

AMENDMENT

It is agreed by and between the State of Vermont, Department of Vermont Health Access (hereafter called the "State") and Archetype Consulting, Inc. (hereafter called the "Contractor") that the contract on the subject of personal services for Business Intelligence and Reporting related to the State's on-line health insurance exchange, effective January 3, 2015, is hereby amended effective December 31, 2016 as follows:

1. By deleting Section 3 (Maximum Amount) on page 1 of 48 of the base agreement, as previously amended, and substituting in lieu thereof the following Section 3:

3. Maximum Amount. In consideration of the services to be performed by the Contractor, the State agrees to pay the Contractor, in accordance with the payment provisions specified in Attachment B, a sum not to exceed \$12,326,394.30. The total maximum funds available for the period of January 1, 2017 and June 30, 2017 shall not exceed \$3,275,894.

2. By deleting Section 4 (Contract Term) on page 1 of 48 of the base agreement, as previously amended, and substituting in lieu thereof the following Section 4:

4. Contract Term. The period of Contractor's performance shall begin on January 3, 2015 ("Effective Date"), and end on June 30, 2017. The retroactive start date of this Amendment 5 is January 1, 2017. Work performed between January 1, 2017 (retroactive date) and the execution of this Amendment 5 that are in conformity with Attachment A may be billed under this agreement. Contractor agrees that in exchange for the consideration of the option to bill for services performed, all terms and conditions described in this agreement shall apply to any and all services performed for or on behalf of the State. Contractor agrees that by submitting invoices, bills, or otherwise seeking compensation for services performed prior to the finalization of this agreement or signing of this agreement, contractor is agreeing to the application of all terms of this contract to that period and to that work. Contractor further agrees to defend, indemnify, and hold the State harmless for any claim, dispute, non-contractual cost or charge, or any liability whatsoever, whether in law, equity, or otherwise, which arises from or is connected to the work performed prior to the execution of this agreement. Contractor further agrees that these terms apply regardless of whether the work is accepted by the State, and regardless of whether payment is issued by the State to the Contractor for the work in question.

3. By adding to Attachment A, Section I, as previously restated in Amendment 3, the following scope for the period of January 1, 2017 through June 30, 2017:

I.7 DETAILED DESCRIPTION OF PRODUCTS AND SERVICES FOR JANUARY 1, 2017, THROUGH JUNE 30, 2017 – Maintenance and Operations (M&O)

The Contractor shall perform the following M&O Activities between January 1, 2017 and June 30, 2017, as further detailed in Section II.5 of this Attachment A:

A) OP-RPT.01: Operational Report Delivery

- i. Fulfillment of requests made by the State and VHC leadership for reports or data to assist with operational validation, support issue investigation, and enable outreach

and operational decision-making associated with work that the State and VHC perform for Medicaid and QHP operation and administration.

- ii. Coordination and fulfillment of recurring operational reports (e.g. QHP Reconciliation and Medicaid Reconciliation reports) indicated on the scheduled report calendar.

B) IRS.01: 1095A Noticing, Correction, and End-of-Month Reporting for Plan Year 2016

- i. **1095A Initial Noticing to Customers and End-of-Year XML File Submission to IRS for Plan Year 2016**
 - a. Execution of Initial Noticing batches in advance of IRS-mandated deadline.
 - b. Provide data extracts to the State and answer data-specific questions for User Verification Testing (UVT) of Initial Noticing batch results.
 - c. Staging of 1095A Notice data for pickup by the State's designated vendors to enable form generation, printing and distribution to customers.
 - d. Verification of count of actual Notice and reconciliation with expected count for each batch.
 - e. Generation and submission of End-of-Year (EOY) XML file to IRS (IRS Annual) in advance of IRS-mandated deadline.
- ii. **1095A Correction Processing and End-of-Month Reporting for Plan Year 2016**
 - a. Execution of Correction cycle batches, which may include new Initial Notice, Void, and Correction 1095A Forms.
 - b. Provide data extracts to the State and answer data-specific questions for User Verification Testing (UVT) of noticing batch results.
 - c. Staging of 1095A Notice data for pickup by the State's designated vendors to enable form generation, printing and distribution to customers for each Correction cycle.
 - d. Verification of count of actual Notice and reconciliation with expected count for each Correction cycle.
 - e. Generation and submission of EOY (End-of-Year) XML file update to IRS for each Correction cycle.
 - f. Generation and submission of monthly End-of-Month (EOM) XML File to IRS (IRS Monthly).
 - g. Generation and submission of monthly PLR File to CMS (in parallel with IRS Monthly submission).
 - h. Intake of IRS and CMS response files; delivery of response results to the State.

C) IRS.02: 1095A Case Analysis and Triage

- i. Fulfillment of requests made by the State and VHC to analyze and support the resolution of 1095A exceptional cases.
- ii. Documentation of progress and status of resolution of 1095A exceptional cases.

D) IRS.03: 1095B Noticing, Correction, and End-of-Year Reporting for Plan Year 2016

- i. **1095B Initial Noticing to Customers and End-of-Year XML File Submission to IRS for Plan Year 2016**
 - a. Execution of Initial Noticing batches in advance of IRS-mandated deadline.
 - b. Provide data extracts to the State and answer data-specific questions for User Verification Testing (UVT) of Initial Noticing batch results.

- c. Staging of 1095B Notice data for pickup by the State's designated vendors to enable form generation, printing and distribution to customers.
 - d. Verification of count of actual Notice and reconciliation with expected count for each batch.
 - e. Generation and submission of End-of-Year (EOY) XML file to IRS (IRS Annual) in advance of IRS-mandated deadline.
 - ii. **1095B Correction Processing for Plan Year 2016**
 - a. Execution of Correction cycle batches, which may include new Initial Notice and Correction 1095B Forms.
 - b. Provide data extracts to the State and answer data-specific questions for User Verification Testing (UVT) of noticing batch results.
 - c. Staging of 1095B Notice data for pickup by the State's designated vendors to enable form generation, printing and distribution to customers.
 - d. Verification of count of actual Notice and reconciliation with expected count for each Correction cycle.
 - e. Generation and submission of EOY XML file update to IRS.
 - f. Intake of IRS response files; delivery of response results to the State.
- E) **IRS.04: 1095B Case Analysis and Triage**
 - i. Fulfillment of requests made by the State and VHC to analyze and support the resolution of exceptional 1095B cases.
 - ii. Documentation of progress and status of resolution of 1095B exceptional cases.
- F) **IRS.05: 1095B Manual Correction Support Contingency**
 - i. Response intake, correction, and resubmission processing activities specific to the use of the Manual (UI) submission of the 1095B XML End-of-Year and End-of-Year update files.
- G) **IRS.06: 1095A Initiating Activities for Plan Year 2017**
 - i. System setup and configuration to enable the processing of 1095A data for Plan Year 2017.
 - ii. Profiling of Plan Year 2017 data to support the assessment of record submission readiness.
 - iii. Generation and submission of End-of-Month (EOM) XML File to IRS (IRS Monthly).
 - iv. Generation and submission of monthly PLR File to CMS (in parallel with IRS Monthly submission).
 - v. Intake of IRS and CMS response files; delivery of response results to the State.
- H) **CMS.01: CMS Enrollment Interface Monthly File Submission and Correction**
 - i. Generation, submission, and acceptance of CMS Enrollment Interface SBMI XML file in Production on a monthly basis.
 - ii. Intake of CMS SBMR and SBMS response files; delivery of response results to the State.
- I) **SUS.01: Reporting Infrastructure Support**
 - i. Fulfillment of requests made by the State, VHC leadership, or their designees to support issue investigation, research, capability, or sustainability of any infrastructure or technology tools, software, or devices.
- J) **SUS.02: VHC Data Warehouse Scaling and Performance Tuning**

- i. Configuring or re-configuring:
 - a. Partitioning on the VHC Data Warehouse to segregate data across plan years.
 - b. Parallelization on the VHC Data Warehouse to enable queries to be “multi-threaded” across the multiple processors on the reporting servers.
 - c. Loading of non-related tables in the Operational Data Store (ODS) in parallel instead of serial.
- ii. Archiving historical data not routinely used in reports or queries.
- iii. Adding indexes, primary keys/foreign keys, and materialized views as needed to help to improve query performance and database tuning.
- iv. Creating and scheduling system monitoring and system optimizing scripts.
- v. Enabling usage tracking or data replication to help support greater understanding of how the VHC Data Warehouse performs across environments, at different data volumes, and what data is being used most frequently.

K) TRANS.01: Reporting Training Support

- i. Training and knowledge transfer as requested by VHC and State leadership to enable VHC and State team members to take on greater responsibility for reporting-related activities.

L) TRANS.02: Preliminary Reporting Transition Planning

- i. Facilitation of preliminary transition planning sessions with VHC stakeholders.
- ii. Analysis and documentation of preliminary transition options for existing scope activities.
- iii. Preparation of preliminary transition plans.

M) DQ-OPS.01: Business Operations Support

- i. Analysis of system, policy and operational issues.
- ii. Development and documentation of recommended workarounds, resolution steps, enhancements, and business processes to support analysis.
- iii. Evaluation of test plans, test results to aid system validation.

N) DQ.OPS.02: Data Quality Cleanup Support

- i. Analysis of data quality issues and provide recommended data cleanup logic.
- ii. Integration of system error condition into Programmatic Data Quality (PDQ) tool for future monitoring.
- iii. Coordination with VHC Operations to actively track and facilitate execution of data clean-up activities.

I.8 DETAILED DESCRIPTION OF PRODUCTS AND SERVICES FOR JANUARY 1, 2017, THROUGH JUNE 30, 2017 – Design, Develop, and Implement (DDI)

The Contractor shall perform the following DDI Activities between January 1, 2017 and June 30, 2017, as further detailed in Section II.6 of this Attachment A:

A) IRS.07: Completion of 1095B Electronic (A2A) XML File Transmission and Response Capability

- i. Completion of development and implementation of Electronic (A2A) submission channel capability.

B) IRS.08: 1095B DDI Contingency

- i. Analysis of new Federal requirements related to 1095B Noticing and reporting.

- ii. Design, development, and implementation of new requirements associated with 1095B processing and reporting.

C) CMS.02: CMS Enrollment Interface Testing Completion and Initial File Submission

- i. Completion of CMS testing in the CMS PROD-R test environment
- ii. Iterative refinement of CMS Enrollment Interface based on testing results.
- iii. Implementation of CMS Enrollment Interface in Production.
- iv. Generation, submission, and acceptance of initial CMS Enrollment Interface monthly XML file in Production.
- v. Intake of CMS response files; delivery of response results to the State.

D) CMS.03: CMS CCIIO SBM Reporting Enhancements

- i. Updates to Existing CMS CCIIO SBM Weekly/Quarterly and Monthly Reporting – pursuant to CMS-specified requirement changes to enable the State to be compliant with Federal reporting mandates.

E) CMS.04: CMS Issuer Based Payments – Supporting Data Transmissions Contingency

- i. Gap Assessment between CMS requirements and Scope Assumptions contained in III.E.CMS.04: CMS Issuer Based Payments – Supporting Data Transmissions Contingency.
- ii. Developing the capability for State of Vermont to consume up-to five additional data transmissions from CMS supporting the Issuer-based payments system:
 - a. PPR (Preliminary Payment Report)
 - b. EPS Extract
 - c. Disputes Disposition File
 - d. Parsed SBMI/SBMR
 - e. HIX-820
- iii. Working with designated technology vendors advising the development of the ability to receive the above mentioned data transmissions and store them into an accessible location for automated reporting consumption.

F) SUS.03: Integration of WEX Health Data into the VHC Data Warehouse

- i. Design, development, and validation of Data Warehouse changes to accommodate the consumption of the WEX “ALL DATA” file.
- ii. Design, development, and validation of a load utility to enable the automated consumption of the WEX “ALL DATA” file from a specified location.
- iii. Identifying and exposing key fields in OBIEE within existing subject areas.
- iv. Design, development, and validation of drag-and-drop enabled Siebel-WEX integrated reporting capability in OBIEE to support side-by-side comparison of Siebel and WEX data.
- v. Enhancement of the following reports to leverage the availability of the WEX data in the Data Warehouse: BCBS AR Report, Paid-Thru Date Script Report.

G) DQ-OPS.03: Programmatic Data Quality (PDQ) Tool Check Development

- i. Design, development, and validation of new expected data condition checks of the VHC eligibility and enrollment solution and subsequent integration of those checks within the PDQ Tool.
- ii. Design, development, and validation of new components within the PDQ Summary dashboard which summarize the expected data quality metrics for executive attention.

- iii. Design, development, and validation of new PDQ reports and components to identify actionable data clean up opportunities.

4. By adding to Attachment A, Section II, as previously restated in Amendment 3, the following scope for the period of January 1, 2017 through June 30, 2017:

II.5 WORK PRODUCTS AND DELIVERABLES FOR JANUARY 1, 2017, THROUGH JUNE 30, 2017 – Maintenance and Operations (M&O)

The Contractor shall provide the M&O Deliverables identified in the following tables between January 1, 2017 and June 30, 2017 throughout the course of performing the M&O Activities described in Section I.7 of this Attachment A.

Work Stream: Operational Report Delivery Activities				
Activity	Deliverable ID	Deliverable Title	Deliverable Description	Delivery Period (due at end of month or quarter)
Operational Report Delivery	OPT-RPT.01.4.1	Operational Reporting Activity Dashboard	A document providing an executive summary of monthly activity for Operational Reporting, including a monthly view of ad-hoc reporting metrics and a summary of scheduled report execution.	January
Operational Report Delivery	OPT-RPT.01.4.2	Operational Reporting Activity Dashboard	A document providing an executive summary of monthly activity for Operational Reporting, including a monthly view of ad-hoc reporting metrics and a summary of scheduled report execution.	February
Operational Report Delivery	OPT-RPT.01.4.3	Operational Reporting Activity Dashboard	A document providing an executive summary of monthly activity for Operational Reporting, including a monthly view of ad-hoc reporting metrics and a summary of scheduled report execution.	March
Operational Report Delivery	OPT-RPT.01.4.4	Operational Reporting Activity Dashboard	A document providing an executive summary of monthly activity for Operational Reporting, including a monthly view of ad-hoc reporting metrics and a summary of scheduled report execution.	April
Operational Report Delivery	OPT-RPT.01.4.5	Operational Reporting Activity Dashboard	A document providing an executive summary of monthly activity for Operational Reporting, including a	May

Work Stream: Operational Report Delivery Activities				
Activity	Deliverable ID	Deliverable Title	Deliverable Description	Delivery Period (due at end of month or quarter)
			monthly view of ad-hoc reporting metrics and a summary of scheduled report execution.	
Operational Report Delivery	OPT-RPT.01.4.6	Operational Reporting Activity Dashboard	A document providing an executive summary of monthly activity for Operational Reporting, including a monthly view of ad-hoc reporting metrics and a summary of scheduled report execution.	June

Work Stream: IRS 1095 Reporting Activities				
Activity	Deliverable ID	Deliverable Title	Deliverable Description	Delivery Period (due at end of month or quarter)
1095A Noticing, Correction, and End-of-Month Reporting for Plan Year 2016	IRS.01.1	1095A Initial Notice Batch Submission Report	A document detailing the 1095A Initial Notice Submission results over Time ahead of the Jan 2017 IRS deadline.	January
1095A Noticing, Correction, and End-of-Month Reporting for Plan Year 2016	IRS.01.2	1095A Initial EOY XML File Submission and Response Results Report	A document detailing the 1095A Initial Notice XML Submission results ahead of the Jan 2017 IRS deadline, and associated XML responses received from the IRS.	January
1095A Noticing, Correction, and End-of-Month Reporting for Plan Year 2016	IRS.01.4.1	1095A EOM XML File Submission and Response Results Report	A document detailing the monthly status summarizing the 1095A EOM Submission metrics and associated responses from the IRS.	February
1095A Noticing, Correction, and End-of-Month Reporting for Plan Year 2016	IRS.01.4.2	1095A EOM XML File Submission and Response Results Report	A document detailing the monthly status summarizing the 1095A EOM Submission metrics and associated responses from the IRS.	March
1095A Noticing, Correction, and End-of-Month Reporting for Plan	IRS.01.4.3	1095A EOM XML File Submission and Response Results Report	A document detailing the monthly status summarizing the 1095A EOM Submission metrics and associated responses from the IRS.	April

Work Stream: IRS 1095 Reporting Activities				
Activity	Deliverable ID	Deliverable Title	Deliverable Description	Delivery Period (due at end of month or quarter)
Year 2016				
1095A Noticing, Correction, and End-of-Month Reporting for Plan Year 2016	IRS.01.4.4	1095A EOM XML File Submission and Response Results Report	A document detailing the monthly status summarizing the 1095A EOM Submission metrics and associated responses from the IRS.	May
1095A Noticing, Correction, and End-of-Month Reporting for Plan Year 2016	IRS.01.4.5	1095A EOM XML File Submission and Response Results Report	A document detailing the monthly status summarizing the 1095A EOM Submission metrics and associated responses from the IRS.	June
1095B Noticing, Correction, and End-of-Year Reporting for Plan Year 2016	IRS.03.1	1095B Initial Notice Batch Submission Report	A document detailing 1095B Initial Notice Submission results over Time ahead of the Jan 2017 IRS deadline.	January
1095B Noticing, Correction, and End-of-Year Reporting for Plan Year 2016	IRS.03.2	1095B Initial EOY XML File Submission and Response Results Report	A document detailing the 1095B Initial Notice XML Submission results ahead of the Jan 2017 IRS deadline, and associated XML responses received from the IRS.	January
1095A Initiating Activities for Plan Year 2017	IRS.06.1	1095A PY 2017 Initial Data Profiling Report	A document summarizing the status of the 1095A EOM Submission metrics which is a proxy for the PY 2017 data readiness profile.	June
1095A Initiating Activities for Plan Year 2017	IRS.06.2	1095A PY 2017 Initial EOM XML File Submission and Response Results Report	A document summarizing the status of the 1095A EOM Submission metrics and associated responses from the IRS.	June

Work Stream: CMS Reporting Activities				
Activity	Deliverable ID	Deliverable Title	Deliverable Description	Delivery Period
CMS Enrollment Interface Monthly File Submission and Correction	CMS.01.1	CMSEI SBMI XML File Submission and Response Results Report	A document summarizing the 1095A EOM Submission metrics and associated responses from the IRS.	May
CMS Enrollment Interface Monthly File Submission	CMS.01.2	CMSEI SBMI XML File Submission and Response Results	A document summarizing the 1095A EOM Submission metrics and associated responses from the IRS.	June

Work Stream: CMS Reporting Activities				
Activity	Deliverable ID	Deliverable Title	Deliverable Description	Delivery Period
and Correction		Report		

Work Stream: Reporting Sustainability Activities				
Activity	Deliverable ID	Deliverable Title	Deliverable Description	Delivery Period
VHC Data Warehouse Scaling and Performance Tuning	SUS.02.2.1	Data Warehouse Custom Load Performance Review Analysis Document	A document detailing the baseline the Custom Load performance within the VHC environment.	Q1
VHC Data Warehouse Scaling and Performance Tuning	SUS.02.2.2	Data Warehouse Custom Load Performance Improvement Summary Report	A document detailing the performance results of the OBIEE Custom Load tuning.	Q2
VHC Data Warehouse Scaling and Performance Tuning	SUS.02.2.3	Updated System Design Document (for Changes Relevant to Data Warehouse Custom Load Performance Improvement)	Updated VHC Data Warehouse Solution Design Document detailing the changes made to improve performance results.	Q2

Work Stream: Preliminary Transition Activities				
Activity	Deliverable ID	Deliverable Title	Deliverable Description	Delivery Period
Preliminary Reporting Transition Planning	TRANS.02.1	Preliminary Transition Document	A document articulating a transition plan accounting for transition scope, activities, timeline and roles and responsibilities.	May

Work Stream: Data Quality and Business Operations				
Activity	Deliverable ID	Deliverable Title	Deliverable Description	Delivery Period
Business Operations Support	DQ-OPS.01.1	Business Operations Activity Dashboard	A document providing an executive summary of monthly activity for business operations support, detailing the business, system, and operations issues analyzed and their outcomes.	January
Business Operations Support	DQ-OPS.01.2	Business Operations Activity Dashboard	A document providing an executive summary of monthly activity for business operations support, detailing the business, system, and	February

Work Stream: Data Quality and Business Operations				
Activity	Deliverable ID	Deliverable Title	Deliverable Description	Delivery Period
			operations issues analyzed and their outcomes.	
Business Operations Support	DQ-OPS.01.3	Business Operations Activity Dashboard	A document providing an executive summary of monthly activity for business operations support, detailing the business, system, and operations issues analyzed and their outcomes.	March
Business Operations Support	DQ-OPS.01.4	Business Operations Activity Dashboard	A document providing an executive summary of monthly activity for business operations support, detailing the business, system, and operations issues analyzed and their outcomes.	April
Business Operations Support	DQ-OPS.01.5	Business Operations Activity Dashboard	A document providing an executive summary of monthly activity for business operations support, detailing the business, system, and operations issues analyzed and their outcomes.	May
Business Operations Support	DQ-OPS.01.6	Business Operations Activity Dashboard	A document providing an executive summary of monthly activity for business operations support, detailing the business, system, and operations issues analyzed and their outcomes.	June
Data Quality Cleanup Support	DQ-OPS.02.1	Data Quality Activity Dashboard	A document providing an executive summary of monthly activity for data quality analysis and clean up, including a monthly view of data quality metrics.	January
Data Quality Cleanup Support	DQ-OPS.02.2	Data Quality Activity Dashboard	A document providing an executive summary of monthly activity for data quality analysis and clean up, including a monthly view of data quality metrics.	February
Data Quality Cleanup Support	DQ-OPS.02.3	Data Quality Activity Dashboard	A document providing an executive summary of monthly activity for data quality analysis and clean up, including a monthly view of data quality metrics.	March
Data Quality Cleanup Support	DQ-OPS.02.4	Data Quality Activity Dashboard	A document providing an executive summary of monthly activity for data quality analysis and clean up, including a monthly view of data	April

Work Stream: Data Quality and Business Operations				
Activity	Deliverable ID	Deliverable Title	Deliverable Description	Delivery Period
			quality metrics.	
Data Quality Cleanup Support	DQ-OPS.02.5	Data Quality Activity Dashboard	A document providing an executive summary of monthly activity for data quality analysis and clean up, including a monthly view of data quality metrics.	May
Data Quality Cleanup Support	DQ-OPS.02.6	Data Quality Activity Dashboard	A document providing an executive summary of monthly activity for data quality analysis and clean up, including a monthly view of data quality metrics.	June

II.6 WORK PRODUCTS AND DELIVERABLES FOR JANUARY 1, 2017, THROUGH JUNE 30, 2017 – Design, Develop, and Implement (DDI)

The Contractor shall provide the DDI Deliverables identified in the following tables between January 1, 2017 and June 30, 2017 throughout the course of performing the DDI Activities described in Section I.8 of this Attachment A.

Work Stream: IRS 1095 Reporting Activities				
Activity	Deliverable ID	Deliverable Title	Deliverable Description	Delivery Period
Completion of 1095B Electronic (A2A) XML File Transmission and Response Capability	IRS.07.1	1095B Updated Solution Design Document	Updates to existing Solution Design Documentation on 1095B.	March 31, 2017
Completion of 1095B Electronic (A2A) XML File Transmission and Response Capability	IRS.07.3	1095B A2A Test Plan and Test Results Summary Report	A document summarizing the A2A test results and outcomes.	March 31, 2017
1095B DDI Contingency	IRS.08.2	Solution Requirements Document	A document detailing the business, functional and technical requirements needed to support the implementation of the new 1095B IRS requirements.	June 30, 2017
1095B DDI Contingency	IRS.08.3	1095B Updated Solution Design Document	Updated 1095B Solution Design Document detailing the technical solution to meeting new 1095B IRS requirements.	June 30, 2017
1095B DDI	IRS.08.5	Test Plan	A document detailing the test plan	June 30,

Work Stream: IRS 1095 Reporting Activities				
Activity	Deliverable ID	Deliverable Title	Deliverable Description	Delivery Period
Contingency			and approach for validating the implementation of new 1095B IRS requirements.	2017
1095B DDI Contingency	IRS.08.6	Test Results Summary Report	A document summarizing the test results achieved after executing the test plan for the implementation of new 1095B IRS requirements.	June 30, 2017

Work Stream: CMS Reporting Activities				
Activity	Deliverable ID	Deliverable Title	Deliverable Description	Delivery Period
CMS Enrollment Interface Testing Completion and Initial File Submission	CMS.02.1	Test Results Summary Report	A document summarizing the external test results achieved after executing the test plan for the CMS Enrollment Interface.	June 30, 2017
CMS Enrollment Interface Testing Completion and Initial File Submission	CMS.02.2	Updated Requirements Traceability Matrix	Updates to the existing CMSEI Requirements Traceability Matrix.	June 30, 2017
CMS Enrollment Interface Testing Completion and Initial File Submission	CMS.02.3	Updated Solution Design Document	Updates to the existing CMSEI Solution Design Documentation.	June 30, 2017
CMS Enrollment Interface Testing Completion and Initial File Submission	CMS.02.4	CMSEI SBMI XML File Submission and Response Results Report	A document summarizing the CMSEI SBMI initial submission results and associated responses from the CMS.	June 30, 2017
CMS CCIIO SBM Reporting Enhancements	CMS.03.2	Solution Requirements Document	A document detailing the business, functional and technical requirements needed to support the implementation of the CMS CCIIO SBM Reporting Enhancements.	June 30, 2017
CMS CCIIO SBM Reporting Enhancements	CMS.03.3	Updated CMS CCIIO SBM Reporting Documentation	Updated CMS CCIIO SBM Reporting Documentation detailing the technical solution to meeting new SBM Reporting Enhancement requirements.	June 30, 2017
CMS CCIIO SBM Reporting Enhancements	CMS.03.5	Test Plan	A document detailing the test plan and approach for validating the implementation of the CMS CCIIO SBM Reporting Enhancements.	June 30, 2017

Work Stream: CMS Reporting Activities				
Activity	Deliverable ID	Deliverable Title	Deliverable Description	Delivery Period
CMS CCIIO SBM Reporting Enhancements	CMS.03.6	Test Results Summary Report	A document summarizing the test results achieved after executing the test plan for the implementation of the CMS CCIIO SBM Reporting Enhancements.	June 30, 2017
CMS Issuer Based Payments - Supporting Data Transmissions Contingency	CMS.04.1	Gap Assessment Document	A document detailing the gap between the requirements provided by CMS in CALT as of 19-Sep-16 and the finalized CMS requirements.	June 30, 2017
CMS Issuer Based Payments - Supporting Data Transmissions Contingency	CMS.04.3	Solution Requirements Document	A document detailing the business, functional and technical requirements needed to support the implementation of CMS Issuer Based Payments.	June 30, 2017
CMS Issuer Based Payments - Supporting Data Transmissions Contingency	CMS.04.4	Solution Design Document	A document detailing the technical solution design to meet the requirements for implementing the CMS Issuer Based Payments.	June 30, 2017
CMS Enrollment Interface Testing Completion and Initial File Submission	CMS.02.1	Test Results Summary Report	A document summarizing the external test results achieved after executing the test plan for the CMS Enrollment Interface.	June 30, 2017

Work Stream: Reporting Sustainability Activities				
Activity	Deliverable ID	Deliverable Title	Deliverable Description	Delivery Period
Integration of WEX Health Data into the VHC Data Warehouse	SUS.03.2	Solution Requirements Document	A document detailing the business, functional and technical requirements needed to support the integration of the WEX Health Data into the VHC Data Warehouse.	March 31, 2017
Integration of WEX Health Data into the VHC Data Warehouse	SUS.03.3	Solution Design Document	A document detailing the technical solution design to integrate the WEX Health Data into the VHC Data Warehouse.	March 31, 2017
Integration of WEX Health Data into the VHC Data Warehouse	SUS.03.5	Test Plan	A document detailing the test plan and approach for validating the integration of the WEX Health Data into the VHC Data Warehouse.	March 31, 2017
Integration of WEX Health Data into the VHC Data	SUS.03.6	Test Results Summary Report	A document summarizing the test results achieved after executing the test plan.	March 31, 2017

Work Stream: Reporting Sustainability Activities				
Activity	Deliverable ID	Deliverable Title	Deliverable Description	Delivery Period
Warehouse				
Integration of WEX Health Data into the VHC Data Warehouse	SUS.03.7	Updated AR Report	Updated AR Report leveraging WEX Health Data within the VHC Data Warehouse.	March 31, 2017
Integration of WEX Health Data into the VHC Data Warehouse	SUS.03.8	Updated Paid-Thru Date Report	Updated Paid-Thru Date Report leveraging WEX Health Data within the VHC Data Warehouse.	March 31, 2017

Work Stream: Data Quality and Business Operations				
Activity	Deliverable ID	Deliverable Title	Deliverable Description	Delivery Period
Programmatic Data Quality (PDQ) Tool Check Development	DQ-OPS.03.1	Updated Business Logic Design Document	Updates to the existing Business Logic Design Document will be made detailing the business logic for each newly added expected condition developed for the data quality reports. Each condition will be detailed with both the expected logic along with the business impact if that logic condition is not met. This document will be mapped directly to expected conditions logic included in the reports allowing for traceability and management of the tool over time.	June 30, 2017
Programmatic Data Quality (PDQ) Tool Check Development	DQ-OPS.03.2	Updated Data Quality Configuration Document	Updates to the existing Data Quality Configuration Document will be made to articulate how to extend and maintain enhancements made to the Programmatic Data Quality Tool.	June 30, 2017
Programmatic Data Quality (PDQ) Tool Check Development	DQ-OPS.03.3	Enhanced Data Quality Summary Report	The existing Data Quality Summary Report will be enhanced to include newly added expected conditions. This report will provide a dashboard view of the overall data health of the Vermont Health Connect system.	June 30, 2017
Programmatic Data Quality (PDQ) Tool Check Development	DQ-OPS.03.4	Enhanced Data Quality Detail Report	The existing Data Quality Detail Report will be enhanced to include newly added expected data quality conditions, allowing users to analyze case counts, populations and	June 30, 2017

Work Stream: Data Quality and Business Operations				
Activity	Deliverable ID	Deliverable Title	Deliverable Description	Delivery Period
			identify individual cases for action.	

5. By adding to Attachment A, as previously restated in Amendment 3, the following:

X. ASSUMPTIONS

The following subsections list the Assumptions associated with the Activities described in Sections I.7 and I.8 of this Attachment A.

X.1 ASSUMPTIONS FOR ACTIVITIES FOR JANUARY 1, 2017, THROUGH JUNE 30, 2017 – Maintenance and Operations (M&O)

The following list describes the Assumptions for the M&O Activities to be performed by the Contractor between January 1, 2017, and June 30, 2017 as outlined in section 1.7 of this Agreement.

General Assumptions

1. The maintenance of the OLAP server and tools are not considered in scope for this contract. Maintenance of the “Archetype Remote Desktop” server and tools are not considered in-scope for this contract. Upgrades to Oracle Data Integrator, Oracle Business Intelligence Enterprise Edition, and the reporting server are not considered in scope.
2. SHOP is not included in the scope. Any support or requests SHOP related will need to be a contract amendment by State of Vermont.
3. State of Vermont will ensure infrastructure and environment assistance and access is provided for the Contractor’s activities.
4. The State will provide the Contractor with the right to use the following SOV Software as necessary for the Contractor to provide the services: Current version of eligibility and enrollment software (previously known as OneGate for HIX), SQL Developer, SoapUI, VM, Mozilla Firefox (newest version with Selenium loaded) Internet Explorer 8 and Microsoft Office (including Visio and Project), Secure FTP client (e.g. Winscp), Putty, MobaXTerm, Siebel Tools, RedHat operating system software, and any other State approved software in the VDI environment necessary for the Contractor personnel to provide the services.
5. The State will provide reasonable office space and facilities for Contractor personnel providing services on-site. The State will provide reasonable office space and facilities for Contractor personnel providing services on-site. Contractor will provide their personnel with laptops that employ full disk encryption (FDE).
6. The State will provide remote-access capability via Citrix and an RSA Token, or other similar tools and technology.
7. The Contractor shall adhere to IRS Publication 1075, Exhibit 7 (<https://www.irs.gov/pub/irs-pdf/p1075.pdf>)

Assumptions by Activity

A) OP-RPT.01: Operational Report Delivery

- i. Requests presented to the Contractor will be limited to reporting and analysis. The State will manage all requests and components of requests that relate to infrastructure (e.g., firewall setup, folder/file location configuration) and data quality (e.g. SQL scripts, data cleanup, UVT or confirmation of data quality).
- ii. The State and the Contractor will manage a consistent intake and prioritization process for operational report delivery..
- iii. Ad Hoc Reporting Request data will reside in the Contractor-hosted Taiga solution and requests will be captured using a Google form in place as of November 4, 2016. Requests to modify the Taiga solution and Google form will be managed as Ad Hoc Requests, tracked in the queue, and fulfilled by the Contractor.

B) IRS.01: 1095A Noticing, Correction, and End-of-Month Reporting for Plan Year 2016

- i. Initial 1095A Noticing and Correction batch cycles will be executed no more frequently than weekly.
- ii. Exceptions to process outside of the standard 1095A Noticing and Correction batch cycle, may be performed only upon approval by the State and where resource availability can support the request.
- iii. There may be Initial Notices that, for various reasons, cannot be processed and delivered to customers ahead of the January 31, 2017, deadline. For the purposes of this agreement, Initial Noticing to Customers will be deemed complete upon submission and acceptance of the End-of-Year XML File Submission to IRS (IRS Annual). Remaining Initial Notices will be managed as part of 1095A Correction Processing.
- iv. Data cleanup in the source system is not in scope. State of Vermont is responsible for and will complete data quality review and evaluation, and data cleanup in the source system. At the request of the State, the Contractor shall assist with data quality review and analysis subject to resource availability

C) IRS.02: 1095A Case Analysis and Triage

- i. The State will establish and maintain a central repository for tracking and managing exceptional 1095A cases.
- ii. The State will provide the Contractor with the access to the central repository of 1095A cases sufficient to enable the Contractor's team members to review the cases and document their case analysis and resolution activities and progress.
- iii. Data resolution activities by the Contractor's team members will be limited to data that reside in the Data Warehouse. The State will be responsible for all source system data manipulation and cleanup.

D) IRS.03: 1095B Noticing, Correction, and End-of-Year Reporting for Plan Year 2016

- i. 1095B processing will leverage the Electronic (A2A) submission method.
- ii. There may be Initial Notices that, for various reasons, cannot be processed and delivered to customers ahead of the January 31, 2017, deadline. For the purposes of this agreement, Initial Noticing to Customers will be deemed complete upon submission and acceptance of the End-of-Year XML File Submission to IRS (IRS

Annual). Remaining Initial Notices will be managed as part of 1095B Correction Processing.

- iii. 1095B Correction batch cycles will be executed semi-Monthly. Special/exceptional cases will be incorporated in the regularly scheduled Correction cycle.
- iv. Data cleanup is not in scope. State of Vermont is responsible for and will complete data quality review and evaluation, and data cleanup. At the request of the State, the Contractor shall assist with data quality review and analysis subject to resource availability.
- v. The source data for 1095B is provided by the Department of Children and Families (DCF) of Vermont. Both VHC and DCF will be the sole parties responsible for the data quality of the production file used to generate 1095B's.

E) IRS.04: 1095B Case Analysis and Triage

- i. The State will establish and maintain a central repository for tracking and managing exceptional 1095B cases.
- ii. The State will provide the Contractor with the access to the central repository of 1095B cases sufficient to enable the Contractor's team members to review the cases and document their case analysis and resolution activities and progress.
- iii. Data resolution activities by the Contractor's team members will be limited to data that reside in the Data Warehouse. The State will be responsible for all source system data manipulation and cleanup.

F) IRS.05: 1095B Manual Correction Support Contingency

- i. It is understood that the contingency may not cover the full breadth of the activity or scope required by the State of Vermont.
- ii. This activity will be undertaken while the IRS.07 is not complete.
- iii. This activity will follow the same process utilized for 1095B Manual Corrections in the calendar year 2017.

G) IRS.06: 1095A Initiating Activities for Plan Year 2017

- i. Data cleanup is not in scope. State of Vermont is responsible for and will complete data quality review and evaluation, and data cleanup. At the request of the State, the Contractor shall assist with data quality review and analysis subject to resource availability.

H) CMS.01: CMS Enrollment Interface Monthly File Submission and Correction

- i. CMS Enrollment Interface specifications are fixed on ICD document v2.2 dated August 10, 2016 and the associated SBMI, SMBR, and SBMS XML schema files. Any changes to these requirements or schemas may require a Change Order.
- ii. CMS EI Correction batch cycles will be executed no more frequently than monthly with submissions occurring on the CMS desired frequency.
- iii. Data cleanup in the source system is not in scope. State of Vermont is responsible for and will complete data quality review and evaluation, and data cleanup in the source system. At the request of the State, the Contractor shall assist with data quality review and analysis subject to resource availability.

I) SUS.01: Reporting Infrastructure Support

- i. The following types of changes are considered out-of-scope for this effort:
 - a. Installation of any software or hardware within the Vermont Health Connect environment

- b. Infrastructure requests related to provisioning, access, or ability within specific tools or servers or technologies used within the Vermont Health Connect environment
- c. Infrastructure requests related to security, data security, data cleanup or manipulation, data deletion or truncation, modification of firewall rules
- d. DNS/VPN/RPD change related to accessing or using the environment
- e. Patching / OS Upgrades / OS Installation or other OS-level activities on any server or virtual server

J) SUS.02: VHC Data Warehouse Scaling and Performance Tuning

- i. Contractor's existing access to the VHC Data Warehouse will be maintained by the State's Hosting/M&O vendor.
- ii. Cooperation with VHC's internal/external vendor database administrator team and Contractor is required for successfully executing activities.

K) TRANS.01: Reporting Training Support

- i. A fixed effort of 2 FTEs to be used on request by VHC and State leadership.
- ii. The Contractor will provide the implementation specific training and functional understanding. The Contractor shall not be responsible for on-the-job training of SOV staff on the Oracle tools, Oracle SQL, or Oracle work-flow processes.

L) TRANS.02: Preliminary Reporting Transition Planning

- i. A fixed effort of 1.5 FTEs to be applied as part of a focused transition planning effort undertaken for a fixed period of ~3 weeks with Contractor and VHC stakeholders.
- ii. VHC leadership will designate a State Transition Lead to support transition planning activities.

M) DQ-OPS.01: Business Operations Support

- i. Prioritization of analysis of policy, operational and system issues will be set by Cassandra Gekas or her designee.
- ii. Contractor will be provided Administrative access to the necessary VHC system environments necessary to complete the requested analysis.
- iii. Contractor will be provided source code of the VHC system where needed to support their activities.
- iv. Contractor may, when requested, review system code and configurations to provide recommended enhancements and fixes, but is not responsible for the execution of these development changes.

N) DQ.OPS.02: Data Quality Cleanup Support

- i. Contractor will provide recommended business logic to address data quality issues but is not responsible for the development of data clean up scripts (e.g. SQL).
- ii. Contractor will collaborate with the VHC Data Quality team to actively review and analyze data quality issues identified through the Programmatic Data Quality tool. However, this activity will be led by the VHC Data Quality team or their designee.
- iii. Integration of logic to identify specific error/defect conditions within the PDQ tool is dependent on being able to uniquely identify a defect through data conditions. If a defect cannot be uniquely identified, it will remain tracked within PDQ but will not be matched with a specific defect identifier.

The following list describes the Assumptions for the DDI Activities to be performed by the Contractor between January 1, 2017, and June 30, 2017 as outlined in Section I.8 of this Amendment:

General Assumptions

1. The maintenance of the OLAP server and tools are not considered in scope for this contract. Maintenance of the “Archetype Remote Desktop” server and tools are not considered in-scope for this contract. Upgrades to Oracle Data Integrator, Oracle Business Intelligence Enterprise Edition, and the reporting server are not considered in scope.
2. SHOP is not included in the scope. Any support or requests SHOP related will need to be a contract amendment by State of Vermont.
3. State of Vermont will ensure infrastructure and environment assistance and access is provided for the Contractor’s activities.
4. The State will provide the Contractor with the right to use the following SOV Software as necessary for the Contractor to provide the services: Current version of eligibility and enrollment software (previously known as OneGate for HIX), SQL Developer, SoapUI, VM, Mozilla Firefox (newest version with Selenium loaded) Internet Explorer 8 and Microsoft Office (including Visio and Project), Secure FTP client (e.g. Winscp), Putty, MobaXTerm, Siebel Tools, RedHat operating system software, and any other State approved software in the VDI environment necessary for the Contractor personnel to provide the services.
5. The State will provide reasonable office space and facilities for Contractor personnel providing services on-site. The State will provide reasonable office space and facilities for Contractor personnel providing services on-site. Contractor will provide their personnel with laptops that employ full disk encryption (FDE).
6. The State will provide remote-access capability via Citrix and an RSA Token, or other similar tools and technology.

Assumptions by Activity

A) IRS.07: Completion of 1095B Electronic (A2A) XML File Transmission and Response Capability

- i. The outstanding infrastructure firewall issue has to be resolved by the State’s designated Vendor prior to this work being completed.
- ii. This development activity is slated to begin after the initial notice submission in January 2017 for use in the initial XML submission for Plan Year 2016.
- iii. Completion of A2A will include testing all AATS scenarios (which is currently not required with the UI channel). Testing will involve participation from State, the designated Vendor, and the Contractor.
- iv. The State will be responsible for the transmittal and transmission interface of the A2A solution.
- v. The will be responsible for receiving and communicating the responses from the IRS to the Contractor and State and storing the responses in the database for referencing by the Contractor.
- vi. The external testing with the IRS required for the completion of this electronic (A2A) channel will utilize 2016 data and the 2016 XML schema (version 8.7).

B) IRS.08: 1095B DDI Contingency

- i. An initial assessment of the new requirements will be performed in collaboration with the State to identify what scope can be achieved within the timeline and budget of this contingency line item.
- ii. It is understood that the contingency funds may not cover the full breadth of the scope required by new 1095B requirements.

C) CMS.02: CMS Enrollment Interface Testing Completion and Initial File Submission

- i. Contractor will work with a State of Vermont contracted IV&V vendor for the appropriate amount of validation, testing, and oversight of Federal Compliance work streams. This vendor shall be willing and available to meet Contractor in Vermont at the designated State of Vermont offices, or at Contractor's Boston Office location.
- ii. Upon completion of the submission to CMS in Production, it is anticipated that some percentage of records will be returned with errors. These errors will be addressed as part of the monthly process supporting the CMS Enrollment Interface.
- iii. There may be policies that, for various reasons, cannot be processed and delivered to customers ahead of the April 2017, deadline. For the purposes of this agreement, Initial CMSEI submission to CMS will be deemed complete upon submission and acceptance of the XML File Submission to CMS. Remaining policies will be managed as part of the monthly CMSEI processing.
- iv. Data cleanup in the source system is not in scope. State of Vermont is responsible for and will complete data quality review and evaluation, and data cleanup in the source system. At the request of the State, the Contractor shall assist with data quality review and analysis subject to resource availability.

D) CMS.03: CMS CCIIO SBM Reporting Enhancements

- i. CMS will request changes to the CMS Weekly/Monthly and Quarterly reports following the completion of open enrollment in 2017.
- ii. New CMS requirements and CMS-requested changes will result in a simplification of the current reports and will leverage the same report specification in place as of August 1, 2016.

E) CMS.04: CMS Issuer Based Payments – Supporting Data Transmissions Contingency

- i. Scope and effort estimates are based on requirements initially communicated by CMS via email entitled "Materials from September 14, 2016 SBM Enrollment Reporting Office Hours" sent on Monday 9/19/2016 17:02. Requirements are also contained on CALT (doc149022). CMS will be finalizing technical requirements and specifications in the Fall 2016 and Winter 2016/17.
- ii. Scope and effort estimates for PPR (Preliminary Payment Report) requirements were communicated by CMS via email entitled "Materials from July 6, 2016 SBM Enrollment Reporting Office Hours" sent on Mon 7/11/2016 09:03. Requirements also contained on CALT:
 - SBM Enrollment Office Hours slides (doc143152)
 - PPR Template (doc143153)
 - PPR Data Element Mapping (doc143154)
- iii. Changes to requirements which materially change the scope and effort shall require a Change Order.

F) SUS.03: Integration of WEX Health Data into the VHC Data Warehouse

- i. WEX Health will deliver the WEX “ALL DATA” file to a location from which the Data Warehouse can consume the file.
- ii. The State will facilitate the configuration of infrastructure to enable WEX Health to deposit the file in the specified location.

G) DQ-OPS.03: Programmatic Data Quality (PDQ) Tool Check Development

- i. Cassandra Madison or designee will set priorities for the development of new data quality checks within the PDQ Tool
- ii. Cassandra Madison or designee will set priorities and drive requirement elaboration for new components of the PDQ Summary Dashboard.
- iii. Cassandra Madison or designee will set priorities and drive requirement elaboration for new PDQ reports to drive data clean up.
- iv. Madison or designee will provide functional resources to validate expected data quality conditions.

6. By deleting number 1 of Attachment B, as restated in Amendment 3, and substituting in lieu thereof the following number 1:

- 1. Contractor invoices shall be submitted no more frequently than monthly, but no later than quarterly, and shall include the number of hours worked during the specified billing by period, broken out by scope, and the total amount billed. The State shall pay the Contractor at the blended hourly rate as indicated in the Section 6 below for time, materials, and travel expenses not to exceed **\$12,326,394.30** payable after the State’s acceptance and approval of deliverables and work products specified within Attachment A. The final invoice for services performed under this contract shall be submitted to the State no later than July 15, 2017.

7. By deleting number 6 of Attachment B, as restated in Amendment 3, and substituting in lieu thereof the following number 6:

- 6. The following chart depicts the budget and rate per hour among the projects as specified within Attachment A. Upon the State’s acceptance of the deliverables and work products identified in Attachment A, the State shall pay the Contractor for the following projects:

Budget for January 1, 2017 – June 30, 2017 (subset of total budget below)			
#	Scope of Work	Budget	Classification
12	2017: Operational Report Delivery Activities (M&O) (M&O: OPS-RPT.01)*	\$466,200.00	January 1, 2017 – June 30, 2017
13	2017: IRS 1095 Reporting Activities (M&O) (M&O: IRS.01-06)*	\$854,700.00	January 1, 2017 – June 30, 2017
14	2017: IRS 1095 Reporting Activities (DDI) (DDI: IRS.07-08)*	\$80,660.00	January 1, 2017 – June 30, 2017
15	2017: CMS Reporting Activities (M&O) (M&O: CMS.01)*	\$209,790.00	January 1, 2017 – June 30, 2017
16	2017: CMS Reporting Activities (DDI)	\$427,350.00	January 1, 2017 –

	(DDI: CMS.02-04)*		June 30, 2017
17	2017: Reporting Sustainability Activities (M&O) (M&O: SUS.01-02)*	\$124,320.00	January 1, 2017 – June 30, 2017
18	2017: Reporting Sustainability Activities (DDI) (DDI: SUS.03)*	\$209,790.00	January 1, 2017 – June 30, 2017
19	2017: Preliminary Transition Activities (M&O) (M&O: TRANS.01-02)*	\$108,780.00	January 1, 2017 – June 30, 2017
20	2017: Data Quality and Business Operations** (M&O) (M&O: DQ-OPS.01-02)*	\$397,152.00	January 1, 2017 – June 30, 2017
21	2017: Data Quality and Business Operations** (DDI) (DDI: DQ-OPS.03)*	\$397,152.00	January 1, 2017 – June 30, 2017
Total Amendment 5 Budget (1/1/2017 – 6/30/2017)			\$3,275,894

Budget for July 1, 2016 – December 31, 2016 (subset of total budget below)			
#	Scope of Work	Budget	Classification
3	1095B (2016 Submission for 2015 Coverage)*	\$18,500.00	DDI
4	2016 Scope Work from Amendment 2 (Reporting 2016): <i>New Development and Operational Reporting (Core Initiatives)*</i>	\$555,303.05	DDI
5	2016 Scope Work from Amendment 2 (Reporting 2016): <i>Ad Hoc Report Request Fulfillment *</i>	\$373,050.00	DDI
6	2016 Scope Work from Amendment 2 (Reporting 2016): 1095A Analysis and Triage Surge*	\$124,320.00	M&O
7	OneGate Support Staffing**	\$1,186,621.00	DDI
8	Amazon Web Services***	\$15,092.42	DDI
9	CMS Enrollment Interface*	\$329,300.00	DDI
10	1095B Manual XML Correction, Analysis, and Resubmission*	\$102,675.00	M&O
Total Funds Available 7/1/16 – 12/31/16		\$2,704,861.47	

Total Contract Budget			
#	Scope of Work	Budget	Period of Performance
1	1095A (2016 Submission for	\$97,818.75	January 1 - March 31, 2016

	2015 Coverage)*		
2	Medicaid Reconciliation*	\$58,043.75	December 1, 2015 - February 28, 2016
3	1095B (2016 Submission for 2015 Coverage)*	\$538,316.00	October 1, 2015 - December 31, 2016
4	2016 Scope Work from Amendment 2 (Reporting 2016): <i>New Development and Reporting (Core Initiatives)*</i>	\$1,890,660.80	January 1, 2016 - December 31, 2016
5	2016 Scope Work from Amendment 2 (Reporting 2016): <i>Ad Hoc Report Request Fulfillment *</i>	\$694,321.00	January 1, 2016 - December 31, 2016
6	2016 Scope Work from Amendment 2 (Reporting 2016): 1095A Analysis and Triage Surge*	\$124,320.00	July 1, 2016 - December 31, 2016
7	OneGate Support Staffing**	\$2,716,326.00	November 9, 2015 - December 31, 2016
8	Amazon Web Services***	\$23,380.00	December 1, 2015 - December 31, 2016
9	CMS Enrollment Interface*	\$329,300.00	July 1, 2016 - December 31, 2016
10	1095B Manual XML Correction, Analysis, and Resubmission*	\$102,675.00	July 1, 2016 – December 31, 2016
11	2015 Scope of Work (Reporting 2015)*	\$2,475,339.00	January 3, 2015 - December 31, 2015
12	2017: Operational Report Delivery Activities (M&O) (M&O: <i>OPS-RPT.01</i>)*	\$466,200.00	January 1, 2017 – June 30, 2017
13	2017: IRS 1095 Reporting Activities (M&O) (M&O: <i>IRS.01-06</i>)*	\$854,700.00	January 1, 2017 – June 30, 2017
14	2017: IRS 1095 Reporting Activities (DDI) (DDI: <i>IRS.07-08</i>)*	\$80,660.00	January 1, 2017 – June 30, 2017
15	2017: CMS Reporting Activities (M&O) (M&O: <i>CMS.01</i>)*	\$209,790.00	January 1, 2017 – June 30, 2017
16	2017: CMS Reporting Activities (DDI) (DDI: <i>CMS.02-04</i>)*	\$427,350.00	January 1, 2017 – June 30, 2017
17	2017: Reporting Sustainability Activities (M&O)	\$124,320.00	January 1, 2017 – June 30, 2017

	(M&O: SUS.01-02)*		
18	2017: Reporting Sustainability Activities (DDI) (DDI: SUS.03)*	\$209,790.00	January 1, 2017 – June 30, 2017
19	2017: Preliminary Transition Activities (M&O) (M&O: TRANS.01-02)*	\$108,780.00	January 1, 2017 – June 30, 2017
20	2017: Data Quality and Business Operations* (M&O) (M&O: DQ-OPS.01-02)	\$397,152.00	January 1, 2017 – June 30, 2017
21	2017: Data Quality and Business Operations* (DDI) (DDI: DQ-OPS.03)	\$397,152.00	January 1, 2017 – June 30, 2017
Maximum Amount		\$12,326,394.30	

*note: Base agreement was submitted at a blended rate of \$165 from January 3, 2015 to October 10, 2015. During this time, travel expenses were paid out in addition to the rate per hour. As of October 11, 2015, Projects 1-6 and 9-21 in the charts above shall be billed at \$185 per hour, inclusive of time, material, and travel.

**The Contractor shall bill the State for Project 7 (OneGate Support Staffing) at a rate of \$197/hour for staff costs, which is inclusive of all staff expenses, benefits, and time.

***The Contractor shall bill the State for Project 8 (Amazon Web Services) up to \$3,980 per month not to exceed \$23,280.

8. By deleting Attachment F, beginning on page 44 of 48 of the base agreement, and substituting in lieu thereof the Attachment F beginning on page 26 of 31 of this Amendment 5.

This amendment consists of 30 pages. Except as modified by this amendment and any previous amendments, all provisions of this contract, (#28363) dated January 3, 2015 shall remain unchanged and in full force and effect.

STATE OF VERMONT
DEPARTMENT OF VERMONT HEALTH ACCESS

CONTRACTOR
ARCHETYPE CONSULTING, INC.

CORY GUSTAFSON, COMMISSIONER DATE
NOB 1 South, 280 State Drive
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Attachment F
AGENCY OF HUMAN SERVICES' CUSTOMARY CONTRACT/GRANT PROVISIONS

1. **Definitions:** For purposes of this Attachment F, the term "Agreement" shall mean the form of the contract or grant, with all of its parts, into which this Attachment F is incorporated. The meaning of the term "Party" when used in this Attachment F shall mean any named party to this Agreement *other than* the State of Vermont, the Agency of Human Services (AHS) and any of the departments, boards, offices and business units named in this Agreement. As such, the term "Party" shall mean, when used in this Attachment F, the Contractor or Grantee with whom the State of Vermont is executing this Agreement. If Party, when permitted to do so under this Agreement, seeks by way of any subcontract, sub-grant or other form of provider agreement to employ any other person or entity to perform any of the obligations of Party under this Agreement, Party shall be obligated to ensure that all terms of this Attachment F are followed. As such, the term "Party" as used herein shall also be construed as applicable to, and describing the obligations of, any subcontractor, sub-recipient or sub-grantee of this Agreement. Any such use or construction of the term "Party" shall not, however, give any subcontractor, sub-recipient or sub-grantee any substantive right in this Agreement without an express written agreement to that effect by the State of Vermont.
2. **Agency of Human Services:** The Agency of Human Services is responsible for overseeing all contracts and grants entered by any of its departments, boards, offices and business units, however denominated. The Agency of Human Services, through the business office of the Office of the Secretary, and through its Field Services Directors, will share with any named AHS-associated party to this Agreement oversight, monitoring and enforcement responsibilities. Party agrees to cooperate with both the named AHS-associated party to this contract and with the Agency of Human Services itself with respect to the resolution of any issues relating to the performance and interpretation of this Agreement, payment matters and legal compliance.
3. **Medicaid Program Parties** (*applicable to any Party providing services and supports paid for under Vermont's Medicaid program and Vermont's Global Commitment to Health Waiver*):

Inspection and Retention of Records: In addition to any other requirement under this Agreement or at law, Party must fulfill all state and federal legal requirements, and will comply with all requests appropriate to enable the Agency of Human Services, the U.S. Department of Health and Human Services (along with its Inspector General and the Centers for Medicare and Medicaid Services), the Comptroller General, the Government Accounting Office, or any of their designees: (i) to evaluate through inspection or other means the quality, appropriateness, and timeliness of services performed under this Agreement; and (ii) to inspect and audit any records, financial data, contracts, computer or other electronic systems of Party relating to the performance of services under Vermont's Medicaid program and Vermont's Global Commitment to Health Waiver. Party will retain for ten years all documents required to be retained pursuant to 42 CFR 438.3(u).

Subcontracting for Medicaid Services: Notwithstanding any permitted subcontracting of services to be performed under this Agreement, Party shall remain responsible for ensuring that this Agreement is fully performed according to its terms, that subcontractor remains in compliance with the terms hereof, and that subcontractor complies with all state and federal laws and regulations relating to the Medicaid program in Vermont. Subcontracts, and any service provider agreements entered into by Party in connection with the performance of this Agreement, must clearly specify in writing the responsibilities of the subcontractor or other service provider and Party must retain the

authority to revoke its subcontract or service provider agreement or to impose other sanctions if the performance of the subcontractor or service provider is inadequate or if its performance deviates from any requirement of this Agreement. Party shall make available on request all contracts, subcontracts and service provider agreements between the Party, subcontractors and other service providers to the Agency of Human Services and any of its departments as well as to the Center for Medicare and Medicaid Services.

Medicaid Notification of Termination Requirements: Party shall follow the Department of Vermont Health Access Managed-Care-Organization enrollee-notification requirements, to include the requirement that Party provide timely notice of any termination of its practice.

Encounter Data: Party shall provide encounter data to the Agency of Human Services and/or its departments and ensure further that the data and services provided can be linked to and supported by enrollee eligibility files maintained by the State.

Federal Medicaid System Security Requirements Compliance: Party shall provide a security plan, risk assessment, and security controls review document within three months of the start date of this Agreement (and update it annually thereafter) in order to support audit compliance with 45 CFR 95.621 subpart F, *ADP System Security Requirements and Review Process*.

4. **Workplace Violence Prevention and Crisis Response** (*applicable to any Party and any subcontractors and sub-grantees whose employees or other service providers deliver social or mental health services directly to individual recipients of such services*):

Party shall establish a written workplace violence prevention and crisis response policy meeting the requirements of Act 109 (2016), 33 VSA §8201(b), for the benefit of employees delivering direct social or mental health services. Party shall, in preparing its policy, consult with the guidelines promulgated by the U.S. Occupational Safety and Health Administration for *Preventing Workplace Violence for Healthcare and Social Services Workers*, as those guidelines may from time to time be amended.

Party, through its violence protection and crisis response committee, shall evaluate the efficacy of its policy, and update the policy as appropriate, at least annually. The policy and any written evaluations thereof shall be provided to employees delivering direct social or mental health services.

Party will ensure that any subcontractor and sub-grantee who hires employees (or contracts with service providers) who deliver social or mental health services directly to individual recipients of such services, complies with all requirements of this Section.

5. **Non-Discrimination:**

Party shall not discriminate, and will prohibit its employees, agents, subcontractors, sub-grantees and other service providers from discrimination, on the basis of age under the Age Discrimination Act of 1975, on the basis of handicap under section 504 of the Rehabilitation Act of 1973, on the basis of sex under Title IX of the Education Amendments of 1972, and on the basis of race, color or national origin under Title VI of the Civil Rights Act of 1964. Party shall not refuse, withhold from or deny to any person the benefit of services, facilities, goods, privileges, advantages, or

benefits of public accommodation on the basis of disability, race, creed, color, national origin, marital status, sex, sexual orientation or gender identity as provided by Title 9 V.S.A. Chapter 139.

No person shall on the grounds of religion or on the grounds of sex (including, on the grounds that a woman is pregnant), be excluded from participation in, be denied the benefits of, or be subjected to discrimination, to include sexual harassment, under any program or activity supported by State of Vermont and/or federal funds.

Party further shall comply with the non-discrimination requirements of Title VI of the Civil Rights Act of 1964, 42 USC Section 2000d, et seq., and with the federal guidelines promulgated pursuant to Executive Order 13166 of 2000, requiring that contractors and subcontractors receiving federal funds assure that persons with limited English proficiency can meaningfully access services. To the extent Party provides assistance to individuals with limited English proficiency through the use of oral or written translation or interpretive services, such individuals cannot be required to pay for such services.

6. **Employees and Independent Contractors:**

Party agrees that it shall comply with the laws of the State of Vermont with respect to the appropriate classification of its workers and service providers as “employees” and “independent contractors” for all purposes, to include for purposes related to unemployment compensation insurance and workers compensation coverage, and proper payment and reporting of wages. Party agrees to ensure that all of its subcontractors or sub-grantees also remain in legal compliance as to the appropriate classification of “workers” and “independent contractors” relating to unemployment compensation insurance and workers compensation coverage, and proper payment and reporting of wages. Party will on request provide to the Agency of Human Services information pertaining to the classification of its employees to include the basis for the classification. Failure to comply with these obligations may result in termination of this Agreement.

7. **Data Protection and Privacy:**

Protected Health Information: Party shall maintain the privacy and security of all individually identifiable health information acquired by or provided to it as a part of the performance of this Agreement. Party shall follow federal and state law relating to privacy and security of individually identifiable health information as applicable, including the Health Insurance Portability and Accountability Act (HIPAA) and its federal regulations.

Substance Abuse Treatment Information: Substance abuse treatment information shall be maintained in compliance with 42 C.F.R. Part 2 if the Party or subcontractor(s) are Part 2 covered programs, or if substance abuse treatment information is received from a Part 2 covered program by the Party or subcontractor(s).

Protection of Personal Information: Party agrees to comply with all applicable state and federal statutes to assure protection and security of personal information, or of any personally identifiable information (PII), including the Security Breach Notice Act, 9 V.S.A. § 2435, the Social Security Number Protection Act, 9 V.S.A. § 2440, the Document Safe Destruction Act, 9 V.S.A. § 2445 and 45 CFR 155.260. As used here, PII shall include any information, in any medium, including electronic, which can be used to distinguish or trace an individual’s identity, such as his/her name, social security number, biometric records, etc., either alone or when combined with any other

personal or identifiable information that is linked or linkable to a specific person, such as date and place or birth, mother's maiden name, etc.

Other Confidential Consumer Information: Party agrees to comply with the requirements of AHS Rule No. 08-048 concerning access to and uses of personal information relating to any beneficiary or recipient of goods, services or other forms of support. Party further agrees to comply with any applicable Vermont State Statute and other regulations respecting the right to individual privacy. Party shall ensure that all of its employees, subcontractors and other service providers performing services under this agreement understand and preserve the sensitive, confidential and non-public nature of information to which they may have access.

Data Breaches: Party shall report to AHS, through its Chief Information Officer (CIO), any impermissible use or disclosure that compromises the security, confidentiality or privacy of any form of protected personal information identified above within 24 hours of the discovery of the breach. Party shall in addition comply with any other data breach notification requirements required under federal or state law.

8. **Abuse and Neglect of Children and Vulnerable Adults:**

Abuse Registry. Party agrees not to employ any individual, to use any volunteer or other service provider, or to otherwise provide reimbursement to any individual who in the performance of services connected with this agreement provides care, custody, treatment, transportation, or supervision to children or to vulnerable adults if there has been a substantiation of abuse or neglect or exploitation involving that individual. Party is responsible for confirming as to each individual having such contact with children or vulnerable adults the non-existence of a substantiated allegation of abuse, neglect or exploitation by verifying that fact through (a) as to vulnerable adults, the Adult Abuse Registry maintained by the Department of Disabilities, Aging and Independent Living and (b) as to children, the Central Child Protection Registry (unless the Party holds a valid child care license or registration from the Division of Child Development, Department for Children and Families). See 33 V.S.A. §4919(a)(3) and 33 V.S.A. §6911(c)(3).

Reporting of Abuse, Neglect, or Exploitation. Consistent with provisions of 33 V.S.A. §4913(a) and §6903, Party and any of its agents or employees who, in the performance of services connected with this agreement, (a) is a caregiver or has any other contact with clients and (b) has reasonable cause to believe that a child or vulnerable adult has been abused or neglected as defined in Chapter 49 or abused, neglected, or exploited as defined in Chapter 69 of Title 33 V.S.A. shall: as to children, make a report containing the information required by 33 V.S.A. §4914 to the Commissioner of the Department for Children and Families within 24 hours; or, as to a vulnerable adult, make a report containing the information required by 33 V.S.A. §6904 to the Division of Licensing and Protection at the Department of Disabilities, Aging, and Independent Living within 48 hours. Party will ensure that its agents or employees receive training on the reporting of abuse or neglect to children and abuse, neglect or exploitation of vulnerable adults.

9. **Information Technology Systems:**

Computing and Communication: Party shall select, in consultation with the Agency of Human Services' Information Technology unit, one of the approved methods for secure access to the State's systems and data, if required. Approved methods are based on the type of work performed by the Party as part of this agreement. Options include, but are not limited to:

1. Party's provision of certified computing equipment, peripherals and mobile devices, on a separate Party's network with separate internet access. The Agency of Human Services' accounts may or may not be provided.
2. State supplied and managed equipment and accounts to access state applications and data, including State issued active directory accounts and application specific accounts, which follow the National Institutes of Standards and Technology (NIST) security and the Health Insurance Portability & Accountability Act (HIPAA) standards.

Intellectual Property/Work Product Ownership: All data, technical information, materials first gathered, originated, developed, prepared, or obtained as a condition of this agreement and used in the performance of this agreement -- including, but not limited to all reports, surveys, plans, charts, literature, brochures, mailings, recordings (video or audio), pictures, drawings, analyses, graphic representations, software computer programs and accompanying documentation and printouts, notes and memoranda, written procedures and documents, which are prepared for or obtained specifically for this agreement, or are a result of the services required under this grant -- shall be considered "work for hire" and remain the property of the State of Vermont, regardless of the state of completion unless otherwise specified in this agreement. Such items shall be delivered to the State of Vermont upon 30-days notice by the State. With respect to software computer programs and / or source codes first developed for the State, all the work shall be considered "work for hire," i.e., the State, not the Party (or subcontractor or sub-grantee), shall have full and complete ownership of all software computer programs, documentation and/or source codes developed.

Party shall not sell or copyright a work product or item produced under this agreement without explicit permission from the State of Vermont.

If Party is operating a system or application on behalf of the State of Vermont, Party shall not make information entered into the system or application available for uses by any other party than the State of Vermont, without prior authorization by the State. Nothing herein shall entitle the State to pre-existing Party's materials.

Party acknowledges and agrees that should this agreement be in support of the State's implementation of the Patient Protection and Affordable Care Act of 2010, Party is subject to the certain property rights provisions of the Code of Federal Regulations and a Grant from the Department of Health and Human Services, Centers for Medicare & Medicaid Services. Such agreement will be subject to, and incorporates here by reference, 45 CFR 74.36, 45 CFR 92.34 and 45 CFR 95.617 governing rights to intangible property.

Security and Data Transfers: Party shall comply with all applicable State and Agency of Human Services' policies and standards, especially those related to privacy and security. The State will advise the Party of any new policies, procedures, or protocols developed during the term of this agreement as they are issued and will work with the Party to implement any required.

Party will ensure the physical and data security associated with computer equipment, including desktops, notebooks, and other portable devices, used in connection with this Agreement. Party will also assure that any media or mechanism used to store or transfer data to or from the State includes industry standard security mechanisms such as continually up-to-date malware protection

and encryption. Party will make every reasonable effort to ensure media or data files transferred to the State are virus and spyware free. At the conclusion of this agreement and after successful delivery of the data to the State, Party shall securely delete data (including archival backups) from Party's equipment that contains individually identifiable records, in accordance with standards adopted by the Agency of Human Services.

Party, in the event of a data breach, shall comply with the terms of Section 6 above.

10. **Other Provisions:**

Environmental Tobacco Smoke. Public Law 103-227 (also known as the Pro-Children Act of 1994) and Vermont's Act 135 (2014) (An act relating to smoking in lodging establishments, hospitals, and child care facilities, and on State lands) restrict the use of tobacco products in certain settings. Party shall ensure that no person is permitted: (i) to use tobacco products or tobacco substitutes as defined in 7 V.S.A. § 1001 on the premises, both indoor and outdoor, of any licensed child care center or afterschool program at any time; (ii) to use tobacco products or tobacco substitutes on the premises, both indoor and in any outdoor area designated for child care, health or day care services, kindergarten, pre-kindergarten, elementary, or secondary education or library services; and (iii) to use tobacco products or tobacco substitutes on the premises of a licensed or registered family child care home while children are present and in care. Party will refrain from promoting the use of tobacco products for all clients and from making tobacco products available to minors.

Failure to comply with the provisions of the federal law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity. The federal Pro-Children Act of 1994, however, does not apply to portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where Women, Infants, & Children (WIC) coupons are redeemed.

2-1-1 Database: If Party provides health or human services within Vermont, or if Party provides such services near the Vermont border readily accessible to residents of Vermont, Party shall adhere to the "Inclusion/Exclusion" policy of Vermont's United Way/Vermont 211 (Vermont 211), and will provide to Vermont 211 relevant descriptive information regarding its agency, programs and/or contact information as well as accurate and up to date information to its database as requested. The "Inclusion/Exclusion" policy can be found at www.vermont211.org.

Voter Registration: When designated by the Secretary of State, Party agrees to become a voter registration agency as defined by 17 V.S.A. §2103 (41), and to comply with the requirements of state and federal law pertaining to such agencies.

Drug Free Workplace Act: Party will assure a drug-free workplace in accordance with 45 CFR Part 76.

Lobbying: No federal funds under this agreement may be used to influence or attempt to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress,

or an employee of a member of Congress in connection with the awarding of any federal contract, continuation, renewal, amendments other than federal appropriated funds.

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