AMA, resulting from Customer's failure to comply with the terms of this section.

b. Pass-Through Terms for Providers and Members. Customer will ensure that each time a Provider enters the section of Customer's Website containing utilization management criteria and associated Clinical Content, Provider must affirmatively agree to abide by the following terms and conditions, or terms and conditions that are no less restrictive than the following (the "Provider Pass-Through Terms and Conditions"):

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Customer is providing access to utilization management criteria and associated clinical content ("Criteria/Content") to Provider subject to the terms and conditions contained in this agreement, which may be updated from time to time.

Provider's right to access and use the Criteria/Content is non-transferable, nonexclusive, and is for the sole purpose of reviewing such information related to caring for Customer's members.

Provider will limit access to the Criteria/Content only to (i) employees and agents of Provider and further (ii) the limited extent necessary to review and evaluate the Criteria/Content relevant to the Provider's specialty area or related to the care of a specific member's condition.

Provider will protect the confidentiality of the information contained in and provided by the Criteria/Content and to which it has access to under this agreement, by using at least the degree of care and security it uses to protect its own confidential information.

Provider acknowledges and agrees that any unauthorized disclosure or distribution of the confidential information may result in irreparable injury to Customer or Customer's licensor(s), entitling the injured entity to obtain immediate injunctive relief in addition to any other legal remedies available.

Provider will not modify, translate, decompile, disclose, create nor attempt to create any derivative work of the Criteria/Content.

Provider acknowledges that the Criteria/Content is in no way intended to prescribe, designate, or limit medical care to be provided or procedures to be performed. Provider accepts responsibility for and acknowledges that it will exercise its own independent judgment in its use of the Criteria/Content and will be solely responsible for such use.

Provider will indemnify and hold Customer, and its affiliates, officers, agents, licensors or other partners, and employees, harmless from any claim, demand, or damages, including reasonable attorneys' fees, arising out of Provider's use of the Criteria/Content or from its violation of the intellectual property rights or confidentiality obligations contained in this agreement.

Provider acknowledges that the Criteria/Content, including all applicable rights to patents, copyrights, trademarks, and trade secrets inherent therein and appurtenant thereto, are the sole and exclusive properties of third parties, including Customer's licensors, who have licensed such rights to Customer. Provider agrees that no rights in the Criteria/Content are hereby conveyed to Provider except to the extent that Provider has the right to access the Criteria/Content.

THE CRITERIA/CONTENT IS PROVIDED TO PROVIDER "AS IS," "WITH ALL FAULTS," AND "AS

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AVAILABLE.” In addition, Customer’s licensors will not for any reason be deemed a party to this agreement, and Provider will look solely to Customer for the performance of any obligations due to Provider hereunder.

Provider acknowledges that the Criteria/Content may incorporate the Current Procedural Terminology (“CPT”) codes developed and copyrighted by the American Medical Association (“AMA”). CPT codes and terminology are provided pursuant to licenses granted by the AMA, and Provider’s access to updated versions of such terminology depends on Customer’s or its licensors’ continuing contractual relations with the AMA. AMA reserves the right to modify the CPT at any time.

Provider acknowledges that the Criteria/Content, and CPT terminology, including all applicable rights to patents, copyrights, trademarks, and trade secrets inherent therein and appurtenant thereto, are the sole and exclusive properties of third parties, including Customer’s licensors and/or the AMA, who have licensed such rights to Customer. Provider agrees that no rights in the Criteria/Content and CPT terminology are hereby conveyed to Provider except to the extent that Provider has the right to access the Criteria/Content.

CPT copyright 2022 American Medical Association. All rights reserved. Fee schedules, relative values, conversion factors and/or related components are not assigned by the AMA, are not part of CPT, and the AMA is not recommending their use. The AMA does not directly or indirectly practice medicine or dispense medical services. The AMA assumes no liability for data contained or not contained herein. CPT is a registered trademark of the American Medical Association. Applicable FARS/DFARS restrictions apply to Government use.

The Criteria/Content includes CPT which is commercial technical data and/or computer databases and/or commercial computer software and/or commercial computer software documentation, as applicable which was developed exclusively at private expense by the American Medical Association, AMA Plaza, 330 North Wabash, Suite 39300 Chicago, Illinois, 60611-5885. U.S. Government rights to use, modify, reproduce, release, perform, display, or disclose these technical data and/or computer data bases and/or computer software and/or computer software documentation are subject to the limited rights restrictions of DFARS 252.227-7015(b)(2) (November 1995) and/or subject to the restrictions of DFARS 227.7202-1(a) (June 1995) and DFARS 227.7202-3(a) (June 1995), as applicable, for U.S. Department of Defense procurements and the limited rights restrictions of FAR 52.227-14 (December 2007) and/or subject to the restricted rights provisions of FAR 52.227-14 (December 2007) and FAR 52.227-19 (December 2007), as applicable, and any applicable agency FAR Supplements, for non-Department of Defense Federal procurements.

c. Updates to Pass Through Terms. Customer will be periodically notified by CHC of required revisions to the Provider Pass Through Terms and Conditions, including via Documentation.

3. Subscription Services.

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a. **Use of Subscription Services.** Customer and its Permitted Users may use the Subscription Services identified on an Order Form for Customer's internal business purposes during the term specified in that Order Form.

b. **Restrictions.** Customer's use of the Subscription Services is expressly subject to the following restrictions:

- i. use of the Subscription Services may be limited by Facilities or other usage-based variables specified in an Order Form;
- ii. Customer will not attempt to interfere with or disrupt the Subscription Services; Customer will not attempt to gain access to any systems or networks that connect to the Subscription Services except as authorized by CHC for the express purpose of using the Subscription Services as permitted under the Order Form;
- iv. Customer will not attempt to scan, probe, penetrate, hack, defeat, or compromise any security measures of the Subscription Services, or any systems or networks operated by CHC; and
- v. the Subscription Services will not be accessed or used to provide services to Third Parties unless expressly permitted in an Order Form.

c. **Subscription Support.** CHC will provide Subscription Support in accordance with the applicable Documentation.

d. **Subscription Services Warranty.** CHC warrants that the Subscription Services will perform in material accordance with the functional specifications in the applicable Documentation.

e. **Implementation Services.** Implementation Services purchased by Customer will be identified on the applicable Order Form. CHC will provide the Implementation Services in accordance with the implementation guidelines identified in the applicable Documentation.

f. **Subscription Testing.** Customer may test the Subscription Services during the Subscription Test Period to ensure that it performs in material accordance with the functional specifications in the Documentation. If Customer provides notice to CHC of a reproducible material nonconformity with the functional specifications in the Documentation during the Subscription Test Period, then the Subscription Test Period will be extended until CHC corrects the nonconformity. If CHC is unable to correct the nonconformity within 180 days of Customer's notice, then either party may terminate the impacted Subscription Services.

g. **Login Credentials.** Customer solely is responsible for issuing login credentials to its Permitted Users. In addition:

- i. Customer will:
 - a) limit access to the Subscription Services to Permitted Users;
 - b) require that each Permitted User use only the unique login credentials

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assigned to the Permitted User; and
c) maintain a current directory of its Permitted Users and share the directory with CHC upon CHC's request.

ii. Customer will require each Permitted User to:

a) protect the confidentiality of all login credentials; and
b) notify Customer immediately of any known or suspected breach of the confidentiality of any login credentials.

h. Notice of Unauthorized Access. Customer will notify CHC immediately of any known or suspected unauthorized access to, or use of, the Subscription Services or breach of the confidentiality of login credentials.

i. Modification of Subscription Services. CHC may, in its reasonable discretion, modify the Subscription Services, provided that the modification does not substantially reduce the functionality set forth in the Documentation.

j. Suspension of Subscription Service. CHC may suspend access to a Subscription Service if the performance, integrity, or security of the Subscription Service is adversely impacted or at risk of being compromised.

k. Definitions.

“Installation Date” means the date the Subscription Services are available for Customer use.

“Subscription Services” means an on-demand service that allows Customer to have remote access to or use of a software application (including new releases, updates, revisions, improvements, and modifications of that application) that is hosted, managed, or operated by CHC.

“Subscription Support” means support services for the Subscription Services consisting of telephone support, problem resolution, and updates delivered by CHC. Subscription Support does not include: (a) development of customizations for any Subscription Service, or (b) services to correct improper integration of a Subscription Service not performed by CHC authorized personnel.

“Subscription Test Period” means the 30-day period beginning on the Installation Date.

4. Third Party Products.

a. CHC may provide Third-Party Products to Customer together with, or incorporated into, the CHC Product. Customer is authorized to use these Third-Party Products solely with the related CHC Product. Customer's use of Third-Party Products is subject to the terms of this Amendment and any applicable terms on <https://customerconnection.changehealthcare.com/tpt/login> (“Third-Party Terms”),

b. If any Third-Party Terms conflict with this Amendment, then the conflicting Third-Party

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Terms control only with respect to the Third-Party Solution to which they apply. CHC may substitute any Third-Party Product licensed to Customer with different Products or Services containing similar features and functionality. If a Third Party raises its fees for a Third-Party Solution, then CHC may increase its fees to Customer by the same amount on the next invoice.

5. Product Integrations and Interfaces.

a. Customer may not install any interface and/or integration to the Software without the prior written consent of Change Healthcare, not to be unreasonably withheld. Only interfaces or integrations, including Customer-developed integrations or third-party integrations, that have been approved by CHC in writing may be used in conjunction with Products and Services. Customer is solely responsible for securing the installation, support, and maintenance of any interface and/or integration. ALL SUCH INTERFACE OR INTEGRATION PRODUCTS AND SERVICES ARE NOT PROVIDED BY CHC AND ARE EXPRESSLY EXCLUDED FROM WARRANTIES PROVIDED BY CHC UNDER THE AGREEMENT

b. To the extent Customer is permitted to develop an interface or integration for use in conjunction with Products and Services, Customer will develop such integration in accordance with specification guidelines or other Documentation as provided by CHC, and such interface or integration will be subject to CHC’s then-current integration validation process.

IMPLEMENTATION, EDUCATION, and CONSULTING SERVICES

**InterQual® Implementation Services
 PRICING (MHS18479-M)**

Table 1: Services for Department of Vermont Health Access

InterQual Services
<p><u>InterQual Transparency - Cloud Migration Services</u></p> <p>1. CHC will provide services to migrate Customer fr Transparency legacy system to InterQual Transparency Cloud</p> <ul style="list-style-type: none"> • InterQual Cloud consulting on Customer’s integration config setup, and testing coordination • User rollout project consulting support • Remote Project Management and Technical Support duri

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Facility

Department of Vermont Health Access
 NOB 1 South, 280 State Drive
 Waterbury, VT 05671-1010

Attn: Christine Ryan, Nursing Operations Director
Tel: + (802) 241-9332
E-Mail: Christine.C.Ryan@vermont.gov

Software	Size / Type
# InterQual Transparency™ - Cloud	180,000 / CL

STATEMENT OF PROJECT SCOPE

Services will be delivered in accordance with the Change Healthcare Guide to Standard Implementation and Training Services (“Services Guide”).

ASSUMPTIONS

General Assumptions

1. Services will be delivered in accordance with the Change Healthcare Guide to Standard Implementation and Training Services (“Services Guide”).
2. Services will be delivered remotely.
3. If Customer identifies a business or technical need that falls outside the scope of the Services, the Change Control Process will be invoked as per the Services Guide. Services will be billed at the rates as per the Services Guide.
4. The implementation timeline will be dependent upon the availability of required feature/functionality from SSO vendor.
5. Customer will dedicate adequate corporate-level staff to implement, including an executive sponsor, business owner, project manager, and subject matter experts in clinical, business, claims, and technical areas.
6. State/region-specific support will be needed in those areas that differ.

InterQual Cloud Assumptions

1. Change Healthcare will provide support with the InterQual Cloud Application Program Interface configuration and integration.
2. Facility provisioning for the integrator whereby Change Healthcare will create an organization in the InterQual Cloud system to add Facility(s). Customer is responsible for User provisioning.
3. A single configuration of the InterQual Criteria product, version, or subsets will be leveraged by all providers.

Single Sign-on (“SSO”) Project Deliverables and Assumptions

SSO Integration Services will be provided during the active implementation project. Change Healthcare will create organization and facilities internally that match the Customers requirement to allow for SSO communication to match to a Change Healthcare entity. If required, Customer may need to purchase a Class 2 Certificate for SSO. SSO Services include:

1. The SSO Software is configured to act in the Service Provider (SP) role to enable the SSO

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use case.

2. Customer will be responsible for program development to accommodate the SSO requirements.
3. Review SSO functionality and assist Customer with configuration of SSO software to meet requirements based on SSO functionality capabilities.
4. Assist with SSO validation and testing.
5. Change Healthcare will provide technical consulting support during the SSO integration which will provide access to InterQual Connect via an authentication token.

2. OUT OF SCOPE

1. System integrations outside those identified above.
2. Customer's provider relations staff is responsible for provider rollout and will provide training to the provider community.
3. Ability to perform interactive InterQual medical reviews and/or retrieve the results of a medical review.
4. The project excludes work related to payer utilization management and/or case management system(s).

3. DEFINITIONS

“Fixed Fee (“FF”)” means that the Services will be delivered by Change Healthcare at a set price considering the project scope and the time and resources necessary to complete the Services.

ATTACHMENT H
STATE OF VERMONT- FEDERAL TERMS SUPPLEMENT (Non-Construction)
for all Contracts and Purchases of Products and Services Using Federal Funds
(Revision date: June 27, 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 AND FEDERAL WATER POLLUTION CONTROL 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.
4. 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.
5. 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.
6. 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

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implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (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).