

STATE OF VERMONT
DEPARTMENT OF VERMONT HEALTH ACCESS
VERMONT INFORMATION TECHNOLOGY LEADERS

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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 Vermont Information Technology Leaders, with a principal place of business in Burlington, Vermont (the "Contractor") that the contract between them originally dated as of January 1, 2022, Contract #43412 (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 \$9,649,410.00 to \$13,971,863.00, representing an increase of \$4,322,453.00.
- II. **Contract Term.** The Contract end date, wherever such reference appears in the Contract, shall be changed from December 31, 2023, to June 30, 2023.
- III. **By deleting Number 8 (Attachments) and Number 9 (Order of Precedence) beginning on Page 1 of the base contract and replacing as follows:**
 8. **Attachments.** This Contract includes the following attachments which are incorporated herein:
 - Attachment A – Statement of Work
 - Exhibit 1– VITLAccess Terms and Conditions for State Health Providers
 - Attachment B – Payment Provisions
 - Attachment C – Standard State Provisions for Contracts and Grants
 - Attachment D – Other Terms and Conditions for Information Technology Contracts
 - Attachment E – Business Associate Agreement
 - Attachment F – Agency of Human Services’ Customary Contract/Grant Provisions
 - Attachment G – Business Partner Agreement
 - Attachment H – Federal Terms Supplement
 - Appendix I – Subcontractor Approval Form
 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 - Other Terms and Conditions for Information Technology Contracts
 - 3) Attachment C - Standard State Provisions for Contracts and Grants
 - 4) Attachment H – Federal Terms Supplement
 - 5) Attachment A - Statement of Work with Exhibits
 - 6) Attachment B - Payment Provisions
 - 7) Attachment E - Business Associate Agreement
 - 8) Attachment F - Agency of Human Services’ Customary Contract/Grant Provisions
 - 9) Attachment G - Business Partner Agreement
 - 10) Other Attachments

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IV. By deleting Sections 3.3, 5, 6, 7, 8, 9, and 12 from Attachment A, as amended (as applicable), and replacing them as set forth below:

3.3. Contractor shall operate the VHIE to meet the following outcomes and requirements related to Medicaid operations.

- i. Outcome 7 – Medicaid operations: Availability of the HIE system to positively impact health policy priorities.
- ii. In reporting to the State, as defined through the DED process, the Contractor shall demonstrate how the VHIE system has met the following requirements aimed at addressing the outcomes listed in this section 3.3.
 - a) Contractor shall leverage the newly implemented Collaborative Services platform to support Medicaid services, including but not limited to, data reporting for the Blueprint for Health Program producing the Blueprint VCR extract based on the Blueprint specified priority one data elements for the initial extract at a minimum, and with a cadence as determined through the DED process.
 - b) Contractor shall continue to manage the subscription process for the hosting service at Knack for the Blueprint Portal, as required by the Blueprint team. The Blueprint portal includes an interface for sharing Blueprint practice and connectivity data with VITL for the purpose of facilitating any future data quality work conducted with Blueprint practices.
 - c) Maintain Medicaid claims data connection in accordance with standards set in VHIE Connectivity Criteria and transmission requirements as articulated by Vermont Medicaid.
 - d) Contractor shall provide the Outcomes Based Certification metrics, as specified in 3.1.i, 3.1.ii, 3.1.iii, 3.1.iv, 3.2.i, 3.2.ii, 3.2.iii, and 3.3.i to DVHA on a quarterly basis, with the data broken out by month in a dashboard (spreadsheet) that can be used to support the Outcomes Based Certification commitment to the Centers for Medicaid and Medicare.
 - e) Contractor shall provide a Connectivity Dashboard monthly, which will include data about all current and requested VHIE Connections (Interfaces) for all data types for organizations contributing data to and/or receiving data from the VHIE.
 - f) Contractor shall provide a Cost Allocation Dashboard quarterly displaying the percentage of Medicaid data usage by downstream stakeholders broken out by month.
 - g) Contractor shall continue to produce daily clinical file extract for Vermont Medicaid to meet the federal interoperability rule. Contractor shall supply, at a minimum, all data elements for current Medicaid members as defined by the version 1 of the USCDI to lupHealth in a daily extract containing data received within the past 24 hours.

5. Connecting Patients, Providers & Other Users to Health Data – Description of Services

Contractor shall work to increase the data sources contributing to the data in the VHIE and increase meaningful access to health data on the system through means such as a provider portal, direct feeds to EHR and care coordination systems, and providing access to patient data through third-party applications as directed by federal interoperability rules.

To facilitate the sharing of health records, the Contractor will follow existing and new standard data exchange transport protocols including putting support for FHIR APIs in place for both HCO and Patient uses. As called for in 45 CFR Parts 170 and 171, RIN 0955-AA01, CMS's Interoperability and Patient Access Final Rule (CMS-9115- F) identifies HL7 FHIR as the preferred standard to support data exchange via secure APIs and US Core Data for Interoperability (USCDI) version 1 data set for defining electronic health information (EHI). Contractor shall comply with this standard by the deadlines articulated in associated federal regulations. Interfaces shall be developed by Contractor in partnership with HCOs and their respective EHR vendor(s). Data in the VHIE is mapped to FHIR; data that HCOs contribute to the VHIE in a standard format will be made available via the proposed new FHIR APIs. These APIs will provide a standard way for the VHIE stakeholders to exchange data, and will enable patients to access to their data electronically.

Contractor shall:

- i. Implement a minimum of ninety (90) new Interface connections, as prioritized by the State, that will be mapped to the FHIR DB with HCO Locations that are prioritized based on the Interface Prioritization Matrix by the HIE Steering Committee. Attestation by the HCO or their vendor will be provided confirming that the interface is live and functioning as expected.
- ii. Leverage the requirements needed for a VHIE Results Delivery solution to execute a Request for Proposals (RFP) for vendor solutions. The Contractor shall provide the state with a procurement strategy, the executed RFP and a summary of results upon evaluating responses to the RFP.
- iii. Implement the selected VHIE Results Delivery solution.
- iv. Prepare a cutover document to detail how affected VHIE systems may connect to the eHealth Exchange hub, a national network to support nationwide access to patient data.
- v. Implement and test initiator and responder connections from the VHIE to the eHealth Exchange hub.
- vi. Develop user education and training resources to support the launch of a new provider portal in the form of live training, a training webinar recording for local security officers and users, quick how-to videos, and a user manual.
- vii. Launch the new provider portal as demonstrated by a list of live organizations transitioned for use of the new portal.
- viii. Add prescription fill history to the provider portal for authorized users.
- ix. Demonstrate eHealth Exchange querying live in provider portal.

6. Final Implementation of the VHIE Collaborative Services Project – Description of Services –

Contractor shall complete implementation and technical transitions of the VHIE related to the Collaborative Service Project system-wide enhancements to develop the VHIE for use as a central component of Vermont's Unified Health Data Architecture.

To facilitate work under this section, Contractor shall:

- i. Provide a test plan for the Data Repository upgrade from FHIR R3 to R4.
- ii. Attest to the application of standard FHIR R4 release including all impacted clinical resources. Customizations to R4 required for State data must be approved by the State prior to implementation.
- iii. Attest to the application of standard FHIR R4 release including all impacted claims resources. Customizations to R4 required for State data must be approved by the State prior to implementation.

- iv. Design approach for use of the State's Mulesoft/Okta infrastructure for development of API(s) and determine State and Contractor partnership regarding shared licensing arrangement.
- v. Attest to the completion of patient or provider-API testing.
- vi. Provide technical specifications for access and use of patient or provider API and attestation of live API functionality.
- vii. Provide a plan for defining and prioritizing additional API needs.
- viii. Provide education materials on use of the API to access patient health data.
- ix. Develop technical documentation for API users, including but not limited to security and deployment protocols.
- x. Maintain legacy operations to ensure complete transition from legacy systems to current operating systems. Any required costs to be approved in advance through proposal delivered by Contractor to State no later than June 30, 2022

7. Leveraging the Unified Health Data Architecture to Support and Enhance Public Health Efforts – Description of Services

Following integration efforts that occurred in response to the COVID-19 pandemic, the next phase of integration between the Vermont Department of Health (VDH) and the VHIE targets bi-directional exchange of immunization data between the State's Immunization Registry and the VHIE to ensure records on the VHIE are complete and to enhance records made available to providers at the point of care.

To facilitate work under this section, Contractor shall:

- i. Design an approach to integrating the State's Immunization Registry (IMR) with the VHIE, utilizing the State's MuleSoft and Okta solutions.
- ii. Execute deliverables as approved in the designed approach to IMR and VHIE integration.
- iii. Expand Immunization Bidirectionality (IBID) program to include all VACMAN pins from Northeastern Vermont Regional Hospital (NVRH), followed by at least five additional Health Care Organizations containing one or more VACMAN pins, as agreed to by VDH and Contractor and as prioritized by VDH. VACMAN pins are identifiers assigned by the VDH Immunization program to an HCO at the practice or site level.

8. Enhancing Medicaid Operations with Health Data and Data Services available through the VHIE – Description of Services

Contractor shall support the State's efforts to meet or exceed the requirements of Medicare and Medicaid Programs; Patient Protection and Affordable Care Act; Interoperability and Patient Access for Medicare Advantage Organization and Medicaid Managed Care Plans, State Medicaid Agencies, CHIP Agencies and CHIP Managed Care Entities, Issuers of Qualified Health Plans on the Federally-Facilitated Exchanges, and Health Care Providers (the "Interoperability Rule"), 85 FR 25510 (May 5, 2020). The specifications of delivery will be articulated in this contract, which will be augmented through the Specifications Order process as noted in Section 11.

Contractor shall provide the ongoing support as noted in section 3.3.ii.g.

9. Further Streamlining the HIE Technical Architecture and adding additional data types – Description of Services

The State continues to design Medicaid population health programs with the notion that a complete understanding of a person's health experience and the factors influencing their health is essential to impacting quality of care, coordination of care, cost of care, and provider burden. The HIE is essential to ensuring that the State has the needed data to impact health policy priorities, and this funding will be used to develop and use the HIE system for this purpose. This includes, but is not limited to, consolidating data systems to streamline the HIE function of collecting health data to include clinical, claims, social determinants of health and other clinically sensitive data, and

developing reporting infrastructure to use longitudinal health record data to inform Medicaid operations.

To facilitate work under this section, Contractor shall:

- i. To enhance reporting infrastructure, design and develop implementation strategy of data architecture for data tables, data elements, indices, referential integrity, reporting data model, and access points.
- ii. Develop a stakeholder engagement plan for documenting current and future VHIE reporting needs.
- iii. Execute implementation activities to occur in 2022 as directed by approved reporting infrastructure implementation strategy.
- iv. Continue the coordination of the Part II+ Group of the Health Information Exchange Steering Committee as described in the State's Health Information Technology (Exchange) Strategic Plan.
- v. To advance the possibility of exchange of substance use disorder data through the VHIE, continue the coordination of a program of education for mental health and substance use disorder treatment organizations, including but not limited to Vermont's Designated Agencies (DA) and Specialized Service Agencies (SSA) focused on VHIE capabilities and potential uses of the VITLAccess provider portal.
- vi. Develop requirements specifications for ingesting social determinants of health data onto the VHIE with consideration for standards set by the USCDI and the Gravity Project.
- vii. Design an implementation approach for ingestion of social determinants of health data, due no later than August 2022, and begin implementation as approved by State.
- viii. Document user requirements for a user group (VDH) to access deidentified data by bulk query for population health analysis. Research and develop legal and technical requirements and constraints for providing deidentified data. Based upon requirements, develop design approach for implementing the capability to provide deidentified data. Begin development and execution of a plan for implementation, as possible depending on scope of requirements and design phases.

12. VHIE Enhancement: Data Quality Services

Contractor shall work with Vermont Rural Health Alliance (VRHA) to execute a data use process based on Institute for Healthcare Improvement methodology ("the Model"), with Vermont Health Care Organizations (HCOs). The Model shall aim to improve individual processes or behaviors occurring within the clinical setting that impact chronic conditions and preventive care for use with Federally Qualified Health Centers (FQHC).

12.1. To execute the Model for improvement, Contractor shall:

- i. Maintain and augment the Model to support data quality and quality improvement with FQHCs. This Model was described in the document "The VHRA Improvement Model & its Lessons for Vermont Data Quality Improvement Initiatives" produced under contract #40957 with the State and Contractor ("Model Document"). Examples of work under the Model in 2022 include, but are not limited to:
 - a. Responding to requests from participants to work on a particular data point (e.g. fecal occult blood test (FOBT) answers) or implementing a new screening (e.g. Hunger Vital Signs)
 - b. Adding data sets to fill out data for a health center (such as geocoding)
 - c. Working with health centers on quality improvement projects that they have identified
 - d. Reviewing data and identifying opportunities for health centers to improve (gap analysis)
- ii. Use information technology systems to support data quality and quality improvement with FQHCs. Ongoing work in this area will include, but not be limited to:

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- a. Enhancing the current Qlik analytics environment or adding additional data feeds to the Qlik environment to enhance data for health centers (e.g. immunization feeds, automated report delivery)
 - b. Investigating technology systems and upgrades to current systems that will provide additional functionality for health centers.
 - iii. Develop prototypes of business intelligence supports for the FQHCs that may be replicated for use with other HCOs.
- 12.2. Contractor shall provide the following deliverables:
- i. A monthly report of accomplishments and plans with a summary of activities, to be submitted to the State, including but not limited to:
 - a. A summary of data and stakeholder work
 - b. Data extracts and Qlik applications that have been developed or enhanced
 - c. Status of content expert model engagements with FQHCs
 - d. FQHC education strategies and plans
 - e. Engagement with stakeholder groups and impacted HCOs to advance their understanding and use of data, and overall engagement in the improvement model
 - ii. A data training series, including at least 4 Data Road Shows conducted in person or virtually at participating FQHCs. A Data Road show shall include at a minimum: sharing available data and services and soliciting ideas for enhancements, supporting both FQHC engagement, and continuous improvement of Model supports.
 - iii. An annual security risk assessment conducted by an external firm, to occur before 8/31/2022, to ensure proper data protections are in place.
 - iv. Participation in immunization data transfer planning and data quality work, and offering subject matter expertise related to immunization data needs and data use opportunities:
 - a. Documentation of FQHC immunization data needs including panel management uses
 - b. Plan for distribution of COVID-19 immunization data that Contractor provides
 - c. Documentation of FQHC EHR capabilities for ingestion of immunization data, and
 - d. Documentation of initial data validation and data quality work done to make immunization data usable by the FQHCs
 - v. Operational support for Data Quality Services implementation
- 12.3.
- a. Integration of vaccine data on behalf of FQHCs through flat file data transfers from VITL to Bi-State;
 - b. Bi-Directional immunization training development and strategic planning with VDH for onboarding and inclusion of FHQHC;
- 12.4. Training: (VRHA) to deliver training series including at least 4 webinars / recorded videos open to health centers and broader Vermont Health care community

V. By adding the following Section 13 to Attachment A:

13. FHIR Part 2

- i. Work will be phased, with interim deliverables such as completed questionnaires, message sample reviews, and work plans.
 - a. The Contractor shall create an interface from each DA/SSA to the HIE to receive clinical data via the DA or SSA's interface vendor.
 - b. Develop Services Agreements that are appropriate for ingestion and sharing of Part 2 data.
 - c. Negotiate and execute Services Agreements with each DA/SSA, as appropriate

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- ii. Develop an implementation approach that incorporates security standards to designate sensitive data and restrict disclosure to ensure the recipient of resources with security-tags is obligated to enforce the handling caveats of the tags and carry the security labels forward as appropriate.

VI. By deleting Attachment B, Section 9 in its entirety and replacing it as set forth below:

9. The payment schedule for delivered products, or rates for services performed, and any additional reimbursements, are as follows:

Table 1.1: Payment Provisions – Operations

Medicaid Outcome Measures	Outcomes Metrics and System Requirements	Frequency	Maximum Payable Amount 1/1/22-12/31/22	Maximum Payable Amount 1/1/23-6/30/23	
Direct Care / Care Coordination					
Outcome 1: Improve Medicaid providers' ability to effectively treat and coordinate care for Medicaid beneficiaries by creating one health record for every Vermonter accessible to treating providers and care coordinators.	3.1.v(a) Operate the VHIE Services Modules to ensure they are operational seven (7) days a week and 24 hours a day with at least a 94% average monthly uptime. This infrastructure includes the Master Patient Index Tool, Integration Engine, Terminology Service, Provider Portal, Direct Secure Messaging and Transactional Warehouse.	Monthly	\$906,118.00	\$528,059.00	
	3.1.v(b) Provide the State with Contractor's downtime notification policy detailing the notification procedures in the case of downtime of any of Contractor's services provided under this Contract on an annual basis. The policy shall describe which customers are notified after what period of downtime, and which services apply to this policy.				
	Outcome 2: Enable longitudinal, population-based evaluation of Medicaid patients to optimize Medicaid services and care delivery.				3.1.v(c) Report unplanned downtime periods exceeding two (2) hours in duration of the VHIE, VITLAccess, VITLDirect, direct connection to State systems, or other data exchange services to the State Program Manager at the time of VHIE client notification. Contractor shall notify clients of planned downtime activities that impact use of the VHIE.
	3.1.v(d) Operate disaster recovery capabilities for Rhapsody and TermAtlas, as defined in the Disaster Recovery Plan provided by				

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	<p>CI to the Contractor and approved by the State, to recover from unplanned downtime events in the VHIE production infrastructures.</p>			
	<p>3.1.v(e) Operate the technology that allows authorized health care providers, with patient consent, the ability to obtain Medication History through VITLAccess as provided by Contractor’s Medication History vendor. Contractor shall maintain consent management technical and operational infrastructure to support the State’s consent protocols for access to data on the VHIE. Contractor shall also support patient education about consent choices by making resources available to health care organizations and directly to patients.</p>			
	<p>3.1.v(f) Maintain consent management technical and operational infrastructure</p>			
	<p>3.1.v(g) Maintain network to network data exchange service implementations from EHRs such as eHealth Exchange initiator and responder capability, which is also called Cross Community Access.</p>			
	<p>3.1.i.v(h) Report on health records made available to treating providers through the VHIE demonstrated by number of VITLAccess users, number of HCOs using VITLAccess divided by the number of potential HCOs who could use VITLAccess, number of patient queries through VITLAccess.</p>			
	<p>3.1.v(i) Utilize the VHIE Technical Support Services Team to support client and client EHR vendor issues related to maintaining connections to the VHIE and its supporting infrastructure and respond to all client technical support inquiries within 2 business days.</p>	<p>Monthly</p>	<p>\$735,008.00</p>	<p>\$367,504.00</p>
	<p>3.1.v(j) Maintain the levels of performance (including, but not limited to, a User Directory to maintain roles and privileges), availability, and Security for the</p>			

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	VITLAccess web-based service as defined in the correlating DED.			
	3.1.v.(k) Provide on-demand training or support resources to help VITLAccess users learn how to use the portal, including but not limited to resources that will be accessible in emergency situations where time to train is limited and quick, task-oriented how-to's are needed. Provide a list of live trainings performed for emergency healthcare response/preparedness organizations to introduce organizations and staff to how to use VITLAccess.	Quarterly	\$141,510.00	\$70,755.00
	3.1.v.(l) Report the number of Medicaid patient records transmitted from the VHIE to the Medicaid care coordination tool shows how the VHIE data system can provide data which enables care coordination efforts for Medicaid beneficiaries.	Quarterly	\$248,309.00	\$124,154.50
	3.1.v.(m) Report on number of audits of accessed data, and requests for records from individuals including format in which records are transmitted. Provide information about patient education activities related to Vermont's consent to share health data via the VHIE policy.	Quarterly	\$325,770.00	\$162,885.00
Outcome 3: Improve Medicaid providers' ability to effectively treat and coordinate care for Medicaid beneficiaries by alerting providers to admissions, discharges, and transfers of their patients.	3.1.v.(n) Report on number of ADT messages sent to event notification services.	Quarterly	\$209,503.00	\$104,751.50
	3.1.v.(o) For Medicaid beneficiaries, maintain an identity matching rate of at least 90% (i.e., Medicaid Match Rate)			
	3.1.v.(p) Operate and maintain the Verato Master Person Index including work with the contributing organizations and their vendors to address any issues related to identity management and person records.			

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<p>Outcome 4: Improve Medicaid providers' ability to effectively treat and coordinate care for Medicaid beneficiaries by delivering laboratory, radiological, and transcribed reports through the VHIE.</p>	<p>3.1.v.(q) Operate and maintain a Terminology Services (TS) engine. For this Contract Term, Contractor shall continue to operate and maintain the TS engine to standardize local codes and unmapped data elements in HL7 Version 2 (ADT, Lab, Rad, Trans, VXU), HL7 Version 3 (CCD) message types, and FHIR Resources.</p> <p>3.1.v.(r) Report on number of LAB, RAD, TRANS messages captured by the VHIE and made available to health care organizations through VHIE.</p>	<p>Quarterly</p>	<p>\$152,961.00</p>	<p>\$76,480.50</p>
Public Health				
<p>Outcome 5: Enhance public health management of the Medicaid population (and general population) by automating capture and exchange of public health data through the VHIE system.</p> <p>Outcome 6: Support response to epidemic monitoring and emergency response by capturing and making available related data for the state's Public Health Authority</p>	<p>3.2.iii(a) Transport and validate Laboratory HL7 messages, or other message types as approved by the VDH, in accordance with the National Institute for Standards and Technology (NIST) Electronic Laboratory Reporting requirements, or VDH minimum requirements for other message types, and deliver messages to the VDH Rhapsody engine for ingestion into the National Electronic Disease Surveillance System (NEDSS) Base System (NBS).</p> <p>3.2.iii(b) Report on LAB messages captured in the VHIE and transmitted to the Public Health Authority, and the percent of total death records transmitted from the Death Registry that are integrated to the VHIE.</p> <p>3.2.iii(c) Transport and validate immunization HL7 messages, or other message types as approved by the Vermont Department of Health (VDH), in accordance with the Center for Disease Control (CDC) Immunization Implementation Guide, as modified by the VDH Immunization Implementation Guide, and deliver messages to the VDH Immunization Registry. Provide a list of immunization validations implemented specific to meeting the VDH Immunization HL7 Implementation Guide</p>	<p>Quarterly</p>	<p>\$547,247.00</p>	<p>\$273,623.50</p>

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	<p>annually, or if updated, and provide a VXU Immunization errors line chart to show the number of errors reported each month over time.</p>			
	<p>3.4. Qualified DVHA and VDH personnel shall have access to the VHIE through its provider portal, VITLAccess, in accordance with the terms and conditions set forth in Exhibit I to this Attachment A.</p>			
	<p>3.2.iii(d) Work with designated representatives from the State to develop a strategy to better integrate VHIE and Vermont Department of Health infrastructure and capabilities</p>	<p>\$50,000 Upon Completion *can be completed and billed after 12/31/22</p>	<p>\$300,000.00</p>	<p>\$75,000.00</p>
	<p>3.2.iii(e) Continue to support hospitalization reporting to support the COVID-19 response effort, as previously defined.</p>	<p>\$37,500 Quarterly</p>		
	<p>3.2.iii(f) Work with the Vermont Department of Health to produce a plan for evaluating race and ethnicity data discrepancies.</p>	<p>\$50,000 Upon Completion *can be completed and billed after 12/31/22</p>		
	<p>3.2.iii(g) Test the health disparities data evaluation process in accordance with the produced plan.</p>	<p>\$50,000 Upon Completion *can be completed and billed after 12/31/22</p>		
	<p>Medicaid Operations Support</p>			
<p>Outcome 7: Availability of the HIE system to positively impact health policy priorities.</p>	<p>3.3.ii(a) Contractor shall leverage the newly implemented Collaborative Services platform to support Medicaid services, including but not limited to, data reporting for the Blueprint for Health Program producing the Blueprint VCR extract based on the Blueprint specified priority one data elements for the initial extract at a minimum, and with a continuing</p>	<p>Monthly</p>	<p>\$976,242.00</p>	<p>\$488,121.00</p>

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	cadence as determined through the DED process.			
	3.3.ii(b) Contractor shall continue to manage the subscription process for the hosting service at Knack for the Blueprint Portal, as required by the Blueprint team. The Blueprint portal includes an interface for sharing Blueprint practice and connectivity data with VITL for the purpose of facilitating any future data quality work conducted with Blueprint practices.			
	3.3.ii(c) Maintain Medicaid claims data connection in accordance with standards set in VHIE Connectivity Criteria and transmission requirements as directed by Vermont Medicaid.	Monthly	\$585,868.00	\$292,934.00
Security				
Maintain VHIE system security in service of meeting the HIE goals and outcomes of the Medicaid program and health system	4.3 NIST-CSF Compliant Reports	Monthly	\$1,067,840.00	\$533,920.00
VHIE Maintenance & Operations Total			\$6,196,376.00	\$3,098,188.00
Total M&O				\$9,294,564.00

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Table 1.2: Payment Provisions – DDI

Project	Deliverable Detail	Payment Cycle	Amount Per Deliverable	Maximum Payable Amount
5. Connecting Patients, Providers & Other Users to Health Data	5.i. Implement a minimum of 90 interface connections as specified	Upon completion	\$7,500.00 each for a maximum of \$675,000	\$1,444,000.00
	5.ii VHIE Results Delivery procurement strategy, RFP and summary of responses	Upon completion	\$62,000.00	
	5.iii Implement a new VHIE Results Delivery solution.	Upon completion	\$62,000.00	
	5.iv eHealth Exchange Hub cutover plan	Upon completion	\$50,000.00	
	5.v Implementation and testing of VHIE connection to eHealth Exchange Hub	Upon completion	\$50,000.00	
	5.vi User education and training resources to support the launch of a new provider portal	Upon completion	\$95,000.00	
	5.vii List of live organizations transitioned for use of the new portal	Upon completion	\$20,000.00 each connection for a maximum of \$350,000.00	
	5.viii Demonstration of enhanced provider portal functionality: prescription fill history	Upon completion	\$75,000.00	
	5.ix Demonstration of eHealth Exchange querying live in provider portal	Upon completion	\$25,000.00	
6. Final Implementation of the VHIE Unified Health Data Architecture	6.i Test plan for the Data Repository upgrade from FHIR R3 to R4	Per specifications in the DED	\$120,000.00	\$950,299.00
	6.ii. Attest to the application of standard FHIR R4 release for clinical resources	Per specifications in the DED	\$75,000.00	
	6.iii Attest to the application of standard FHIR R4 release for claims resources	Per specifications in the DED	\$70,299.00	
	6.iv. Design for use of State's Mulesoft/Okta infrastructure for development of API(s)	Per specifications in the DED	\$40,000.00	
	6.v. Attest to the completion of Patient or Provider API testing.	Per specifications in the DED	\$40,000.00	

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Project	Deliverable Detail	Payment Cycle	Amount Per Deliverable	Maximum Payable Amount
	6.vi Provide technical specifications for access and use of Patient or Provider API and attestation of live API functionality	Per specifications in the DED	\$30,000.00	
	6.vii Plan for defining and prioritizing API needs.	Per specifications in the DED	\$30,000.00	
	6.viii Education materials on use of the API to access patient health data.	Per specifications in the DED	\$25,000.00	
	6.ix Technical documentation for API users, including but not limited to security and deployment protocols.	Per specifications in the DED	\$20,000.00	
	6.x Maintain legacy operations to ensure complete transition from legacy systems to current operating systems; required costs to be approved in advance through proposal delivered by Contractor to State no later than June 30, 2022	Upon approval	\$500,000.00	
7. Leveraging the Unified Technical Architecture to Support and Enhance Public Health Efforts	7.i. Design an approach to integrating the State's Immunization Registry (IMR) with the VHIE, utilizing the State's MuleSoft and Okta solutions.	Per specifications in the DED	\$50,000.00	\$175,000.00
	7.ii. Execute deliverables as approved in the designed approach to IMR and VHIE integration.	Per specifications in the DED	\$30,000.00	
	7.iii. Expand Immunization Bidirectionality (IBID) program to include all NVRH VACMAN pins, followed by at least five additional Health Care Organizations containing one or more VACMAN pins as agreed to by VDH and Contractor and as prioritized by VDH.	Upon completion	\$15,000.00 per health care organization, plus a one-time \$5,000 incentive payment for completing three by June 2023.	

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Project	Deliverable Detail	Payment Cycle	Amount Per Deliverable	Maximum Payable Amount
8. Enhancing Medicaid Operations with Health Data and Data Services available through the VHIE	Specifications of delivery will be articulated in this contract, which will be augmented through the Specifications Order process as noted in Section 11.	Upon completion	\$300,000.00	\$300,000.00
9. Streamlining HIE Architecture and adding data types	9.i To enhance reporting infrastructure, design and develop implementation strategy of data architecture for data tables, data elements, indices, referential integrity, reporting data model, and access points.	Per specifications in the DED	\$200,000.00	\$978,000.00
	9.ii Develop a stakeholder engagement plan for documenting current and future VHIE reporting needs.	Per specifications in the DED	\$54,000.00	
	9.iii Execute implementation activities to occur in 2022 as directed by approved reporting infrastructure implementation strategy.	Per specifications in the DED	\$254,000.00	
	9.iv Continue the coordination of the Part II+ Group of the Health Information Exchange Steering	Per specifications in the DED	\$10,000.00	

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Project	Deliverable Detail	Payment Cycle	Amount Per Deliverable	Maximum Payable Amount
	Committee as described in the State's Health Information Technology (Exchange) Strategic Plan.			
	9.v Continue the coordination of a program of education for mental health and substance use disorder treatment organizations, including but not limited to Vermont's Designated Agencies and Specialized Service Agencies, focused on VHIE capabilities and potential uses of the VITLAccess provider portal.	Per specifications in the DED	\$10,000.00	
	9.vi Develop requirements specifications for ingesting social determinants of health data onto the VHIE with consideration for standards set by the USCDI and the Gravity Project.	Per specifications in the DED	\$30,000.00	
	9.vii Design an implementation approach for ingestion of social determinants of health data, due no later than August 2022, and begin implementation as approved by State.	Per specifications in the DED	\$120,000.00	
	9.viii Document user requirements for a user group (VDH) to access deidentified data by bulk query for population health analysis. Research and develop legal and technical requirements and constraints for providing deidentified data. Based upon requirements, develop design approach for implementing the capability to provide deidentified data. Begin development and execution of a plan for implementation, as possible depending on scope of requirements and design phases.	Per specifications in the DED	\$300,000.00	
12. VHIE Enhancement: Data Quality Services	12.1. Strategy document outlining planned Model activities for 2022	Upon completion	\$97,500.00	\$97,500.00
	12.2.i. Monthly report of accomplishments and plans with a summary of activities, to be submitted to the State.	Monthly (June 2022– June 2023)	\$17,500.00	\$227,500.00

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Project	Deliverable Detail	Payment Cycle	Amount Per Deliverable	Maximum Payable Amount
	12.2.ii. Engage FQHCs via Data Roadshow events: sharing available data and services and soliciting ideas for enhancements, supporting both FQHC engagement and continuous improvement of Model supports.	Per event	\$7,000.00	\$28,000.00
	12.2.iii. Complete an annual security risk assessment conducted by an external firm, to occur before 8/31/2022	Upon completion	\$15,000.00	\$15,000.00
	12.2.iv Immunization data transfer and data quality planning and subject matter expertise: a. Documentation of FQHC immunization data needs including panel management uses b. Plan for distribution of COVID-19 immunization data that Contractor provides to VRHA	Upon completion	\$7,500.00 per lettered deliverable (a-b)	\$35,000.00
	12.2.iv c. Documentation of FQHC EHR capabilities for ingestion of immunization data, and d. Documentation of initial data validation and data quality work done to make immunization data usable by the FQHCs	Upon Completion	\$10,000.00 per lettered deliverable (c-d)	
	12.vi. Operational support for Data Quality Services implementation	Upon completion	\$2,000.00	\$2,000.00
	12.3. a. integration of vaccine data on behalf of FQHCs through flat file data transfers from VITL to Bi-State b. Bi-Directional immunization training development and strategic planning with VDH for onboarding and inclusion of FQHC;	Upon Completion	\$12,500 per lettered deliverable (a-b) 25,000.00	\$25,000.00
	12.4. VRHA to deliver training series including at least 4 webinars / recorded videos open to health centers and broader Vermont Health care community	Upon Completion	\$5,000.00 per event	\$20,000.00
13. FHIR Part 2	13.i.a Create an interface from each DA/SSA to the HIE to receive clinical data via EHR vendor	Per specifications in the DED	\$141,000.00	\$141,000.00
	13.i.b Develop Services Agreements that are appropriate	Upon completion	\$15,000.00	\$15,000.00

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Project	Deliverable Detail	Payment Cycle	Amount Per Deliverable	Maximum Payable Amount
	for ingestion and sharing of Part 2 data.			
	13.i.c Negotiate and execute Services Agreements with each DA/SSA, as appropriate	Upon completion	\$2,000.00 per agreement	\$24,000.00
	13.ii Develop and implement data storage requirements for the FHIR clinical data repository and the Reporting Database until use case(s) are defined.	Per specifications in the DED	\$100,000.00	\$100,000.00
	13.iii. Develop an implementation approach that incorporates security standards to designate sensitive data and restrict disclosure to ensure the recipient of resources with security-tags is obligated to enforce the handling caveats of the tags and carry the security labels forward as appropriate.	Per specifications in the DED	\$100,000.00	\$100,000.00
Total DDI Amount				\$4,677,299.00

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Taxes Due to the State. Contractor further 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.
<http://bgs.vermont.gov/purchasing-contracting/debarment>

Contractor further certifies under pains and penalties of perjury that, as of the date that 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 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>.

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 G to this amendment, applies to any products or services provided to the State, at any time, when using federal funds. This document consists of 22 pages. Except as modified by this Amendment No. 2 all provisions of the Contract remain in full force and effect.

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

STATE OF VERMONT

CONTRACTOR

DEPARTMENT OF VERMONT HEALTH ACCESS

VERMONT INFORMATION TECHNOLOGY LEADERS, INC.

DocuSigned by:

Andrea De La Bruere

12/28/2022

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

DocuSigned by:

Beth Anderson

12/28/2022

79BE3F9AE223245...

BETH ANDERSON, PRESIDENT & CEO DATE
1 MILL STREET, SUITE 249
BURLINGTON, VT 05401
PHONE: 802-861-1935
EMAIL: BANDERSON@VITL.NET

**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 (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).

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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.
- 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.

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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.