

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 Pharmacy Solutions, Inc., with a principal place of business in Augusta, Maine (the "Contractor") that the contract between them originally dated as of April 1, 2019, for Medicaid supplemental drug rebate and other Medicaid pharmacy benefit rebate services, Contract #38029, as amended to date, (the "Contract") is hereby amended March 31, 2024, as follows:

- I. **Maximum Amount.** The maximum amount payable under the Contract, wherever such reference appears in the Contract, shall be changed from \$2,401,994.00 to \$3,302,850.00, representing an increase of \$900,856.00.
- II. **Contract Term.** The Contract end date, wherever such reference appears in the Contract, shall be changed from March 31, 2024, to March 31, 2026.
- III. **Section 8.** Attachments on Page 1 of the Base Contract, and as previously amended, is hereby deleted and replaced as set forth below:

Attachment A - Specifications of Work to be Performed
Appendix I: Performance Standards & Operational Metrics: SSDC Collective Services
Attachment B - Payment Provisions
Attachment C - Customary State Contract Provisions
Attachment D – Information Technology Professional Services Terms and Conditions
Attachment E – Business Associate Agreement
Attachment F – Agency of Human Services’ Customary Contract Provisions
Attachment G – State of Vermont – Federal Terms Supplement
Attachment H – Monthly Service Cost Amounts
Attachment I – Modifications of Customary Provisions of Attachment C
Exhibit 1 – SSDC Member State Terms
Exhibit 2 – Subcontractor Compliance Form

The order of precedence of documents shall be as follows:

1. Standard State Contract
2. Attachment D
3. Attachment I
4. Attachment C
5. Attachment G
6. Attachment A and Appendix I to Attachment A
7. Attachment B
8. Attachment H
9. Attachment E
10. Attachment F
11. Exhibit 1
12. Exhibit 2

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

a. Section I. General Terms is hereby modified by the addition of number 5:

The Contractor agrees to provide the State with a service cost credit if the State notifies the Contractor that the State asserts the Contractor failed to meet one (1) or more of the performance standards, set out in Appendix I to the Contract, within a calendar month during the term of the Contract. The State shall exercise its rights under this section at the State's discretion. The State shall notify the Contractor in writing, within five (5) business days after the end of the applicable calendar month, of the State's intent to exercise its rights under this section and identify each specific performance standard the State asserts was not met and provide reasonable detail as to how the performance standard was not met.

The service cost credit amount for any asserted missed performance standard for a given calendar quarter shall be calculated as follows:

- The asserted missed performance standard shall be identified by number from the list of performance standard requirements set out in the table in Appendix I, Performance Standards & Operational Metrics: SSDC Collective Services to the Contract.
- The selected performance standard requirement number shall be matched to the corresponding service cost type in the table in Attachment H - Monthly Service Cost Amounts as set forth in Attachment II to this Amendment 4.
- The service cost credit amount shall equal the amount listed in the "5% of monthly service cost amount" column for the corresponding service cost type listed in the "Service Cost Type" column in the table in Attachment H - Monthly Service Cost Amounts as set forth in Attachment II to this Amendment 4.
- The following represents a hypothetical calculation that is for illustrative purposes only:
 - The State asserts that the Contractor once missed performance standard requirement #15 as it relates to service cost type Member State's utilization data compilation.
 - The 5% of the monthly service cost amount that corresponds to that service cost type equals \$166.85 ($\$3,337.00 \times 5\%$).
 - The service cost credit for the one (1) asserted missed performance standard would be \$166.85.
 - If the State asserts that the Contractor missed this performance standard twice in a given calendar month, the service cost credit would equal \$333.70 ($\166.85×2).

For any given calendar month, the amount of the service cost credit for all asserted missed performance standard(s) in the aggregate shall not exceed \$1,774.70, said amount representing five percent (5%) of the total amount of the monthly service cost amount (\$35,493.98) in the table in Attachment H – Monthly Service Cost Amounts set forth in Attachment II to this Amendment 4.

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- V. **Section II: Fees for Collective Services** found on Page 29 of Attachment B of the base Contract is hereby deleted in its entirety and replaced as set forth in Attachment I to this Amendment 4.
- VI. **Attachment H – Monthly Service Cost Amounts**, as set forth in Attachment II to this Amendment 4, is hereby incorporated into the Contract.

Taxes Due to the State. Contractor certifies under the pains and penalties of perjury that, as of the date this contract amendment is signed, the Contractor is in good standing with respect to, or in full compliance with a plan to pay, any and all taxes due the State of Vermont.

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

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

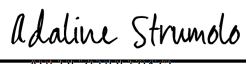
Contractor further certifies under pains and penalties of perjury that, as of the date this contract amendment is signed, Contractor is not presently debarred, suspended, nor named on the State’s debarment list at: <http://bgs.vermont.gov/purchasing-contracting/debarment>

Cybersecurity Standard Update 2023-01: Contractor confirms that all products and services provided to or for the use of the State under this Agreement shall be in compliance with *State of Vermont Cybersecurity Standard Update 2023-01*, which prohibits the use of certain branded products in State information systems or any vendor system that is supporting State information systems, and is available on-line at: <https://digitalservices.vermont.gov/cybersecurity/cybersecurity-standards-and-directives> .

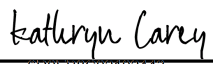
This document consists of 7 pages. Except as modified by this Amendment No. 4, all provisions of the Contract remain in full force and effect.

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

DEPARTMENT OF VERMONT HEALTH ACCESS

DocuSigned by:

 6/12/2024
ABED758DF50473...
 ADALINE R. STRUMOLO
 ACTING COMMISSIONER
 NOB 1 South, 280 State Drive
 Waterbury, VT 05671-1010
 Phone: 802-241-0239
 Email: Adaline.Strumolo@vermont.gov

CHANGE HEALTHCARE PHARMACY SOLUTIONS, INC.

DocuSigned by:

 6/11/2024
6D0EB8C02102443...
 KATHRYN CAREY
 CFO
 1600 MCCONNOR PARKWAY
 SCHAUMBURG, IL 60173
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ATTACHMENT I

SECTION II: FEES FOR COLLECTIVE SERVICES

Fees for the cost of SSDC collective services shall be pro rata based on the membership of the SSDC. Currently, there are 15 SSDC member states. Each SSDC member will be responsible for payment of a pro rata share of the costs listed in the table below.

The amounts listed shall remain fixed unless the number of Member States that participate in the Sovereign States Drug Consortium over the course of the Contract drops below ten (10) Member States. Member States share in the monthly Contract costs in relation to the twelve months of Contract activity that generates rebates for a rebate calendar bid year, but Member States cannot support the cost with less than 10 active Member States. If the Member State population drops below 10, the Contractor and the Member States shall re-negotiate pricing.

Cost Type	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7
Member States' utilization data compilation	\$36,548	\$37,678	\$38,843	\$40,044	\$40,044	\$40,044	\$40,044
Rebate bid solicitation for annual review and as needed	\$18,274	\$18,839	\$19,422	\$20,023	\$20,023	\$20,023	\$20,023
Bid presentation at an annual meeting and as needed	\$18,274	\$18,839	\$19,422	\$20,023	\$20,023	\$20,023	\$20,023
Rebate bid negotiation annually and as needed	\$36,548	\$37,678	\$38,843	\$40,044	\$40,044	\$40,044	\$40,044
Bid selection notification	\$9,137	\$9,420	\$9,711	\$10,011	\$10,011	\$10,011	\$10,011
Administration functions: web page creation and maintenance	\$18,274	\$18,839	\$19,422	\$20,023	\$20,023	\$20,023	\$20,023
Administrative functions: general communications (mail, e-mail, fax, and telephone) with participating states, manufacturers, and others	\$18,274	\$18,839	\$19,422	\$20,023	\$20,023	\$20,023	\$20,023
Administrative functions: staff process training and support	\$9,137	\$9,420	\$9,711	\$10,011	\$10,011	\$10,011	\$10,011

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Cost Type	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7
Administrative functions: manufacturer communications on the SSDC, the rebate process, manufacturer participation and drugs, changes in Member State participation during agreement year(s), and other related subjects	\$27,412	\$28,260	\$29,134	\$30,035	\$30,035	\$30,035	\$30,035
Administrative functions: data development, analysis and reporting with standard and decision support capabilities	\$36,548	\$37,678	\$38,843	\$40,044	\$40,044	\$40,044	\$40,044
Administrative functions: data compilation and distribution by paper and/or electronically including preparation and production	\$18,274	\$18,839	\$19,422	\$20,023	\$20,023	\$20,023	\$20,023
Administrative functions: identifying, researching, analyzing, and reporting on factors and/or conditions impacting on specific rebates	\$45,686	\$47,099	\$48,556	\$50,058	\$50,058	\$50,058	\$50,058
Administrative functions: drug representation tracking by state and collectively	\$18,274	\$18,839	\$19,422	\$20,023	\$20,023	\$20,023	\$20,023
Administrative functions: meeting organization, coordination, support, and management	\$54,823	\$56,519	\$58,267	\$60,069	\$60,069	\$60,069	\$60,069
Other: NIST 800-053 infrastructure compliance for SSDC	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Ongoing NIST compliance and hosting for SSDC related applications and services	\$23,250	\$23,969	\$24,710	\$25,474	\$25,474	\$25,474	\$25,474
Total Base Costs	\$388,733	\$400,755	\$413,150	\$425,928	\$425,928	\$425,928	\$425,928
NIST Implementation	\$125,000	\$125,000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

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Cost Type	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7
Other: Optional Licensing for Self-Service Reporting (not included in total fee)	\$4,500	\$4,500	\$4,500	\$4,500	\$4,500	\$4,500	\$4,500
One Time Pass-through Accretion Fee (not included in total fee)	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	\$20,000	\$20,000
Total Maximum Annual Cost*	\$533,233	\$545,255	\$432,650	\$445,428	\$445,428	\$450,428	\$450,428

*Includes estimated budget of one new state joining the SSDC per contract year as set forth in the "As Utilized Fees Rate Table" below.

As Utilized Fees Rate Table (This Fee applies to new States joining the SSDC and will be billed to the joining State upon completion of the Accretion process):

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7
One Time Pass-through Accretion Fee (This Fee will be billed at applicable rate for each new State joining the SSDC)	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	\$20,000	\$20,000

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ATTACHMENT II

**ATTACHMENT H
MONTHLY SERVICE COST AMOUNTS**

Service Cost Type *	Monthly Service Cost Amount **	5% of Monthly Service Cost Amount ***	Performance Standard Requirement Number(s) ****
Member State's utilization data compilation	\$3,337.00	\$166.85	15,16
Rebate bid solicitation for annual review and as needed	\$1,668.58	\$83.43	17
Bid presentation at an annual meeting and as needed	\$1,668.58	\$83.43	22
Rebate bid negotiation annually and as needed	\$3,337.00	\$166.85	23
Bid selection notification	\$834.25	\$41.71	20, 21
Administration functions: web page creation and maintenance	\$1,668.58	\$83.43	7, 8
Administrative functions: general communications (mail, e-mail, fax, and telephone) with participating Member States, manufacturers, and others	\$1,668.58	\$83.43	9
Administrative functions: staff process training and support	\$834.25	\$41.71	14
Administrative functions: manufacturer communications on the SSDC, the rebate process, manufacturer participation and drugs, changes in Member State participation during agreement year(s), and other related subjects	\$2,502.92	\$125.15	10, 11, 12, 13
Administrative functions: data development, analysis and reporting with standard and decision support capabilities	\$3,337.00	\$166.85	26
Administrative functions: data compilation and distribution by paper and/or electronically including preparation and production	\$1,668.58	\$83.43	24, 26
Administrative functions: identifying, researching, analyzing, and reporting on factors and/or conditions impacting on specific rebates	\$4,171.50	\$208.57	11, 26
Administrative functions: drug representation tracking by Member State and collectively	\$1,668.58	\$83.43	11, 26
Administrative functions: meeting organization, coordination, support, and management	\$5,005.75	\$250.29	11
Ongoing NIST compliance and hosting for SSDC related applications and services	\$2,122.83	\$106.14	27, 28, 29
Total Amount	\$35,493.98	\$1,774.70	

* The "Service Cost Type" description is found in the "Cost Type" column of the table in Attachment I to this Amendment 4.

** The "Monthly Service Cost Amount" for each "Service Cost Type" is one-twelfth (1/12) of the yearly amount found in the table in Attachment I to this Amendment 4 for the corresponding "Cost Type".

*** The "5% of Monthly Service Cost Amount" for each "Service Cost Type" is five percent (5%) of the corresponding "Monthly Service Cost Amount" in the table above in this Attachment H – Monthly Service Cost Amounts.

**** A description for each "Performance Standard Requirement Number" listed above is found in the "Requirement" column of the table in Appendix I, Performance Standards & Operational Metrics: SSDC Collective Services to the Contract.