

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

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CONTRACT #47219
CHC CONTRACT #MRA202410071972
CHC CONTRACT #SORD-OPTY-771783-0415

STANDARD CONTRACT FOR SERVICES

1. **Parties.** This is a contract for services between the State of Vermont, Department of Vermont Health Access (hereinafter called “State”), and Change Healthcare Technologies, LLC, with a principal place of business in Alpharetta, GA, (hereinafter called “Contractor”). Contractor’s form of business organization is Limited Liability Company. It is Contractor’s responsibility to contact the Vermont Department of Taxes to determine if, by law, Contractor is required to have a Vermont Department of Taxes Business Account Number.

2. **Subject Matter.** This Contract is a license agreement for access to a web based clinical library of guidelines with web-based training for users of the license. The license and training provisions are set forth in Attachment A.

3. **Maximum Amount.** In consideration of the services to be performed by Contractor, the State agrees to pay Contractor, in accordance with the payment provisions specified in Attachment B, a sum not to exceed \$747,214.00.

4. **Contract Term.** The period of Contractor’s performance shall begin on December 10, 2023, and end on December 9, 2025. This Agreement may be extended by two one-year extensions upon agreement between the Parties to December 9, 2026, for Option Year 1 Term, and December 9, 2027, for Option Year 2 Term, respectfully. This agreement has an effective date that is an earlier date than the date on which it is signed by the parties. The effective date of this agreement shall be as of December 10, 2023, and end on December 9, 2025. All terms and conditions described in this contract shall apply to any and all services performed for or on behalf of the State. The Contractor agrees that by submitting invoices, bills, or otherwise seeking compensation for services performed prior to the finalization of this contract or signing of this contract, Contractor is agreeing to and reaffirming the application of all terms of this amended and restated agreement 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 Contract. 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.

5. **Prior Approvals.** This Contract shall not be binding unless and until all requisite prior approvals have been obtained in accordance with current State law, bulletins, and interpretations.

6. **Amendment.** No changes, modifications, or amendments in the terms and conditions of this contract shall be effective unless reduced to writing, numbered and signed by the duly authorized representative of the State and Contractor.

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7. *Termination for Convenience.* This contract may be terminated by the State at any time by giving written notice at least sixty (60) days in advance. In such event, Contractor shall be paid under the terms of this contract for all services provided to and accepted by the State prior to the effective date of termination.

8. *Primary Contacts.* The Parties will keep and maintain current at all times a primary point of contact for this Agreement, which are presently as follows:

| | DVHA Program Manager | State Fiscal Manager | For the Contractor |
|---------|--|--|--|
| Name | Kristy Allard | Tim Harvey | Karen Herard |
| Phone # | 802-879-5617 | 802-585-0433 | 857-231-6965 |
| E-mail | Kristin.Allard@vermont.gov | Tim.Harvey@vermont.gov | karen.herard@changehealthcare.com |

9. *Attachments.* This Contract consists of 79 pages including the following attachments which are incorporated herein:

Attachment A – Statement of Work

Exhibit A – Definitions

Exhibit B – Solution Riders

Exhibit 1 – Software Schedule

Exhibit 2 – Subscription Services Schedule

Exhibit 3 – Processing Services Schedule

Exhibit 4 – Decision Support Terms Schedule

Exhibit 5 – Implementation, Education and Consulting Services Terms Schedule

Attachment B – Payment Provisions

Exhibit – 1 Solutions and Pricing

Exhibit – 2 Usage Based Price Increased Terms

Exhibit – 3 Facilities and Administration

Attachment C – Standard State Provisions for Contracts and Grants

Attachment D – IT Systems Implementation

Attachment E – Business Associate Agreement

Attachment F – AHS Customary Contract Provisions

Attachment G – State of Vermont – Federal Terms Supplement (non-construction)

Attachment H – Modification of State Standard Attachments C & F

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Appendix I – Required Forms

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

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

BY THE STATE OF VERMONT:

DocuSigned by:

ABEDE75BDF50473... 1/17/2024

ADALINE R. STRUMOLO
ACTING COMMISSIONER
280 State Drive, NOB 1 South
Waterbury, VT 05671-1010
Phone: 802-585-5356
Email: Adaline.R.Strumolo@vermont.gov

Customer Notice Address:
280 State Drive- NOB 1 South
Waterbury, VT 05671-1010
USA
Attn:

BY THE CONTRACTOR:

DocuSigned by:

55BAB3D13535459... 1/16/2024

DAVID DELANEY, SVP & GM DECISION SUPPORT
1655 Murfreesboro Pike, Suite D
Nashville, TN 37219
Phone: 617-420-2120
Email: david.delaney@optum.com

CHC Notice Address:

11000 Optum Circle
Eden Prairie, MN 55344
Attn: Optum General Counsel

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| | |
|---------------------|---------|
| Customer Number | VER503 |
| Contract Number | 47219 |
| CHC Customer Number | 1069309 |

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ATTACHMENT A – STATEMENT OF WORK

I. Licensing and Training

The Contractor will provide a license for proprietary software which is web-based to access a library of clinical guidelines. Contractor's license to the State is incorporated into Section II below.

The Contractor will provide training to State staff as set forth in Attachment A, Statement of Work, Exhibit D. The Contractor shall provide training manuals electronically when available. Otherwise, the Contractor will bill the State for shipping charges for training manuals. The Contractor and the State will mutually work together on setting trainings dates for the users of the licensed proprietary software. The Contractor must provide advance notice concerning any limitations on the Contractor's availability concerning training and the use of the licensed software.

II. Contractor's Standard Form Master Relationship Agreement and License

CHANGE HEALTHCARE TECHNOLOGIES, LLC MASTER RELATIONSHIP AGREEMENT ("MRA") effective as of the effective date stated in Standard Contract, Section 4, Contract Term, (the "Effective Date"), between Change Healthcare Technologies, LLC ("CHC" or "Contractor"), and the customer identified below ("Customer" or the "State"), consisting of the MRA Terms and Conditions, Attachments, and Exhibits. This MRA governs all Products and Services supplied by CHC to Customer in the United States during the Term.

Master Relationship Agreement General Terms & Conditions

1. **Definitions.** Capitalized terms used in this Master Relationship Agreement have the meanings given to them in the MRA, these General Terms & Conditions, Attachments and Exhibits.
2. **Provision of Products and Services.** CHC will provide Products and Services to Customer as described in these General Terms & Conditions, Attachments A and B and associated Exhibits.
3. **Use of Products and Services.** Customer will, and will cause Permitted Users to, use all Products and Services in accordance with this MRA and related Documentation, and in compliance with all applicable laws. Customer is responsible for use of the Products and Services by its Permitted Users.
4. **Use of Documentation.** Customer may use and copy the Documentation as reasonably necessary to exercise its rights under this MRA, including a reasonable number of copies for training, testing, backup, and archival purposes. Customer will duplicate all applicable trademark, copyright, or other proprietary notices on each copy of the Documentation.
5. **Customer Responsibilities.** Customer will:

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- (a) cooperate with CHC and provide CHC access to and use of all appropriate Facilities, systems, equipment, and supporting materials requested, as reasonably necessary for CHC to perform its obligations under this MRA;
 - (b) secure all Third-Party authorizations necessary for CHC to deliver the Products and Services in compliance with all applicable laws, and maintain all records necessary to validate the authorizations Customer provides to CHC;
 - (c) Supply CHC, in the format specified in the Documentation, with all complete and accurate data necessary for CHC to deliver the Products and Services, and maintain all records necessary to validate the data Customer provides to CHC;
 - (d) use commercially reasonable security measures to secure systems owned, hosted, or operated by Customer or its suppliers to prevent unauthorized access to the Products and Services, and promptly notify CHC of any known performance problems or security vulnerabilities related to the Products and Services;
 - (e) obtain CHC's prior written consent before using any interface or integration not developed by CHC to the Products or Services, and follow all specification guidelines provided by CHC;
 - (f) acquire, operate, and maintain all software, systems, equipment, and services identified in the applicable Documentation as necessary to operate the Products and Services, and when applicable, provide first-level support, education, and training to Permitted Users for the Products and Services; and
 - (g) comply with all applicable Control Laws affecting the Regulated Materials.
6. **Third-Party Solutions.** CHC may provide Third-Party Solutions to Customer together with, or incorporated into, the CHC Solution. Customer is authorized to use these Third-Party Solutions solely with the related CHC Solution. Customer's use of Third-Party Solutions is subject to the terms of this MRA and any applicable terms on <https://customerconnection.changehealthcare.com/tpt/login/> ("Third-Party Terms"), which may be modified from time to time. Customer may access the applicable Third-Party Terms using the following confidential login information:

User ID: contractprovisions@changehealthcare.com

Password (case sensitive): XXXXXXXX

If any Third-Party Terms conflict with this MRA or the applicable Statement of Work and Exhibits, then the conflicting Third-Party Terms control only with respect to the Third-Party Solution to which they apply. CHC may substitute any Third-Party Solution licensed to Customer with different Products or Services containing similar features and functionality. If a Third Party

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raises its fees for a Third-Party Solution, then CHC may increase its fees to Customer by the same amount on the next invoice under the applicable Statement of Work.

7. **Payment.**

- 7.1 **Invoicing and Payment.** CHC will issue invoices to Customer and Customer will pay all fees and other charges in U.S. dollars as stated in Attachment B, No. 2.
- 7.2 **Expenses.** Prices do not include packing, delivery, and insurance charges or fees charged by communications common carriers or timesharing suppliers with respect to Processing Services, which will be separately invoices and paid by Customer. Customer will reimburse CHC for all other reasonable out-of-pocket expenses incurred while providing Services, including travel and living expenses.
- 7.3 **Taxes.** CHC and Customer acknowledge that at the time of execution of this MRA, Customer is a tax-exempt entity and shall provide proof of such status to CHC in the form of exemption certificates or other documentation acceptable to CHC. If at any time during the Term of this Agreement, Customer's tax exempt status should change, Customer agrees to promptly notify CHC of such change in status.
- 7.4 **RESERVED.**
- 7.5 **RESERVED.**
- 7.6 **Suspension of Services for Nonpayment.** CHC reserves the right to suspend provision of any Services (a) 15 days after notice to Customer of non-payment of undisputed sums owed to Change Healthcare that are 30 days or more past due, where such breach remains uncured or (b) if determines in its reasonable discretion that such suspension is necessary to comply with any applicable law or order of any governmental authority.
- 7.7 **Monitoring and Auditing.** If CHC believes Customer's use of a Product or Service violates the license grant or usage terms in this Statement of Work , then CHC may conduct an audit of Customer's sites and systems following ten business days' notice to Customer. The audit will be conducted during regular business hours and Customer will provide CHC with reasonable access to all relevant equipment, systems, and records related to the Product or Service. If an audit reveals that Customer's use of any Product or Service exceeds the usage limitations in this Statement of Work, then CHC may invoice for the excess use based on the fees in effect for that Product or Service under the applicable Statement of Work. If Customer's use exceeds five percent of the usage limitations in the Statement of Work, then Customer also will pay CHC's reasonable costs of conducting the audit.
- 7.8 **Acquisitions.** If Customer exceeds the usage limitations set forth in the Statement of Work for a Product or Service because it acquires another entity, then Customer will pay

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CHC additional fees for the excess use based on the rates established in Attachment B. If Customer acquires an entity that is subject to an existing agreement with CHC for Products or Services, then the acquired entity will remain subject to that CHC agreement until the parties terminate it or it expires.

8. **Confidentiality.**

- 8.1 **Use and Disclosure of Confidential Information.** Each party will protect and safeguard the other party's Confidential Information with at least the same care used for its own Confidential Information of a similar nature, but no less than reasonable care. Except as expressly permitted by this MRA, neither party may:
- (a) disclose the other party's Confidential Information except (i) to its employees or contractors who have a need to know and are bound by confidentiality terms at least as restrictive as those contained in this section, or (ii) to the extent required by law, after giving prompt notice of the required disclosure to the other party; nor
 - (b) use the other party's Confidential Information for any purpose other than (i) to perform its obligations or exercise its rights under this MRA, (ii) in the case of Customer as the receiving party, Customer's evaluation of CHC Solutions, or (iii) in the case of CHC as the receiving party, CHC's development of new and existing products and services.
- 8.2 **Return of Confidential Information.** After this MRA or a Statement of Work is terminated, each party will, upon written request, return or destroy the other party's Confidential Information and promptly will certify in writing to the other party that it has done so.
- 8.3 **Period of Confidentiality.** Each party will comply with this section during the term of this MRA and for three years after it terminates. With respect to Confidential Information that constitutes a trade secret under the laws of any jurisdiction, each party will continue to comply with this section until the Confidential Information loses its trade secret status other than due to an act or omission of the receiving party.
- 8.4 **Equitable Relief.** An actual or threatened breach of this section may cause immediate irreparable harm without adequate remedy at law. If a party breaches or threatens to breach this section, then the other party may seek equitable relief to prevent the party from beginning or continuing the breach. The party seeking relief is not required to post a bond or other security or prove the inadequacy of other available remedies. This section does not limit any other remedy available to either party.

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9. **Business Associate Agreement.** Except as provided in this section, the use and disclosure of Protected Health Information (as defined by the Health Insurance Portability and Accountability Act) in connection with this MRA will be governed by a business associate agreement between the parties. See Attachment E.
10. **Intellectual Property.**
 - 10.1 **Retained Rights.** CHC reserves all rights not expressly granted to Customer in this MRA including all right, title, and interest to all work developed for or delivered to Customer under this MRA. CHC solely owns all changes, modifications, improvements, or new modules to the Products or Services, whether made or developed by Customer, at Customer's request, or in cooperation with Customer. All feedback, statements, suggestions, or ideas given by Customer to CHC may be used to develop new and existing products and services that will be owned solely by CHC.
 - 10.2 **Use of Customer Intellectual Property.** During the term of the applicable Statement of Work, Customer grants CHC a license to use and display Customer's copyrights, trademarks, and service marks, solely to the extent necessary for CHC to perform its obligations under this MRA.
11. **Professional Services Warranty.** CHC warrants that it will perform all Professional Services in a professional manner consistent with industry standards by trained and skilled resources.
12. **Warranty Disclaimer.** CHC GRANTS THE LIMITED WARRANTIES SPECIFIED IN THIS MRA (INCLUDING ANY WARRANTIES SET FORTH IN ANY SOLUTION SCHEDULE) IN LIEU OF ALL OTHER EXPRESS OR IMPLIED REPRESENTATIONS, WARRANTIES, AND CONDITIONS. CHC EXPRESSLY EXCLUDES FROM THIS MRA THE IMPLIED WARRANTY OF MERCHANTABILITY, IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, WARRANTIES OF NON-INFRINGEMENT, AND WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. CHC DOES NOT WARRANT THAT THE PRODUCTS OR SERVICES WILL YIELD ANY PARTICULAR BUSINESS OR FINANCIAL RESULT OR MEET CUSTOMER'S REQUIREMENTS. CHC DOES NOT WARRANT THAT THE PRODUCTS OR SERVICES WILL PERFORM, OR BE PERFORMED, WITHOUT ERROR OR INTERRUPTION. CHC IS NOT RESPONSIBLE FOR INTERNET OUTAGES OR OTHER FAULTS IN INTERNET SERVICES.
13. **Exclusive Remedy.** CUSTOMER'S ONLY REMEDY FOR CHC'S BREACH OF ANY PRODUCT OR SERVICE WARRANTY (INCLUDING ANY WARRANTIES SET FORTH IN ANY SOLUTION SCHEDULE) WILL BE THE REPAIR, REPLACEMENT, OR REPERFORMANCE BY CHC OF THE NONCONFORMING PRODUCT OR SERVICE. IF CHC FAILS TO DELIVER THIS REMEDY, THEN CUSTOMER MAY PURSUE ANY OTHER REMEDY PERMITTED UNDER THIS MRA.

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14. **Customer Input Errors.** CHC IS NOT RESPONSIBLE FOR THE ACCURACY OR QUALITY OF ANY MESSAGES, INFORMATION, OR DATA PROVIDED BY CUSTOMER, ANY PERMITTED USERS, OR OTHER USERS OF THE PRODUCTS OR SERVICES. CHC IS NOT RESPONSIBLE FOR ANY ERRORS IN THE PRODUCTS OR SERVICES CAUSED BY INACCURATE MESSAGES, INFORMATION, OR DATA PROVIDED BY CUSTOMER, PERMITTED USERS, OR OTHER USERS.
15. **Professional Responsibility; Duty to Defend.** CHC's Products and Services are tools for information management and diagnostic purposes only and must be used by trained individuals. The Products and Services do not have the ability to administer health benefits, diagnose disease, prescribe treatment, render care or payment decisions, or perform any task that constitutes the practice of medicine. Customer will ensure that only properly trained individuals use the Products and Services provided by CHC. Customer will defend CHC against any claim, demand, action, or other proceeding brought by a Third Party to the extent that it results from Customer's care or payment decisions and will pay costs and damages finally awarded against CHC as a result of the claim.
16. **Infringement Claims.**
 - 16.1 **Duty to Defend.** CHC will defend Customer against any Infringement Claim and will pay costs and damages finally awarded against Customer as a result of any Infringement Claim.
 - 16.2 **Customer Requirements.** CHC's obligations under this section are conditioned on the following:
 - (a) Customer will notify CHC of the Infringement Claim within ten business days. If Customer fails to provide CHC with timely notice and CHC has been prejudiced due to Customer's delay, then CHC will be relieved of its obligations under this section;
 - (b) Customer will provide CHC with all reasonably requested cooperation, information and assistance at CHC's sole expense; and
 - (c) Customer will provide CHC with sole authority to defend and settle the Infringement Claim.
 - 16.3 **Customer Consent.** CHC may not enter into any settlement of an Infringement Claim that would create a financial obligation on Customer or constitute an admission of liability by Customer without Customer's prior written consent.
 - 16.4 **Exclusions.** CHC is not liable under this section if the Infringement Claim is based on:
 - (a) modifications to the CHC Solution that were not performed by CHC;

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- (b) use of custom interfaces, file conversions, or other programming for which CHC does not develop the specifications or instructions;
- (c) use of a CHC Solution in combination with products or services not provided by CHC, if use of the CHC Solution alone would not result in liability under this section;
- (d) use of a CHC Solution in a manner not authorized by this MRA, the Statement of Work and Exhibits, , or the Documentation;
- (e) use of any version other than the two most current releases of a CHC Solution; or
- (f) any version of a CHC Solution that CHC has notified Customer to discontinue use, if infringement would have otherwise been avoided.

16.5 Infringement Remedies. If Customer makes a claim under this section, or CHC believes an Infringement Claim is reasonably likely, then CHC will, at its sole option and expense:

- (a) obtain for Customer the right to continue using the CHC Solution;
- (b) replace or modify the CHC Solution with an alternative solution of substantially equivalent functionality; or
- (c) if neither (a) nor (b) are commercially feasible, terminate Customer's rights and CHC's obligations under this MRA related to the CHC Solution. If CHC terminates a one-time license fee for a CHC Solution under this section, CHC will refund to Customer with a pro rata share of the license fees paid for the infringing CHC Solution. The refund will be calculated on a five-year straight-line basis beginning on the effective date of the applicable Statement of Work.

16.6 Exclusive Remedy. THIS SECTION CONTAINS CHC'S ONLY OBLIGATIONS, AND CUSTOMER'S ONLY REMEDIES, WITH RESPECT TO ANY INFRINGEMENT CLAIM.

17. Limitation of Liability.

17.1 Total Damages. CHC'S TOTAL CUMULATIVE LIABILITY UNDER THIS MRA, FOR BREACH OF CONTRACT, WARRANTY, TORT, PRODUCT LIABILITY, OR OTHERWISE, IS LIMITED TO THE TOTAL FEES PAID (LESS ANY REFUNDS, CREDITS, AND PASS THROUGH FEES) BY CUSTOMER TO CHC UNDER THE APPLICABLE STATEMENT OF WORK FOR THE PRODUCT OR SERVICE GIVING RISE TO THE CLAIM DURING THE TWELVE-MONTH PERIOD PRECEDING THE DATE OF THE CLAIM.

17.2 Exclusion of Damages. CHC IS NOT LIABLE TO CUSTOMER UNDER THIS MRA FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR LOST PROFITS, LOST REVENUE, OR LOSS OF REPUTATION

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OR GOODWILL, WHETHER BASED ON BREACH OF CONTRACT, WARRANTY, TORT, PRODUCT LIABILITY, OR OTHERWISE, EVEN IF CHC HAS BEEN ADVISED OF THE POSSIBILITY OF THE DAMAGE.

17.3 **Material Consideration.** THE LIMITATION OF LIABILITY DESCRIBED IN THIS SECTION IS A MATERIAL CONDITION FOR CHC'S ENTRY INTO THIS MRA.

18. **Termination.**

18.1 **Termination .** Notwithstanding Section 7 of the Standard Contract providing for termination upon 60 days' notice without cause, either party may terminate the Statement of Work to this MRA upon notice if:

- (a) the other party materially breaches this MRA relative to the Statement of Work and fails to cure, or begin reasonable efforts to cure, the breach within 30 days after receiving notice of the breach;
- (b) the other party infringes the terminating party's Intellectual Property rights and does not cure, or begin reasonable efforts to cure, the breach within ten business days after receiving notice of the breach;
- (c) the other party materially breaches this MRA relative to the Statement of Work in a way that cannot be cured; or
- (d) the other party begins dissolution proceedings or ceases to operate in the ordinary course of business.

18.2 **Effect of Termination.** If either party terminates the Statement of Work, then the parties' rights and obligations under another Statement of Work are not affected. All other Statements of Work will remain effective unless they are terminated in accordance with this MRA.

18.3 **Termination of MRA.** If there is no Statement of Work in effect under this MRA, then either party may terminate this MRA upon notice to the other party.

18.4 **Obligations upon Termination or Expiration.** Upon termination or expiration of this MRA or a Statement of Work, Customer will promptly:

- (a) stop using all affected Products and Services,
- (b) permanently remove all affected Products from all computer systems and other electronic storage devices, and
- (c) certify in writing to CHC that Customer has complied with this section.

19. **Books and Records.** For any Services provided under this MRA that are subject to 42 U.S.C. Section 1395x(v)(1)(I), the parties and any of their subcontractors (as defined or interpreted by

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the applicable regulatory agency) will provide the Secretary of the U.S. Department of Health and Human Services, the Comptroller General, and their duly authorized representatives access to this MRA and any books, documents, and records needed to verify the Services until four years after the Services are provided.

20. **Discount Reporting.** This MRA, and any discounts provided under this MRA, are intended to comply with the discount safe harbor of the federal Anti-Kickback Statute, 42 U.S.C. § 1320a-7b(b). To the extent required by the discount safe harbor of the Anti-Kickback Statute or other similar applicable state laws and regulations, Customer and its affiliates must fully and accurately reflect in cost reports or other submissions to federal healthcare programs all discounts provided under this MRA and, upon request by the Secretary of the U.S. Department of Health and Human Services or a state agency, make available information provided to Customer by CHC about the discount.
21. **Excluded Provider.** Each party warrants that neither it nor any of its employees or Subcontractors assigned to perform material services under this MRA have been convicted of a criminal offense related to health care or been listed as debarred, excluded, or otherwise ineligible for participation in a Federal health care program. Each party will notify the other if it becomes aware that it or any of its employees or Subcontractors assigned to perform material services under this MRA have been excluded or are otherwise ineligible to participate in a Federal health care program.
22. **RESERVED.**
23. **Assignment.** Customer may not assign this MRA without the prior written consent of CHC, which will not be unreasonably withheld. Any attempted assignment by Customer without CHC's written consent will be void. Upon notice to Customer, CHC may assign this MRA to any entity receiving all or substantially all of CHC's assets or a controlling ownership interest, or in any other corporate reorganization. Any assignment under this section is binding upon, and for the benefit of, the assignee.
24. **Subcontracts.** CHC may subcontract its obligations under this MRA. CHC is responsible for the actions of its Subcontractors.
25. **Notices.** All notices required by this MRA must be in writing and sent to the address in the Standard Contract or any other address designated by notice. Electronic mail is not written notice under this MRA.
26. **Publicity.** The parties may publicly announce that they have entered into this MRA and describe the general nature of their relationship, excluding financial terms. Neither party will make any public announcement or press release regarding this MRA or specific activities performed under this MRA without the prior written consent of the other party.

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27. **Governing Law.** This MRA is governed by the laws of Vermont, exclusive of its rules governing choice of law and conflict of laws and any version of the Uniform Commercial Code; each party agrees that exclusive venue for all actions, relating in any manner to this MRA will be in the Superior Court of the State of Vermont, Civil Division, Washington Unit.
28. **Severability.** If any part of a provision of this MRA is found illegal or unenforceable, it will be enforced to the maximum extent permissible, and the legality and enforceability of the remainder of that provision and all other provisions of this MRA will be unaffected.
29. **Waiver.** Failure to exercise or enforce a right under this MRA is not act as a waiver of such right.
30. **Force Majeure.** Except for obligation to pay money, a party's will not be liable to the other party for any failure or delay caused by a Force Majeure Event, whether or not such matters were foreseeable, and future failure or delay will not constitute a material breach of this MRA.
31. **Relationship of Parties.** Each party is an independent contractor of the other party. This MRA will not be construed as constituting a relationship of employment, agency, partnership, joint venture or any other form of legal association. Neither party has any power to the other party or to assume or to create any right or obligation for the other party or in the other party's name.
32. **Third-Party Beneficiaries.** Except as specifically set forth in the Statement of Work, nothing in this MRA will confer any right, remedy, or obligations upon anyone other than CHC and Customer.
33. **Construction.** Any ambiguities in the terms of this MRA will not be presumptively construed for or against either party. Headings are for convenience only. As used in this MRA, "will" means "has a duty to," or "is required to," and "include" means "includes without limitation." A reference to "section" means the distinct and full-numbered paragraph (e.g. section 8) of the clause referencing the section, including its subparts (e.g. subsection 8.1, 8.1(a), 8.2 etc.). This MRA or any amendment to this MRA may be signed in multiple counterparts, each of which will be considered an original of the same agreement.
34. **RESERVED.**
35. **Order of Precedence.** If an inconsistency exists among the components of this MRA, the inconsistency will be resolved by giving priority in the following order:
- (a) Attachment A – Statement of Work including Exhibits ;
 - (b) Documentation and other materials incorporated by reference.
36. **Survival of Provisions.** The following provisions will survive termination or expiration of this MRA: 7 (Payment), 8 (Confidentiality), 10 (Intellectual Property), 16 (Infringement Claims), 17 (Limitation of Liability), 18.4 (Obligations upon Termination or Expiration), 19 (Books and

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Records), 20 (Discount Reporting), 25 (Notices), 27 (Governing Law), 29 (Waiver), 33(Construction), 35 (Order of Precedence), 36 (Survival of Provisions), 38 (Entire Agreement), and any other provision that specifically states it survives.

37. **Existing Agreements.** This MRA governs any Products or Services newly-acquired or renewed after the Effective Date. Any Products and Services acquired before the Effective Date will continue to be governed by the agreement under which those Products and Services were initially acquired. This MRA does not change any existing agreements between CHC and Customer.
38. **Entire Agreement.** This MRA contains all the terms agreed upon by the parties and supersedes any other communications related to the subject matter of this MRA. No terms in Customer purchase orders are binding on the parties.

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**Exhibit A
Definitions**

“CHC Affiliates” means any U.S. entities that are controlled by or under common control with CHC, that license or sell Products or Services to Customer during the term of this MRA or any Statement of Work.

“CHC Solution” means any CHC-owned Product or CHC-owned Service provided to Customer under a Statement of Work.

“Confidential Information” means non-public information of the disclosing party, whether related to currently licensed Products, Services, or other deliverables or business practices that is marked confidential or which the receiving party should reasonably know to be confidential. Confidential Information specifically includes information about future solution development, roadmaps, or new features and functionality, penetration test results, pricing, proposals, participation in customer focus groups, user feedback, financial, personnel, planning, technical, and marketing information, and the terms of this MRA. Confidential Information does not include: (a) information lawfully obtained or created by the receiving party independently from the disclosing party’s Confidential Information without breach of any obligation of confidence, (b) information that enters the public domain without breach of any obligation of confidence, or (c) Protected Health Information as defined by the Health Insurance Portability and Accountability Act.

“Control Laws” means all governmental laws, orders, and other restrictions regarding the export, import, re-export, or use of information, goods, and technology outside of the U.S.

“Documentation” means user guides, operating manuals, training materials, terms of use, implementation guides, support guides, policies, procedures, and other materials that apply to or describe the Products and Services, which are incorporated by reference and may be reasonably modified from time to time by CHC.

“Exhibit” means an exhibit to this MRA.

“Facility” means an establishment that is (a) located in the U.S., (b) operated by Customer, or a CHC-approved Third Party, and (c) is identified in a Statement of Work.

“Force Majeure Event” means any event beyond the reasonable control of a party that could not, by reasonable diligence, be avoided, including acts of God, acts of war, terrorism, riots, embargoes, acts of government, acts of civil or military authorities, denial of or delays in processing of export license applications, fire, floods, earthquakes, or strikes.

“General Terms & Conditions” means the terms in the main body of this MRA.

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“Implementation Services” means initial implementation, configuration, installation, education, training, and set-up services listed in a Statement of Work to be performed by CHC and required for Customer to begin use of a Product or Service.

“Infringement Claim” means any claim, demand, action, or other proceeding brought against Customer by a Third Party that the use of any CHC Solution delivered under this MRA infringes any trademark, copyright, or U.S. patent, or misappropriates any trade secrets.

“Intellectual Property” means any inventions, technological innovations, discoveries, designs, formulas, know-how, processes, business methods, patents, trademarks, trade names, service marks, copyrights, trade secrets, concepts and ideas (whether or not patentable, copyrightable or constituting trade secrets), computer programs and software, creations, writings, illustrations, images, and all improvements to and copies and tangible embodiments of the above.

“Overdue Amounts” means any fees, charges, or expenses that are past due and not disputed in good faith.

“Permitted User” means any individual authorized by Customer to use the Products and Services, whether at a Facility or from a remote location, who is a (a) Customer employee, (b) medical professional authorized to perform services at a Facility, or (c) consultant or independent contractor who has a need to use the Products or Services based upon a contractual relationship with Customer and is not a CHC competitor. A consultant or independent contractor may be a “Permitted User” only if (i) Customer remains responsible for use of the Products and Services by the individual, and (ii) the individual is subject to confidentiality and use restrictions at least as strict as those contained in this MRA.

“Products” means any software, equipment, content, or any other product that CHC provides to Customer under this Statement of Work. CHC may provide Products through technological means, including artificial intelligence and machine learning.

“Professional Services” means any Implementation Services, consulting, programming, education, training, or other professional services that CHC provides to Customer under this Statement of Work.

“Regulated Materials” means the portion of the Products, Services, and Documentation that are subject to Control Laws, including technical data and related information.

“Services” means any computing, processing, technology, subscription, hosting, software as a service, implementation, maintenance, professional, consulting, or any other service that CHC provides to Customer under this Statement of Work. CHC may provide Services through technological means, including artificial intelligence and machine learning.

“Statement of Work” means CHC’s form addendum, including any Solution Riders, to this MRA, which will be used to process Customer’s license or purchase of Products and Services.

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“Solution Rider” means an attachment to the Statement of Work that contains terms regarding the rights and obligations of the parties that uniquely apply to certain Products and Services being provided under the Statement of Work.

“Solution Schedule” means the schedules attached to the Solution Riders to this MRA.

“Subcontractor” of a party means a Third Party who provides services at the direction of that Party.

“Third Party” means an individual or entity other than CHC or Customer.

“Third-Party Solution” means any Product or Service listed in a Statement of Work that is owned or provided by a Third Party.

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Exhibit B
Solution Rider
1. Software Schedule

1. **Term.** The term of this Software Schedule begins on December 10, 2023, and ends on December 9, 2027 (the “Contract Term”). Customer shall have the right to terminate this Agreement with at least 90 days written notice prior to December 9, 2025. If no notice is received, this Agreement will automatically continue until December 9, 2026 (the “Option Year 1 Term”). Customer shall have an additional right to terminate this Agreement with at least 90 days written notice prior December 9, 2026. If no notice is received, this Agreement will automatically renew for a final one-year period (the “Optional Year 2 Term”). This Agreement will automatically terminate at the end of the Option Year 2 Term or December 9, 2027.
2. **Customer Purchase Orders.** CHC will include Customer’s purchase order number on invoices if provided by Customer on or before the Contract Effective Date. Failure to provide CHC with a purchase order number will not relieve Customer of any obligation under this Statement of Work. Terms on or attached to a Customer purchase order will have no effect.
3. **No Warranty of Future Functionality.** CHC makes no warranty or commitment regarding any functionality not Generally Available as of the Effective Date for any of the Products or Services provided under this Statement of Work, and Customer has not relied on the availability of any future version of the Products or Services or any other future offering from CHC in its decision to execute this Contract. “Generally Available” means available as a non- development product, licensed by CHC in the general commercial marketplace.
4. **License Grant.**
 - 4.1. **Term License.** For any Software identified on a Statement of Work as “term” or as a “term license,” subject to Customer’s compliance with the terms and conditions set forth in the MRA and this Solution Schedule, CHC grants to Customer a limited, revocable, non-exclusive, non-transferable, non-sublicensable, license to perform, display, and use the Software for Customer’s internal business purposes during the license term specified in the Statement of Work.
 - 4.2. **Non-Term License.** For any Software identified on a Statement of Work as “non-term” or as a “non-term license,” subject to Customer’s compliance with the terms and conditions set forth in the MRA and this Software Schedule, CHC grants to Customer a limited, revocable, non-exclusive, non-transferable, non-sublicensable, license to perform, display, and use the Software for Customer’s internal business purposes.
 - 4.3. **Copies.** Customer may copy the Software only as reasonably necessary to exercise its license rights under this MRA, including a reasonable number of copies for testing,

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backup, and archival purposes. Customer will duplicate all applicable trademark, copyright, or other proprietary notices on each copy of the Software.

- 4.4. **Software License Restrictions.** The Software licenses granted under this Solution Schedule are expressly subject to the following restrictions:
- (a) the Software will be installed only on equipment located at a Facility;
 - (b) the Software will be accessed or used only by Customer and its Permitted Users;
 - (c) use of the Software may be limited by Facility or other usage-based variables specified in the Statement of Work;
 - (d) the Software will not be used to provide services to Third Parties unless expressly permitted in a Statement of Work;
 - (e) Customer will not reverse engineer, disassemble, decompile, decode or adapt the Software, or otherwise attempt to derive or gain access to the source code of the Software or permit any Third Party to do so; and
 - (f) Customer will not modify or alter the Software, including any trademarks, copyright notices, or other proprietary notices, except as expressly permitted in this MRA or the Statement of Work.
- 4.5. **Revocation.** CHC may revoke any license to Software granted under this section if Customer violates the scope of the license or any of the restrictions in this section. CHC may revoke any license to Software regulated as a medical device if (a) Customer is using a version of the Software other than one of the two most recent versions, or (b) the Software reaches the end of its useful life as stated in the Documentation.
- 4.6. **Survival.** Subsections 1.4 and 1.5 will survive termination of the MRA and this Statement of Work.
5. **Alternate Location.** If Customer is unable to use the Software at a Facility due to equipment malfunction or a Force Majeure Event, then the Software may be used on a temporary basis at an alternate location in the U.S., provided Customer promptly notifies CHC of the alternate location.
6. **Maintenance and Support.** CHC will provide Software Maintenance and Support to Customer for the two most current releases of the Software in accordance with the applicable Documentation for the term identified in the applicable Statement of Work. Software Maintenance and Support services are included in the license fees for any Software identified on a Statement of Work as “term” Software.
7. **Software Warranties.**
- 7.1. CHC warrants that:

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- (a) the Software will perform in material accordance with the functional specifications in the applicable Documentation;
- (b) the Software has been tested using industry standard practices, which found no viruses or malicious code at the time of delivery to Customer; and
- (c) the Software will operate together with the Third-Party Solutions specified in the Statement of Work, including any integration features described in the applicable Documentation.

7.2. These warranties will not apply if:

- (a) Customer installs the Software in an internet facing manner outside of Customer's firewall,
- (b) Customer operates the Software on equipment other than equipment that CHC specifies in the Documentation,
- (c) Customer uses any interface or integration to the Software that is not developed by or otherwise approved in writing by CHC;
- (d) anyone other than CHC or its authorized Third Parties modify the Software,
- (e) Customer uses a version of the Software other than one of the two most current releases, or
- (f) Customer has discontinued Software Maintenance and Support or has any Overdue Amounts outstanding.

8. **Implementation Services.**

- 8.1. **Scope of Implementation Services.** Implementation Services purchased by Customer will be identified in the applicable Statement of Work. CHC will provide the Implementation Services in accordance with the implementation guidelines identified in the applicable Documentation.
- 8.2. **Non-CHC Interfaces.** Unless stated in an applicable Statement of Work, CHC's fees for its Implementation Services do not cover the provision, development, adaptation, or alteration of any non-CHC interfaces or non-CHC integrations.
- 8.3. **Customer Obligations.** As a condition to CHC's obligation to perform the Implementation Services, Customer will:
 - (a) perform all Customer responsibilities identified in the applicable implementation guidelines identified in applicable Documentation; and
 - (b) make available sufficient resources to enable CHC to complete its obligations as stated in the agreed upon implementation plan.

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- 8.4. **Rescheduling.** If any Customer-initiated rescheduling occurs less than 60 days before the scheduled commencement of Implementation Services, then CHC may invoice Customer an amount equal to the expenses incurred by CHC in connection with the Customer initiated rescheduling, including, travel cancellation fees, equipment storage fees, equipment restocking fees by Third Parties, and reasonable and unavoidable costs related to the rescheduling of implementation resources.
- 8.5. **Expiration.** Implementation Services must be used within 18 months after the Statement of Work Effective Date. Any Implementation Services not used within 18 months of the effective date of the Statement of Work, excluding any delays caused directly by CHC, will be forfeited with no refunds or credits and fully earned by CHC, and CHC will be relieved of the obligation to provide the Implementation Services.
- 8.6. **Product Configuration.** Products are configured, and Implementation Services are provided, based on the information provided by Customer. If the information provided by Customer is incorrect or incomplete, then Customer may need to purchase additional Products and Implementation Services for the Products to fully function.
9. **Software Testing.** Customer may test the Software during the Software Test Period to ensure that it performs in material accordance with the functional specifications in the Documentation. If Customer provides notice to CHC during the Software Test Period of a reproduceable material nonconformity with the functional specifications in the Documentation, then the Software Test Period will be extended until CHC corrects the nonconformity. If CHC is unable to correct the nonconformity within 180 days of Customer's notice, then either party may terminate the license for the impacted Software.
10. **No Obligation to Install.** CHC is not obligated to configure, install, or implement the Software at a Facility if Customer does not purchase the Services necessary to implement the Software for that Facility.
11. **Transition Assistance.** Unless Customer is in material breach of this MRA, Customer may request transition assistance from CHC by providing notice at least 90 days before the termination or expiration of the Statement of Work. Upon Customer's timely request, CHC will cooperate with Customer in an orderly transition for a period of up to 180 days following termination or expiration of the Statement of Work. During a transition assistance period, Customer may continue using the applicable Software subject to the terms of the Statement of Work (including all associated fees). Any additional Products or Services provided by CHC during the transition assistance period will be invoiced at CHC's standard rates.
12. The Contractor has all requisite power and authority to execute, deliver and perform its obligations under this Contract and the execution, delivery and performance of this Contract by the Contractor has been duly authorized by the Contractor.

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13. To the best of Contractor's knowledge, following due inquiry, there is no outstanding litigation, arbitrated matter or other dispute to which the Contractor is a party which, if decided unfavorably to the Contractor, would reasonably be expected to have a material adverse effect on the Contractor's ability to fulfill its obligations under this Contract.
14. The Contractor will comply with all laws applicable to its performance of the services and otherwise to the Contractor in connection with its obligations under this Contract.
15. The Contractor (a) owns, or has the right to use under valid and enforceable agreements, all intellectual property rights reasonably necessary for and related to delivery of the services and provision of the Deliverables as set forth in this Contract; (b) shall be responsible for and have full authority to license all proprietary and/or third party software modules, including algorithms and protocols, that Contractor incorporates into its product; and (c) none of the Deliverables or other materials or technology provided by the Contractor to the State will infringe upon or misappropriate the intellectual property rights of any third party.
16. The Contractor has adequate resources to fulfill its obligations under this Contract.
17. Neither Contractor nor Contractor's subcontractors has past state or federal violations, convictions or suspensions relating to miscoding of employees in NCCI job codes for purposes of differentiating between independent contractors and employees.
18. Contractor will provide to the State commercially reasonable continuous and uninterrupted access to the Service and will not interfere with the State's access to and use of the Service during the term of this Contract.
19. Any time software is delivered to the State, whether delivered via electronic media or the internet, no portion of such software or the media upon which it is stored or delivered will have any type of software routine or other element which is designed to facilitate unauthorized access to or intrusion upon; or unrequested disabling or erasure of; or unauthorized interference with the operation of any hardware, software, data or peripheral equipment of or utilized by the State. Without limiting the generality of the foregoing, if the State believes that harmful code may be present in any software delivered hereunder, Contractor will, upon State's request, provide a new or clean install of the software. Notwithstanding the foregoing, Contractor assumes no responsibility for the State's negligence or failure to protect data from viruses, or any unintended modification, destruction or disclosure.
20. **Limitation on Disclaimer.** The express warranties set forth in this Contract shall be in lieu of all other warranties, express or implied.
21. **Effect of Breach of Warranty.** If, at any time during the term of this Contract, software or the results of Contractor's work fail to perform according to any warranty of Contractor under this Contract, the State shall promptly notify Contractor in writing of such alleged nonconformance, and Contractor shall, at its own expense and without limiting any other rights or remedies of the State hereunder, re-perform or replace any services that the State has determined to be unsatisfactory in its reasonable discretion. Alternatively, with State consent, the Contractor may refund of all amounts paid by State for the nonconforming deliverable or service
22. **Definitions.**

"Installation Date" means the date the Software is available for Customer use.

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“Software” means computer programs and applications in object code form provided by CHC to Customer, including any updates provided by CHC as part of Software Maintenance and Support.

“Software Maintenance and Support” means support services for the Software consisting of telephone support, problem resolution, and updates delivered by CHC. Software Maintenance and Support does not include: (a) development of custom code or customizations for any Software, (b) support of Software modifications generated by anyone other than CHC, (c) services to implement a new release of the Software (d) services to correct improper installation or integration of the Software not performed by CHC-authorized personnel, (e) system administrator functions, (f) support required due to a Force Majeure Event, (g) support for issues caused by Customer’s failure to comply with the Documentation; or (h) enhancements or new releases of the Software or Services that are separately priced and marketed by CHC.

“Software Test Period” means the period beginning on the Software delivery date and ending 30 days after the Installation Date.

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Exhibit B
Solution Rider

2. Subscription Services Schedule

1. **Use of Subscription Services.** Customer and its Permitted Users may use the Subscription Services identified on a Statement of Work for Customer's internal business purposes during the term specified in that Statement of Work.
2. **Restrictions.** Customer's use of the Subscription Services is expressly subject to the following restrictions:
 - (a) use of the Subscription Services may be limited by Facilities or other usage-based variables specified in a Statement of Work;
 - (b) Customer will not attempt to interfere with or disrupt the Subscription Services;
 - (c) Customer will not attempt to gain access to any systems or networks that connect to the Subscription Services except as authorized by CHC for the express purpose of using the Subscription Services as permitted under this MRA;
 - (d) Customer will not attempt to scan, probe, penetrate, hack, defeat, or compromise any security measures of the Subscription Services, or any systems or networks operated by CHC; and
 - (e) the Subscription Services will not be accessed or used to provide services to Third Parties unless expressly permitted in a Statement of Work.
3. **Subscription Support.** CHC will provide Subscription Support in accordance with the applicable Documentation.
4. **Subscription Services Warranty.** CHC warrants that the Subscription Services will perform in material accordance with the functional specifications in the applicable Documentation.
5. **Implementation Services.** Implementation Services purchased by Customer will be identified on the applicable Statement of Work. CHC will provide the Implementation Services in accordance with the implementation guidelines identified in the applicable Documentation.
6. **Subscription Testing.** Customer may test the Subscription Services during the Subscription Test Period to ensure that it performs in material accordance with the functional specifications in the Documentation. If Customer provides notice to CHC of a reproducible material nonconformity with the functional specifications in the Documentation during the Subscription Test Period, then the Subscription Test Period will be extended until CHC corrects the nonconformity. If CHC is unable to correct the nonconformity within 180 days of Customer's notice, then either party may terminate the impacted Subscription Services.

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7. **Login Credentials.** Customer solely is responsible for issuing login credentials to its Permitted Users. In addition:
- (a) Customer will:
 - (i) limit access to the Subscription Services to Permitted Users;
 - (ii) require that each Permitted User use only the unique login credentials assigned to the Permitted User; and
 - (iii) maintain a current directory of its Permitted Users and share the directory with CHC upon CHC's request.
 - (b) Customer will require each Permitted User to:
 - (i) protect the confidentiality of all login credentials; and
 - (ii) notify Customer immediately of any known or suspected breach of the confidentiality of any login credentials.
8. **Notice of Unauthorized Access.** Customer will notify CHC immediately of any known or suspected unauthorized access to, or use of, the Subscription Services or breach of the confidentiality of login credentials.
9. **Modification of Subscription Services.** CHC may, in its reasonable discretion, modify the Subscription Services, provided that the modification does not substantially reduce the functionality set forth in the Documentation.
10. **Suspension of Subscription Service.** CHC may suspend access to a Subscription Service if the performance, integrity, or security of the Subscription Service is adversely impacted or at risk of being compromised.
11. **Definitions.**

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

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

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

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

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Exhibit B
Solution Rider

3. Processing Services Schedule

1. **Use of Processing Services.** Customer and its Permitted Users may use the Processing Services identified on a Statement of Work for Customer's internal business purposes during the term specified in that Statement of Work.
2. **Restrictions.** Customer's use of the Processing Services is expressly subject to the following restrictions:
 - (a) use of the Processing Services may be limited by Facilities or other usage-based variables specified in a Statement of Work;
 - (b) Customer will not attempt to interfere with or disrupt the Processing Services;
 - (c) Customer will not attempt to gain access to any systems or networks that connect to the Processing Services except for the express purpose of using the Processing Services as permitted under this MRA;
 - (d) Customer will not attempt to scan, probe, penetrate, hack, defeat, or compromise any security measures of the Processing Services, or any systems or networks operated by CHC;
 - (e) the Processing Services will not be accessed or used to provide services to Third Parties unless expressly permitted in a Statement of Work;
 - (f) CHC will only process Transactions in accordance with the applicable Documentation; and
 - (g) Customer will only request information from CHC that Customer is legally entitled to review and modify in connection with the Processing Services.
3. **Processing Support.** CHC will provide Processing Support in accordance with the applicable Documentation.
4. **Processing Services Warranty.** CHC warrants that the Processing Services will perform in material accordance with the functional specifications in the applicable Documentation.
5. **Implementation Services.** Implementation Services purchased by Customer will be identified on the applicable Statement of Work. CHC will provide the Implementation Services in accordance with the implementation guidelines identified in the applicable Documentation.
6. **Processing Testing.** Customer may test the Processing Services during the Processing Test Period to ensure that it performs in material accordance with the functional specifications in the

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Documentation. If Customer provides notice to CHC of a reproducible material nonconformity with the functional specifications in the Documentation during the Processing Test Period, then the Processing Test Period will be extended until CHC corrects the nonconformity. If CHC is unable to correct the nonconformity within 180 days of Customer's notice, then either party may terminate the impacted Processing Services.

7. **Expenses.** Fees for Processing Services do not include, and Customer will reimburse CHC for:
 - (a) any recipient or government-imposed access or connection fees, and
 - (b) fees resulting from changes in regulation or statute.
8. **Login Credentials.** Customer solely is responsible for issuing login credentials to its Permitted Users. In addition:
 - (a) Customer will:
 - (i) limit access to the Processing Services to Permitted Users;
 - (ii) require that each Permitted User use only the unique login credentials assigned to the Permitted User; and
 - (iii) maintain a current directory of its Permitted Users and share the directory with CHC upon CHC's request.
 - (b) Customer will require each Permitted User to:
 - (i) protect the confidentiality of all login credentials; and
 - (ii) notify Customer immediately of any known or suspected breach of the confidentiality of any login credentials.
9. **Notice of Unauthorized Access.** Customer will notify CHC immediately of any known or suspected unauthorized access to, or use of, the Processing Services or breach of the confidentiality of login credentials.
10. **Access to Recipients.** For any Transactions submitted by CHC on Customer's behalf, Customer appoints CHC as its agent for the limited and sole purpose of accessing the systems or websites of each Transaction recipient on Customer's behalf in connection with providing the Processing Services to Customer.
11. **Transaction Accuracy.** CHC is not responsible for determining the accuracy of any Transaction submitted or received on behalf of Customer, or settling any disputes related to a Transaction between Customer and a Transaction submitter or recipient.
12. **Transaction Standards.** Transactions resulting from HIPAA-regulated Processing Services will follow the HIPAA-required formats adopted by the Secretary of Health and Human Services, as

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defined in the Transactions and Codes Sets Final Rule and the associated documentation from X12N.

13. **Resubmission.** CHC may resubmit Transactions whenever necessary or advisable in CHC's discretion. As applicable, Customer will correct and resubmit to CHC, at Customer's expense:
 - (a) Transactions rejected by a Transaction recipient for any reason other than inappropriate format, and
 - (b) Transactions rejected by CHC due to Customer's error or omission.
14. **Modification of Processing Services.** CHC may, in its reasonable discretion, modify the Processing Services, provided that the modification does not substantially reduce the functionality set forth in the Documentation.
15. **Suspension of Processing Services.** CHC may suspend access to a Processing Service if the performance, integrity, or security of the Processing Service is adversely impacted or at risk of being compromised.

16. Definitions.

"Installation Date" means the date the Processing Services are available for Customer use.

"Processing Services" means the Transaction processing services that CHC provides to Customer. Certain Processing Services may also include access to on-demand remote application services (including new releases, updates, revisions, improvements, and modifications of that application) that are hosted, managed, or operated by CHC.

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

"Processing Test Period" means the 30-day period beginning on the Installation Date.

"Transaction" means information, including a distinct claim, remit, information request, or other item, whether or not accepted or adjudicated, which is transmitted or received on behalf of Customer or its agent through CHC.

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Exhibit B
Solution Rider

4. Decision Support Schedule

This Decision Support Schedule is a part of, and incorporated into, the Statement of Work to which it is attached and contains terms and conditions that are applicable to certain InterQual Products as identified in the Statement of Work.

1. **CLINICAL CONTENT**

- 1.1 “Clinical Content” means medical or clinical information such as terminology, vocabularies, decision support rules, alerts, drug interaction knowledge, care pathway knowledge, standard ranges of normal or expected result values, and any other clinical content or rules provided to Customer under a Statement of Work together with any related Documentation and Upgrades. Depending on the intended usage, Clinical Content may be provided in either paper or electronic formats. Clinical Content may be either (i) owned by CHC, or (ii) Third Party Clinical Content.
- 1.2 Applicable Clinical Content License. Clinical Content may only be accessed and used through certain licensed Software or purchased Subscription Services. Customer’s license to the Clinical Content is subject to the same license and use restrictions as the applicable licensed Software or Subscription Services.
- 1.3 Copying of Clinical Content.
 - a. Definitions. In this section:

“Member”, “Insured”, “Participant” and “Beneficiary” are used interchangeably to mean an enrollee, covered person, policy holder, or subscriber of an insurance carrier.

“Provider” means a health care professional or facility and a Provider may be referred to as participating, non-participating, contracted, non- contracted or out-of-network to identify whether the Provider has a contractual relationship with an insurance carrier.
 - b. Permitted Ad-Hoc Disclosures. Customer may disclose the Clinical Content on an ad-hoc basis in the smallest increments or portions feasible under the circumstances or as legally required for disclosure with the CHC Statement of Disclosure, all as set forth below:
 - (i) to a Member included as one of Customer’s Covered Lives under Solution Rider when the Clinical Content have been referenced in the

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process of denying, limiting, or discontinuing authorization of services for the Member;

- (ii) to a Member for the sole purpose of satisfying Customer's contractual obligations to report review results;
 - (iii) to a participating or out-of-network Provider of health care services subject to Customer's medical necessity review and for use in case specific discussions;
 - (iv) to a public agency or independent review organization in connection with conducting an independent external review of or conducting an appeal of Customer's medical necessity determination in a specific case when the Clinical Content have been referenced in the process of making said determination
 - (v) to a public agency to comply with a statutory or regulatory mandate requiring the Clinical Content to be filed with the agency (electronic access to the copy to be furnished to CHC as soon as practicable prior to any disclosure so that CHC may, at its option, object to or dispute the disclosure;
 - (vi) pursuant to a judicial order or subpoena (copy to be furnished to CHC by at least five (5) business days' notice prior to any disclosure so that CHC may, at its option, object to or dispute the disclosure, or, if the scheduled time for the disclosure is less than five (5) business days, than as soon as possible prior to disclosure.
- c. If Customer has reason to request flexibility to disclose Clinical Content beyond the requirements as set forth in the subsections above, Customer and CHC agree to work cooperatively prior to disclosure to ensure appropriate measures are in place for protecting CHC's intellectual property, trade secrets and confidential information.
 - d. Customer's disclosure and CHC's agreement for disclosure of Clinical Content pursuant to this section to comply with regulatory or legal requirements does not constitute a waiver of CHC's rights to protect its intellectual property, trade secrets and confidential information.
 - e. In connection with each disclosure/distribution, all Clinical Content copies will prominently display on the cover page and/or introductory screen CHC's trademark and copyright notices and Proprietary Notice, as provided herein, and

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Customer will maintain and furnish the disclosure/distribution to CHC upon request.

- f. The following is the CHC Statement of Disclosure to be provided with each disclosure/distribution of the Clinical Content.

CHC's Statement of Disclosure:

The Clinical Content you are receiving is confidential and proprietary information and is being provided to you solely as it pertains to the information requested. Under copyright law, the Clinical Content may not be copied, distributed, or otherwise reproduced. In addition, the Clinical Content may contain advanced clinical knowledge which we recommend you discuss with your physician upon disclosure to you.

The Clinical Content reflects clinical interpretations and analyses and cannot alone either (a) resolve medical ambiguities of particular situations; or (b) provide the sole basis for definitive decisions. The Clinical Content is intended solely for use as screening guidelines with respect to medical appropriateness of healthcare services and not for final clinical or payment determinations concerning the type or level of medical care provided, or proposed to be provided, to a patient; all ultimate care decisions are strictly and solely the obligation and responsibility of your health care provider.

2. INTERQUAL TRANSPARENCY.

2.1 Posting Content. Customer may use InterQual Transparency to share certain of the utilization management criteria and associated clinical content contained within the InterQual Products and Services Customer licenses from CHC with Customer's Providers or Customer's Members via Customer's Website, provided that:

- a. Customer makes the content accessible only to Providers or Members;
- b. Customer is responsible for any breach of the MRA or this Statement of Work or any other unauthorized dissemination of any portion of the content accessed by any Providers or Members via Customer's Website;
- c. the content may only be used to review Customer's utilization management criteria for Customer's Members or for members of Customer's health plans that are treated by Providers; and
- d. Customer ensures that Providers agree to the Provider Pass-Through Terms and Conditions (as defined below).

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- 2.2 Posting CPT Codes. If any content provided to Customer by CHC contains American Medical Association (“AMA”) Current Procedural Terminology (“CPT”) codes, CHC grants Customer the right to the display the CPT codes included within the content on Customer’s Website to Providers or Members, on the express conditions included in the foregoing section as well as the condition that Customer maintains an appropriate license from the AMA to use and display the AMA CPT codes in such manner. Customer agrees to indemnify CHC for any costs and damages, including any distribution fees or royalties owed to the AMA, resulting from Customer’s failure to comply with the terms of this section.
- 2.3 Pass-Through Terms for Providers. Customer will ensure that each time a Provider enters the section of Customer’s Website containing utilization management criteria and associated Clinical Content, Provider must affirmatively agree to abide by the following terms and conditions, or terms and conditions that are no less restrictive than the following (the “Provider Pass-Through Terms and Conditions”):

Customer¹ is providing access to utilization management criteria and associated clinical content (“Criteria/Content”) to Provider² subject to the terms and conditions contained in this agreement, which may be updated from time to time.

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

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

Provider will protect the confidentiality of the information contained in and provided by the Criteria/Content and to which it has access to under this agreement, by using at least the degree of care and security it uses to protect its own confidential information. Provider acknowledges and agrees that any unauthorized disclosure or distribution of the confidential information may result in irreparable injury to Customer or Customer’s licensor(s), entitling the injured entity to obtain immediate injunctive relief in addition to any other legal remedies available.

Provider will not modify, translate, decompile, disclose, create nor attempt to create any

¹ References to “Customer” in the Provider Pass Through Terms and Conditions should be replaced by Customer’s name or other appropriate term as determined by Customer.

² References to “Provider” in the Provider Pass Through Terms and Conditions should be replaced by the Provider’s name or other appropriate term as determined by Customer.

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derivative work of the Criteria/Content.

Provider acknowledges that the Criteria/Content is in no way intended to prescribe, designate or limit medical care to be provided or procedures to be performed. Provider accepts responsibility for and acknowledges that it will exercise its own independent judgment in its use of the Criteria/Content and will be solely responsible for such use. Provider will indemnify and hold Customer, and its affiliates, officers, agents, licensors or other partners, and employees, harmless from any claim, demand or damages, including reasonable attorneys' fees, arising out of Provider's use of the Criteria/Content or from its violation of the intellectual property rights or confidentiality obligations contained in this agreement.

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

THE CRITERIA/CONTENT IS PROVIDED TO PROVIDER "AS IS," "WITH ALL FAULTS," AND "AS AVAILABLE." In addition, Customer's licensors will not for any reason be deemed a party to this agreement, and Provider will look solely to Customer for the performance of any obligations due to Provider hereunder.

Provider acknowledges that the Criteria/Content may incorporate the Current Procedural Terminology ("CPT") codes developed and copyrighted by the American Medical Association ("AMA"). CPT codes and terminology are provided pursuant to licenses granted by the AMA, and Provider's access to updated versions of such terminology depends on Customer's or its licensors' continuing contractual relations with the AMA. AMA reserves the right to modify the CPT at any time. Provider acknowledges that the Criteria/Content, and CPT terminology, including all applicable rights to patents, copyrights, trademarks, and trade secrets inherent therein and appurtenant thereto, are the sole and exclusive properties of third parties, including Customer's licensors and/or the AMA, who have licensed such rights to Customer. Provider agrees that no rights in the Criteria/Content and CPT terminology are hereby conveyed to Provider except to the extent that Provider has the right to access the Criteria/Content.

CPT copyright 2020³ American Medical Association. All rights reserved. Fee schedules,

³ References to the CPT copyright year should be updated as appropriate, and as designated in the Documentation for the applicable Clinical Content.

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

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

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

3. INTERQUAL INTERRATER RELIABILITY

- 3.1 License. InterQual Interrater Reliability (“IRR”) is a training and validation tool for Customer’s Permitted Users. CHC grants the Customer the right to make IRR available for use by its Permitted Users. This license does not apply to or include any Customer third-party “Delegated Reviewers” or any Providers who are not Customer’s Permitted Users. Customer may not use IRR to prepare tests of content other than the Clinical Content, Customer Authored Works (if licensing InterQual Customize), or any Clinical Content that Customer customizes using InterQual Customize.

- 3.1.1 Unless otherwise prohibited, Customers are authorized to customize the user-facing IRR assessments. Customers are prohibited from modifying the following IRR modules, if licensed by Customer:

- (a) InterQual® Interrater Reliability Standard Tests - The ASAM Criteria® Navigator

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- 3.2 Permitted Access. Customer represents and warrants that only Customer and its Permitted Users will be permitted access and use IRR for the uses described herein. Each Permitted User must register and receive a login ID and password before accessing IRR. After the initial registration, Customer shall ensure that all additional Permitted Users are authorized and receive login IDs and passwords. Customer shall take all measures necessary to ensure compliance by all Permitted Users with all terms and conditions of this Statement of Work. CHC may terminate any Permitted User's IRR access for violation of these terms and CHC will have all other remedies allowed under the Statement of Work. CHC may rely upon the certification, statement, or electronic representation thereof, in providing IRR to Customer and its Permitted Users. Customer shall (i) be responsible for determining and identifying the Permitted Users who will be granted access to IRR; (ii) provide to CHC a list of those authorized Permitted Users who are identified as administrator(s) for Customer's use of IRR and update this list as needed. Should there be a change to a specific Permitted User (termination of employment, change of job status, etc.), Customer shall notify CHC of such change within 30 days from the date of occurrence in order for CHC to terminate such Permitted User's access. Additionally, Customer shall not provide access to any Permitted User until such time as notification has been provided to CHC.

4. PERMITTED PRODUCT INTEGRATIONS

- 4.1 Only interfaces or integrations, including Customer-developed integrations or third-party integrations, that have been approved by CHC in writing may be used in conjunction with Products. Customer is solely responsible for securing the installation, support, and maintenance of any interface and/or integration. ALL SUCH INTERFACE OR INTEGRATION SOFTWARE AND SERVICES ARE NOT PROVIDED BY CHC AND ARE EXPRESSLY EXCLUDED FROM WARRANTIES PROVIDED BY CHC UNDER THE MRA OR THIS STATEMENT OF WORK.
- 4.2 To the extent Customer is permitted to develop an interface or integration for use in conjunction with Products, Customer will develop such integration in accordance with specification guidelines or other Documentation as provided by CHC, and such interface or integration will be subject to CHC's then-current integration validation process.

- 5. INTERQUAL LEARNING BASICS and INTERQUAL MOBILE** are a Subscription Service as set forth in the Agreement.

6. DEFINITIONS

- 6.1 "Customer's Website" means Customer's secured website to which access is limited to Providers who present a unique identifier and a password that corroborates the binding between the Provider and the unique identifier.

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- 6.2 “Delegated Reviewer” means an independent entity or independent contractor, not working at the Customer’s direction, with whom a Customer contracts to perform medical reviews on its behalf.
- 6.3 “Member”, “Insured”, “Participant” and “Beneficiary” are used interchangeably to mean an enrollee, covered person, policy holder, or subscriber of an insurance carrier.
- 6.4 “Patient ” means an individual, or Member, for whom Customer is providing healthcare services, treatment, payment or other such care.
- 6.5 “Permitted User” means any individual authorized by Customer to use the Products and Services, whether at a Facility or from a remote location, for the benefit of or to provide care to the Customer’s Patients, Covered Lives, or Members, which individual is a (a) Customer employee (including independent contractors who are working at the direction of the Customer), (b) medical professional authorized to perform services at a Facility, or (c) consultant or independent contractor who has a need to use the Products or Services based upon a contractual relationship with Customer and is not a CHC competitor (for clarity, such consultants or independent contractors do not include Delegated Reviewers). A consultant or independent contractor may be a “Permitted User” only if (i) Customer remains responsible for use of the Products and Services by the individual, and (ii) the individual is subject to confidentiality and use restrictions at least as strict as those contained in the Statement of Work.
- 6.6 “Provider” means a health care professional (including any authorized employees of such healthcare professionals who are acting on behalf of the healthcare professional) or healthcare entity or facility, providing patient care services to Members of Customer’s health plans.

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EXHIBIT B

**5. IMPLEMENTATION, EDUCATION AND
CONSULTING SERVICES TERMS SCHEDULE**

InterQual® Services

1.0 STATEMENT OF PROJECT SCOPE

Services will be delivered in accordance with the Change Healthcare Guide to Standard Implementation and Education Services (“Services Guide”) which may be amended at Change Healthcare’s discretion and is incorporated herein by reference. To obtain the most current version of the Services Guide, contact your Change Healthcare Sales Executive, Account Manager or download from Customer Connection. At no time will there be a material change that will reduce or adversely affect the services to be delivered.

2.0 ASSUMPTIONS

- 2.1 Customer will incur additional fees and training material costs for each additional participant beyond the agreed upon maximum number of participants identified herein and/or each additional instructor-led session requested beyond the Change Healthcare recommended number of session(s). Customer will be billed separately for additional participants and/or sessions not covered.
- 2.2 Change Healthcare will contact Customer to schedule education although it is ultimately Customer’s responsibility for contacting Change Healthcare to ensure that annual education sessions(s) are scheduled.
- 2.3 Customer acknowledges that Services will be provided only for licensed Facilities.
- 2.4 Training Services will not be carried over from prior years.
- 2.5 Training includes all applicable self-paced training.
- 2.6 Applicable self-paced education should be completed prior to virtual session(s).

3.0 DEFINITIONS

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

“New User” refers to staff that are new to the use of InterQual criteria.

“VILT” means virtual instructor-led training. This method of delivering traditional classroom courses using the Internet and teleconferencing technologies whereby the instructor and students are at independent locations.

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ATTACHMENT B – PAYMENT PROVISIONS

The maximum dollar amount payable under this contract is not intended as any form of a guaranteed amount. The Contractor will be paid for products or services actually delivered or performed, as specified in Attachment A, up to the maximum allowable amount specified on page 1 of this contract.

1. Prior to commencement of work and release of any payments, Contractor shall submit to the State:
 - a. a certificate of insurance consistent with the requirements set forth in Attachment C, Section 8 (Insurance), and with any additional requirements for insurance as may be set forth elsewhere in this contract; and
 - b. a current IRS Form W-9 (signed within the last six months).
2. Payment terms are **Net 30** days from the date the State receives an error-free invoice with all necessary and complete supporting documentation.
3. Contractor shall submit detailed invoices itemizing all work performed during the invoice period, including the dates of service, rates of pay, hours of work performed, and any other information and/or documentation appropriate and sufficient to substantiate the amount invoiced for payment by the State. All invoices must include the Contract # for this contract.
4. Contractor shall submit invoices to the State in accordance with the schedule set forth in this Attachment B. Unless a more particular schedule is provided herein, invoices shall be submitted not more frequently than monthly.
5. Invoices shall be submitted to the State at the following address:
AHS.DVHAInvoices@vermont.gov
6. The payment schedule for delivered products, or rates for services performed, and any additional reimbursements, are as follows detailed in Exhibits 1 and 2 to this Attachment B:

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ATTACHMENT B

EXHIBIT 1

Solutions and Pricing

Department of Vermont Health Access

Opportunity Number: OPTY-771783

Quote Number: Q00235650

Master Agreement: 202410071972

1. Product Fee Summary and Schedule

FEES SUMMARY

| Product Category | Fees |
|------------------|--------------|
| Products | \$710,414.00 |
| GRAND TOTALS: | \$710,414.00 |

*Plus applicable taxes and any Fees listed on attached Services Exhibit.

The pricing in this Exhibit expires unless Change Healthcare receives this agreement signed by Customer on or before **04-07-2024**.

TERM ROLL UP PRODUCTS

| Term Start Date | Term End Date | Term | Net \$ Products |
|-----------------|---------------|--------|-----------------|
| 12-10-2023 | 12-09-2024 | Term 1 | \$174,979.00 |
| 12-10-2024 | 12-09-2025 | Term 2 | \$174,979.00 |
| 12-10-2025 | 12-09-2026 | Term 3 | \$180,228.00 |
| 12-10-2026 | 12-09-2027 | Term 4 | \$180,228.00 |

PAYMENT SCHEDULE

Payment Schedule for Products Licenses Fees: Notwithstanding anything to the contrary in the Agreement, the annual payments for the Software, Clinical Content, and ASP Services, and the number of Covered Lives/Beds/Reviews/Claims/Transactions set forth herein are not subject to decrease.

| | |
|---|---|
| Products: | Annual Fees: 100% of the fees for Term 1 are due on the Effective Date, and if applicable, pro-rated to the end of the current billing period. Subsequent annual Fees are due on each Term Start Date. |
| Implementation, Education and Consulting Services | Fees are due in accordance with the payment terms in Section 2.0 below. |

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**2.0 SERVICE PRICING FOR DEPARTMENT OF VERMONT HEALTH ACCESS
(MHS19212-M)**

Table 1: InterQual Education Services

| InterQual Services | Participants | Annual Fee (Term 1-4) |
|---|-----------------------|------------------------------|
| <u>ILS LOC: InterQual® (Acute)</u> <ul style="list-style-type: none"> LOC: InterQual Acute Criteria <ul style="list-style-type: none"> ➤ VILT/Web (Material 75005568) | Up to 6 participants | \$1,200.00 |
| <u>ILS LOC: InterQual® (ORC)</u> <ul style="list-style-type: none"> LOC: Post Acute Outpatient Criteria <ul style="list-style-type: none"> ➤ VILT/Web (Material 75005574) | Up to 9 participants | \$1,800.00 |
| <u>ILS BH: InterQual® (Behavioral Health)</u> <ul style="list-style-type: none"> BH: InterQual Behavioral Health Criteria (all Behavioral Health Modules) <ul style="list-style-type: none"> ➤ VILT/Web (Material 75005562) | Up to 11 participants | \$4,400.00 |
| <u>ILS CP: InterQual® (Procedures & DME)</u> <ul style="list-style-type: none"> CP: InterQual Care Planning Criteria <ul style="list-style-type: none"> ➤ VILT/Web (Material 75005565) | Up to 9 participants | \$1,800.00 |
| Fixed Fee Total: | | \$9,200.00 |

Payment Terms - Services Fees

\$9,200.00 *due upon completion of training modules.
\$9,200.00 *due upon completion of training modules..
\$9,200.00 *due upon completion of training modules..
\$9,200.00 *due upon completion of training modules..

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ATTACHMENT B

EXHIBIT 2

USAGE BASED PRICE INCREASE TERMS

1. USAGE METRIC

- 1.1 “Covered Lives” means the primary members, subscribers or eligible dependents covered under a health plan or member who is included under a delegated risk arrangement under an agreement with Customer.

2. PRICE BASED ON USAGE METRICS

- 2.1 The usage-based pricing in this Statement of Work will not decrease.
- 2.2 Customer will annually notify CHC of any increase in its Covered Lives from the limitations in this Statement of Work, and will pay for the increase as follows:
- α. If the increase is due to Customer’s acquisition of another entity or if Customer is acquired by another entity, the parties will mutually agree upon the increase in fees prior to Customer’s use of Products for the additional Covered Lives.

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EXHIBIT 3

FACILITIES, PRODUCTS AND ADMINISTRATION

FACILITIES

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

IRR Administrator: Kristin Allard RN

Tel: +1 (802) 585-4448

E-Mail: kristin.allard@vermont.gov

Software Admin Contact: Kristin Allard RN

Tel: +1 (802) 585-4448

E-Mail: kristin.allard@vermont.gov

| Product Code(s) | Product Name | Solution Type | Size/Type | Start Date | End Date |
|------------------------|--|-----------------------|----------------------|-------------------|-----------------|
| 72026290 | # InterQual(R) Acute Adult Criteria | Clinical Content | 190000 Covered Lives | 12-10-2023 | 12-09-2027 |
| 72026291 | # InterQual(R) Acute Pediatric Criteria | Clinical Content | 190000 Covered Lives | 12-10-2023 | 12-09-2027 |
| 72031163 | # InterQual(R) Adult and Geriatric Psychiatry Criteria | Clinical Content | 190000 Covered Lives | 12-10-2023 | 12-09-2027 |
| 72031161 | # InterQual(R) Behavioral Health Services Criteria | Clinical Content | 190000 Covered Lives | 12-10-2023 | 12-09-2027 |
| 72031162 | # InterQual(R) Child and Adolescent Psychiatry | Clinical Content | 190000 Covered Lives | 12-10-2023 | 12-09-2027 |
| 72026302 | # InterQual(R) Durable Medical Equipment Criteria | Clinical Content | 190000 Covered Lives | 12-10-2023 | 12-09-2027 |
| 72019280 | # InterQual(R) Historical Criteria | Clinical Content | 190000 Covered Lives | 12-10-2023 | 12-09-2027 |
| 72026303 | # InterQual(R) Outpatient Rehabilitation and Chiropractic Criteria | Clinical Content | 190000 Covered Lives | 12-10-2023 | 12-09-2027 |
| 72026295 | # InterQual(R) Procedures Criteria | Clinical Content | 190000 Covered Lives | 12-10-2023 | 12-09-2027 |
| 72031164 | # InterQual(R) Substance Use Disorders Criteria | Clinical Content | 190000 Covered Lives | 12-10-2023 | 12-09-2027 |
| 72035426 | # InterQual(R) View (Included) | Software-Term | 190000 Covered Lives | 12-10-2023 | 12-09-2027 |
| 72020947 | # InterQual(R) View (SQL) | Software-Term | 190000 Covered Lives | 12-10-2023 | 12-09-2027 |
| 72034984 | # InterQual Learning Basics | Subscription Services | 190000 Covered Lives | 12-10-2023 | 12-09-2027 |
| 72026317 | # InterQual(R) Interrater Reliability Standard Tests | Subscription Services | 190000 Covered Lives | 12-10-2023 | 12-09-2027 |
| 72034985 | # InterQual(R) Mobile | Subscription Services | 190000 Covered Lives | 12-10-2023 | 12-09-2027 |
| 72023270 | # InterQual(R) Review Manager - Hosted | Subscription Services | 190000 Covered Lives | 12-10-2023 | 12-09-2027 |
| 72032110 | # InterQual(R) Transparency | Subscription Services | 190000 Covered Lives | 12-10-2023 | 12-09-2027 |
| 72035433 | # AMA CPT Codes IQ | Third Party Solution | 190000 Covered Lives | 12-10-2023 | 12-09-2027 |
| 72035437 | # Oracle JDBC8 Driver - IQ | Third Party Solution | 190000 Covered Lives | 12-10-2023 | 12-09-2027 |
| 72035439 | # SAP Business Objects Crystal Reports-2008 Runtime | Third Party Solution | 190000 Covered Lives | 12-10-2023 | 12-09-2027 |

Indicates a product being added to the license as set forth above.

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ADMINISTRATION

| | |
|---|-------------------------------------|
| Sold To: | Bill To: |
| Department of Vermont Health Access | Department of Vermont Health Access |
| 280 State Drive- NOB 1 South | 280 State Drive- NOB 1 South |
| Waterbury, VT, 05671-1010, USA | Waterbury, VT, 05671-1010, USA |
| | Attention: Tim Harvey |
| | Telephone: +1 (802) 241-0369 |
| | E-mail: tim.harvey@vermont.gov |
| | |
| | |
| Ship To: | |
| See Facilities information | |
| | |
| Software Download Admin Contact: | |
| See Facilities information | |
| IRR Administrator: | |
| See Facilities information | |

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**ATTACHMENT C: STANDARD STATE PROVISIONS
FOR CONTRACTS AND GRANTS
REVISED DECEMBER 15, 2017**

- 1. Definitions:** For purposes of this Attachment, “Party” shall mean the Contractor, Grantee or Subrecipient, with whom the State of Vermont is executing this Agreement and consistent with the form of the Agreement. “Agreement” shall mean the specific contract or grant to which this form is attached.
- 2. Entire Agreement:** This Agreement, whether in the form of a contract, State-funded grant, or Federally-funded grant, represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect.
- 3. Governing Law, Jurisdiction and Venue; No Waiver of Jury Trial:** This Agreement will be governed by the laws of the State of Vermont. Any action or proceeding brought by either the State or the Party in connection with this Agreement shall be brought and enforced in the Superior Court of the State of Vermont, Civil Division, Washington Unit. The Party irrevocably submits to the jurisdiction of this court for any action or proceeding regarding this Agreement. The Party agrees that it must first exhaust any applicable administrative remedies with respect to any cause of action that it may have against the State with regard to its performance under this Agreement. Party agrees that the State shall not be required to submit to binding arbitration or waive its right to a jury trial.
- 4. Sovereign Immunity:** The State reserves all immunities, defenses, rights or actions arising out of the State’s sovereign status or under the Eleventh Amendment to the United States Constitution. No waiver of the State’s immunities, defenses, rights or actions shall be implied or otherwise deemed to exist by reason of the State’s entry into this Agreement.
- 5. No Employee Benefits For Party:** The Party understands that the State will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation or sick leave, workers compensation or other benefits or services available to State employees, nor will the State withhold any state or Federal taxes except as required under applicable tax laws, which shall be determined in advance of execution of the Agreement. The Party understands that all tax returns required by the Internal Revenue Code and the State of Vermont, including but not limited to income, withholding, sales and use, and rooms and meals, must be filed by the Party, and information as to Agreement income will be provided by the State of Vermont to the Internal Revenue Service and the Vermont Department of Taxes.
- 6. Independence:** The Party will act in an independent capacity and not as officers or employees of the State.
- 7. Defense and Indemnity:** The Party shall defend the State and its officers and employees against all third party claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party in connection with the performance of this Agreement. The State shall notify the Party in the event of any such claim or suit, and the Party shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit. The State retains the right to participate at its own expense in the defense of any claim. The State shall have the right to approve all proposed settlements of such claims or suits.
- After a final judgment or settlement, the Party may request recoupment of specific defense costs and may file suit in Washington Superior Court requesting recoupment. The Party shall be entitled to recoup costs

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only upon a showing that such costs were entirely unrelated to the defense of any claim arising from an act or omission of the Party in connection with the performance of this Agreement.

The Party shall indemnify the State and its officers and employees if the State, its officers or employees become legally obligated to pay any damages or losses arising from any act or omission of the Party or an agent of the Party in connection with the performance of this Agreement.

Notwithstanding any contrary language anywhere, in no event shall the terms of this Agreement or any document furnished by the Party in connection with its performance under this Agreement obligate the State to (1) defend or indemnify the Party or any third party, or (2) otherwise be liable for the expenses or reimbursement, including attorneys' fees, collection costs or other costs of the Party or any third party.

8. Insurance: Before commencing work on this Agreement the Party must provide certificates of insurance to show that the following minimum coverages are in effect. It is the responsibility of the Party to maintain current certificates of insurance on file with the State through the term of this Agreement. No warranty is made that the coverages and limits listed herein are adequate to cover and protect the interests of the Party for the Party's operations. These are solely minimums that have been established to protect the interests of the State.

Workers Compensation: With respect to all operations performed, the Party shall carry workers' compensation insurance in accordance with the laws of the State of Vermont. Vermont will accept an out-of-state employer's workers' compensation coverage while operating in Vermont provided that the insurance carrier is licensed to write insurance in Vermont and an amendatory endorsement is added to the policy adding Vermont for coverage purposes. Otherwise, the party shall secure a Vermont workers' compensation policy, if necessary to comply with Vermont law.

General Liability and Property Damage: With respect to all operations performed under this Agreement, the Party shall carry general liability insurance having all major divisions of coverage including, but not limited to:

Premises - Operations

Products and Completed Operations

Personal Injury Liability

Contractual Liability

The policy shall be on an occurrence form and limits shall not be less than:

\$1,000,000 Each Occurrence

\$2,000,000 General Aggregate

\$1,000,000 Products/Completed Operations Aggregate

\$1,000,000 Personal & Advertising Injury

Automotive Liability: The Party shall carry automotive liability insurance covering all motor vehicles, including hired and non-owned coverage, used in connection with the Agreement. Limits of coverage shall not be less than \$500,000 combined single limit. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, limits of coverage shall not be less than \$1,000,000 combined single limit.

Additional Insured. The General Liability and Property Damage coverages required for performance of this Agreement shall include the State of Vermont and its agencies, departments, officers and employees as Additional Insureds. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, then the required Automotive Liability coverage shall include the State of Vermont and

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its agencies, departments, officers and employees as Additional Insureds. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Notice of Cancellation or Change. There shall be no cancellation, change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without thirty (30) days written prior written notice to the State.

9. Reliance by the State on Representations: All payments by the State under this Agreement will be made in reliance upon the accuracy of all representations made by the Party in accordance with this Agreement, including but not limited to bills, invoices, progress reports and other proofs of work.

10. False Claims Act: The Party acknowledges that it is subject to the Vermont False Claims Act as set forth in 32 V.S.A. § 630 *et seq.* If the Party violates the Vermont False Claims Act it shall be liable to the State for civil penalties, treble damages and the costs of the investigation and prosecution of such violation, including attorney's fees, except as the same may be reduced by a court of competent jurisdiction. The Party's liability to the State under the False Claims Act shall not be limited notwithstanding any agreement of the State to otherwise limit Party's liability.

11. Whistleblower Protections: The Party shall not discriminate or retaliate against one of its employees or agents for disclosing information concerning a violation of law, fraud, waste, abuse of authority or acts threatening health or safety, including but not limited to allegations concerning the False Claims Act. Further, the Party shall not require such employees or agents to forego monetary awards as a result of such disclosures, nor should they be required to report misconduct to the Party or its agents prior to reporting to any governmental entity and/or the public.

12. Location of State Data: No State data received, obtained, or generated by the Party in connection with performance under this Agreement shall be processed, transmitted, stored, or transferred by any means outside the continental United States, except with the express written permission of the State.

13. Records Available for Audit: The Party shall maintain all records pertaining to performance under this agreement. "Records" means any written or recorded information, regardless of physical form or characteristics, which is produced or acquired by the Party in the performance of this agreement. Records produced or acquired in a machine readable electronic format shall be maintained in that format. The records described shall be made available at reasonable times during the period of the Agreement and for three years thereafter or for any period required by law for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

14. Fair Employment Practices and Americans with Disabilities Act: Party agrees to comply with the requirement of 21 V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable. Party shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990, as amended, that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the Party under this Agreement.

15. Set Off: The State may set off any sums which the Party owes the State against any sums due the Party under this Agreement; provided, however, that any set off of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided hereinafter.

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16. Taxes Due to the State:

- A. Party understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.
- B. Party certifies under the pains and penalties of perjury that, as of the date this Agreement is signed, the Party 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.
- C. Party understands that final payment under this Agreement may be withheld if the Commissioner of Taxes determines that the Party is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.
- D. Party also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Party has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Party has no further legal recourse to contest the amounts due.

17. Taxation of Purchases: All State purchases must be invoiced tax free. An exemption certificate will be furnished upon request with respect to otherwise taxable items.

18. Child Support: (Only applicable if the Party is a natural person, not a corporation or partnership.) Party states that, as of the date this Agreement is signed, he/she:

- A. is not under any obligation to pay child support; or
- B. is under such an obligation and is in good standing with respect to that obligation; or
- C. has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan.

Party makes this statement with regard to support owed to any and all children residing in Vermont. In addition, if the Party is a resident of Vermont, Party makes this statement with regard to support owed to any and all children residing in any other state or territory of the United States.

19. Sub-Agreements: Party shall not assign, subcontract or subgrant the performance of this Agreement or any portion thereof to any other Party without the prior written approval of the State. Party shall be responsible and liable to the State for all acts or omissions of subcontractors and any other person performing work under this Agreement pursuant to an agreement with Party or any subcontractor.

In the case this Agreement is a contract with a total cost in excess of \$250,000, the Party shall provide to the State a list of all proposed subcontractors and subcontractors' subcontractors, together with the identity of those subcontractors' workers compensation insurance providers, and additional required or requested information, as applicable, in accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54).

Party shall include the following provisions of this Attachment C in all subcontracts for work performed solely for the State of Vermont and subcontracts for work performed in the State of Vermont: Section 10 ("False Claims Act"); Section 11 ("Whistleblower Protections"); Section 12 ("Location of State Data"); Section 14 ("Fair Employment Practices and Americans with Disabilities Act"); Section 16 ("Taxes Due the State"); Section 18 ("Child Support"); Section 20 ("No Gifts or Gratuities"); Section 22 ("Certification

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Regarding Debarment”); Section 30 (“State Facilities”); and Section 32.A (“Certification Regarding Use of State Funds”).

20. No Gifts or Gratuities: Party shall not give title or possession of anything of substantial value (including property, currency, travel and/or education programs) to any officer or employee of the State during the term of this Agreement.

21. Copies: Party shall use reasonable best efforts to ensure that all written reports prepared under this Agreement are printed using both sides of the paper.

22. Certification Regarding Debarment: Party certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, neither Party nor Party’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.

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

23. Conflict of Interest: Party shall fully disclose, in writing, any conflicts of interest or potential conflicts of interest.

24. Confidentiality: Party acknowledges and agrees that this Agreement and any and all information obtained by the State from the Party in connection with this Agreement are subject to the State of Vermont Access to Public Records Act, 1 V.S.A. § 315 et seq.

25. Force Majeure: Neither the State nor the Party shall be liable to the other for any failure or delay of performance of any obligations under this Agreement to the extent such failure or delay shall have been wholly or principally caused by acts or events beyond its reasonable control rendering performance illegal or impossible (excluding strikes or lock-outs) (“Force Majeure”). Where Force Majeure is asserted, the nonperforming party must prove that it made all reasonable efforts to remove, eliminate or minimize such cause of delay or damages, diligently pursued performance of its obligations under this Agreement, substantially fulfilled all non-excused obligations, and timely notified the other party of the likelihood or actual occurrence of an event described in this paragraph.

26. Marketing: Party shall not refer to the State in any publicity materials, information pamphlets, press releases, research reports, advertising, sales promotions, trade shows, or marketing materials or similar communications to third parties except with the prior written consent of the State.

27. Termination:

A.Non-Appropriation: If this Agreement extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this Agreement, the State may cancel at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement is a Grant that is funded in whole or in part by Federal funds, and in the event Federal funds become unavailable or reduced, the State may suspend or cancel this Grant immediately, and the State shall have no obligation to pay Subrecipient from State revenues.

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B.Termination for Cause: Either party may terminate this Agreement if a party materially breaches its obligations under this Agreement, and such breach is not cured within thirty (30) days after delivery of the non-breaching party's notice or such longer time as the non-breaching party may specify in the notice.

C.Termination Assistance: Upon nearing the end of the final term or termination of this Agreement, without respect to cause, the Party shall take all reasonable and prudent measures to facilitate any transition required by the State. All State property, tangible and intangible, shall be returned to the State upon demand at no additional cost to the State in a format acceptable to the State.

28. Continuity of Performance: In the event of a dispute between the Party and the State, each party will continue to perform its obligations under this Agreement during the resolution of the dispute until this Agreement is terminated in accordance with its terms.

29. No Implied Waiver of Remedies: Either party's delay or failure to exercise any right, power or remedy under this Agreement shall not impair any such right, power or remedy, or be construed as a waiver of any such right, power or remedy. All waivers must be in writing.

30. State Facilities: If the State makes space available to the Party in any State facility during the term of this Agreement for purposes of the Party's performance under this Agreement, the Party shall only use the space in accordance with all policies and procedures governing access to and use of State facilities which shall be made available upon request. State facilities will be made available to Party on an "AS IS, WHERE IS" basis, with no warranties whatsoever.

31. Requirements Pertaining Only to Federal Grants and Subrecipient Agreements: If this Agreement is a grant that is funded in whole or in part by Federal funds:

A.Requirement to Have a Single Audit: The Subrecipient will complete the Subrecipient Annual Report annually within 45 days after its fiscal year end, informing the State of Vermont whether or not a Single Audit is required for the prior fiscal year. If a Single Audit is required, the Subrecipient will submit a copy of the audit report to the granting Party within 9 months. If a single audit is not required, only the Subrecipient Annual Report is required.

For fiscal years ending before December 25, 2015, a Single Audit is required if the subrecipient expends \$500,000 or more in Federal assistance during its fiscal year and must be conducted in accordance with OMB Circular A-133. For fiscal years ending on or after December 25, 2015, a Single Audit is required if the subrecipient expends \$750,000 or more in Federal assistance during its fiscal year and must be conducted in accordance with 2 CFR Chapter I, Chapter II, Part 200, Subpart F. The Subrecipient Annual Report is required to be submitted within 45 days, whether or not a Single Audit is required.

B.Internal Controls: In accordance with 2 CFR Part II, §200.303, the Party must establish and maintain effective internal control over the Federal award to provide reasonable assurance that the Party is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the award. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States and the "Internal Control Integrated Framework", issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

C.Mandatory Disclosures: In accordance with 2 CFR Part II, §200.113, Party must disclose, in a timely manner, in writing to the State, all violations of Federal criminal law involving fraud, bribery,

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or gratuity violations potentially affecting the Federal award. Failure to make required disclosures may result in the imposition of sanctions which may include disallowance of costs incurred, withholding of payments, termination of the Agreement, suspension/debarment, etc.

32. Requirements Pertaining Only to State-Funded Grants:

A.Certification Regarding Use of State Funds: If Party is an employer and this Agreement is a State-funded grant in excess of \$1,001, Party certifies that none of these State funds will be used to interfere with or restrain the exercise of Party's employee's rights with respect to unionization.

B.Good Standing Certification (Act 154 of 2016): If this Agreement is a State-funded grant, Party hereby represents: (i) that it has signed and provided to the State the form prescribed by the Secretary of Administration for purposes of certifying that it is in good standing (as provided in Section 13(a)(2) of Act 154) with the Agency of Natural Resources and the Agency of Agriculture, Food and Markets, or otherwise explaining the circumstances surrounding the inability to so certify, and (ii) that it will comply with the requirements stated therein.

(End of Standard Provisions)

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ATTACHMENT D

INFORMATION TECHNOLOGY SYSTEM IMPLEMENTATION

TERMS AND CONDITIONS (rev. 03/10/2023)

1. MODIFICATIONS TO CONTRACTOR DOCUMENTS

The parties specifically agree that the Contractor Documents are hereby modified and superseded by Attachment C and this Attachment D.

For purposes of this Attachment D, "Contractor Documents" shall mean one or more document, agreement or other instrument required by Contractor in connection with the performance of the products and services set forth in Attachment A Statement of Work and any other paper or "shrinkwrap," "clickwrap," "browsewrap" or other electronic version thereof.

2. NO SUBSEQUENT, UNILATERAL MODIFICATION OF TERMS BY CONTRACTOR

Notwithstanding any other provision or other unilateral license terms which may be issued by Contractor during the Term of this Contract, and irrespective of whether any such provisions have been proposed prior to or after the issuance of an order for the products and services being purchased by the State, as applicable, the components of which are licensed under the Contractor Documents, or the fact that such other agreement may be affixed to or accompany the products and services being purchased by the State, as applicable, upon delivery, the terms and conditions set forth herein shall supersede and govern licensing and delivery of all products and services hereunder.

3. TERM OF CONTRACTOR'S DOCUMENTS; PAYMENT TERMS

Contractor acknowledges and agrees that, to the extent a Contractor Document provides for alternate term or termination provisions, including automatic renewals, such sections shall be waived and shall have no force and effect. All Contractor Documents shall run concurrently with the term of this Contract; provided, however, to the extent the State has purchased a perpetual license to use the Contractor's software, hardware or other services, such license shall remain in place unless expressly terminated in accordance with the terms of this Contract. Contractor acknowledges and agrees that, to the extent a Contractor Document provides for payment terms which differ from the payment terms set forth in Attachment B, such sections shall be waived and shall have no force and effect and the terms in Attachment B shall govern.

4. OWNERSHIP AND LICENSE IN DELIVERABLES**4.1 Contractor Intellectual Property.**

As between the parties, and subject to the terms and conditions of this Contract, Contractor and its third-party suppliers will retain ownership of all intellectual property rights in the InterQual System (hereon described as the System), and any and all derivative works made to the System or any part thereof, as well as all Work Product provided to the State ("**Contractor Proprietary Technology**"). The State acquires no rights to Contractor Proprietary Technology except for the licensed interests granted under this Contract. The term "**Work Product**" means all other materials, reports, manuals, visual aids, documentation, ideas, concepts, techniques, inventions, processes, or works of authorship developed, provided or created by Contractor or its employees or contractors during the course of performing work for the State (excluding any State Data or derivative works thereof and excluding any output from the System generated by the State's use of the System, including without limitation, reports, graphs, charts

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and modified State Data, but expressly including any form templates of such reports, graphs or charts by themselves that do not include the State Data).

Title, ownership rights, and all Intellectual Property Rights in and to the System will remain the sole property of Contractor or its suppliers. The State acknowledges that the source code is not covered by any license hereunder and will not be provided by Contractor. Except as set forth in this Contract, no right or implied license or right of any kind is granted to the State regarding the System or any part thereof. Nothing in this Contract confers upon either party any right to use the other party's trade names and trademarks, except for permitted license use in accordance with this Contract. All use of such marks by either party will inure to the benefit of the owner of such marks, use of which will be subject to specifications controlled by the owner.

4.2 State Intellectual Property; User Name

The State shall retain all right, title and interest in and to (i) all content and all property, data and information furnished by or on behalf of the State or any agency, commission or board thereof, and to all information that is created under this Contract, including, but not limited to, all data that is generated under this Contract as a result of the use by Contractor, the State or any third party of any technology systems or knowledge bases that are developed for the State and used by Contractor hereunder, and all other rights, tangible or intangible; and (ii) all State trademarks, trade names, logos and other State identifiers, Internet uniform resource locators, State user name or names, Internet addresses and e-mail addresses obtained or developed pursuant to this Contract (collectively, "**State Intellectual Property**").

Contractor may not collect, access or use State Intellectual Property for any purpose other than as specified in this Contract. Upon expiration or termination of this Contract, Contractor shall return or destroy all State Intellectual Property and all copies thereof, and Contractor shall have no further right or license to such State Intellectual Property.

Contractor acquires no rights or licenses, including, without limitation, intellectual property rights or licenses, to use State Intellectual Property for its own purposes. In no event shall the Contractor claim any security interest in State Intellectual Property.

5. CONFIDENTIALITY AND NON-DISCLOSURE; SECURITY BREACH REPORTING

5.1 For purposes of this Contract, confidential information will not include information or material which (a) enters the public domain (other than as a result of a breach of this Contract); (b) was in the receiving party's possession prior to its receipt from the disclosing party; (c) is independently developed by the receiving party without the use of confidential information; (d) is obtained by the receiving party from a third party under no obligation of confidentiality to the disclosing party; or (e) is not exempt from disclosure under applicable State law.

5.2 Confidentiality of Contractor Information. The Contractor acknowledges and agrees that this Contract and any and all Contractor information obtained by the State in connection with this Contract are subject to the State of Vermont Access to Public Records Act, 1 V.S.A. § 315 et seq. The State will not disclose information for which a reasonable claim of exemption can be made pursuant to 1 V.S.A. § 317(c), including, but not limited to, trade secrets, proprietary information or financial information, including any formulae, plan, pattern, process, tool, mechanism, compound, procedure, production data, or compilation of information which is not patented, which is known only to the Contractor, and which gives the Contractor an opportunity to obtain business advantage over competitors who do not know it or use it.

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The State shall immediately notify Contractor of any request made under the Access to Public Records Act, or any request or demand by any court, governmental agency or other person asserting a demand or request for Contractor information. Contractor may, in its discretion, seek an appropriate protective order, or otherwise defend any right it may have to maintain the confidentiality of such information under applicable State law within three business days of the State's receipt of any such request. Contractor agrees that it will not make any claim against the State if the State makes available to the public any information in accordance with the Access to Public Records Act or in response to a binding order from a court or governmental body or agency compelling its production. Contractor shall indemnify the State for any costs or expenses incurred by the State, including, but not limited to, attorneys' fees awarded in accordance with 1 V.S.A. § 320, in connection with any action brought in connection with Contractor's attempts to prevent or unreasonably delay public disclosure of Contractor's information if a final decision of a court of competent jurisdiction determines that the State improperly withheld such information and that the improper withholding was based on Contractor's attempts to prevent public disclosure of Contractor's information.

The State agrees that (a) it will use the Contractor information only as may be necessary in the course of performing duties, receiving services or exercising rights under this Contract; (b) it will provide at a minimum the same care to avoid disclosure or unauthorized use of Contractor information as it provides to protect its own similar confidential and proprietary information; (c) except as required by the Access to Records Act, it will not disclose such information orally or in writing to any third party unless that third party is subject to a written confidentiality agreement that contains restrictions and safeguards at least as restrictive as those contained in this Contract; (d) it will take all industry standard precautions to protect the Contractor's information; and (e) it will not otherwise appropriate such information to its own use or to the use of any other person or entity.

Contractor may affix an appropriate legend to Contractor information that is provided under this Contract to reflect the Contractor's determination that any such information is a trade secret, proprietary information or financial information at time of delivery or disclosure.

5.3 Confidentiality of State Information. In performance of this Contract, and any exhibit or schedule hereunder, the Contractor acknowledges that certain State Data (as defined below), to which the Contractor may have access may contain individual federal tax information, personal protected health information and other individually identifiable information protected by State or federal law or otherwise exempt from disclosure under the State of Vermont Access to Public Records Act, 1 V.S.A. § 315 et seq. ("State Data"). In addition to the provisions of this Section, the Contractor shall comply with the requirements set forth in the State's HIPAA Business Associate Agreement attached to this Contract as Attachment E.

State Data shall not be stored, accessed from, or transferred to any location outside the United States.

Unless otherwise instructed by the State, Contractor agrees to keep confidential all State Data. The Contractor agrees that (a) it will use the State Data only as may be necessary in the course of performing duties or exercising rights under this Contract; (b) it will provide at a minimum the same care to avoid disclosure or unauthorized use of State Data as it provides to protect its own similar confidential and proprietary information; (c) it will not publish, reproduce, or otherwise divulge any State Data in whole or in part, in any manner or form orally or in writing to any third party unless it has received written approval from the State and that third party is subject to a written confidentiality agreement that contains restrictions and safeguards at least as restrictive as those contained in this Contract; (d) it will take all reasonable precautions to protect the State's information; and (e) it will not

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otherwise appropriate such information to its own use or to the use of any other person or entity. Contractor will take reasonable measures as are necessary to restrict access to State Data in the Contractor's possession to only those employees on its staff who must have the information on a "need to know" basis. The Contractor shall not retain any State Data except to the extent required to perform the services under this Contract.

Contractor shall not access State user accounts or State Data, except in the course of data center operations, response to service or technical issues, as required by the express terms of this Contract, or at State's written request.

Contractor may not share State Data with its parent company or other affiliate without State's express written consent except as necessary to perform the services. Parent company or other affiliate(s) will treat State Data with the same level of confidentiality as required by this Contract.

The Contractor shall promptly notify the State of any request or demand by any court, governmental agency or other person asserting a demand or request for State Data to which the Contractor or any third party hosting service of the Contractor may have access, so that the State may seek an appropriate protective order.

6. SECURITY OF STATE INFORMATION

6.1 Security Standards. To the extent the Contractor or its subcontractors, affiliates or agents handles, collects, stores, disseminates or otherwise deals with State Data, the Contractor represents and warrants that it has implemented and it shall maintain during the term of this Contract the highest industry standard administrative, technical, and physical safeguards and controls consistent with NIST *Special Publication 800-53* (version 4 or higher) and *Federal Information Processing Standards Publication 200* and designed to (i) ensure the security and confidentiality of State Data; (ii) protect against any anticipated security threats or hazards to the security or integrity of the State Data; and (iii) protect against unauthorized access to or use of State Data. Such measures shall include at a minimum: (1) access controls on information systems, including controls to authenticate and permit access to State Data only to authorized individuals and controls to prevent the Contractor employees from providing State Data to unauthorized individuals who may seek to obtain this information (whether through fraudulent means or otherwise); (2) industry-standard firewall protection; (3) encryption of electronic State Data while in transit from the Contractor networks to external networks; (4) measures to store in a secure fashion all State Data which shall include, but not be limited to, encryption at rest and multiple levels of authentication; (5) segregation of duties, and pre-employment criminal background checks for employees with responsibilities for or access to State Data; (6) measures to ensure that the State Data shall not be altered or corrupted without the prior written consent of the State; (7) measures to protect against destruction, loss or damage of State Data due to potential environmental hazards, such as fire and water damage; (8) staff training to implement the information security measures; and (9) monitoring of the security of the Contractor systems that are used in the provision of the services against intrusion on a twenty-four (24) hour a day basis.

6.2 Security Breach Notice and Reporting. The Contractor shall have policies and procedures in place for the effective management of Security Breaches, as defined below, which shall be made available to the State upon request.

In addition to the requirements set forth in any applicable Business Associate Agreement as may be attached to this Contract, in the event of any actual security breach that compromises State Data (a "Security Breach"), the Contractor shall notify the State within 24 hours of its discovery. Contractor

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shall determine the nature and extent of the Security Breach, contain the incident by stopping the unauthorized practice, recover records, shut down the system that was breached, revoke access and/or correct weaknesses in physical security. Contractor shall report to the State: (i) the nature of the Security Breach; (ii) the State Data used or disclosed; (iii) who made the unauthorized use or received the unauthorized disclosure; (iv) what the Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure; and (v) what corrective action the Contractor has taken or shall take to prevent future similar unauthorized use or disclosure. The Contractor shall provide such other information, including a written report, as reasonably requested by the State. Contractor shall analyze and document the incident and provide all notices required by applicable law.

In accordance with Section 9 V.S.A. §2435(b)(3), the Contractor shall notify the Office of the Attorney General, or, if applicable, Vermont Department of Financial Regulation (“DFR”), within fourteen (14) business days of the Contractor’s discovery of the confirmed Security Breach. The notice shall provide a preliminary description of the breach. The foregoing notice requirement shall be included in the subcontracts of any of Contractor’s subcontractors, affiliates or agents which may be “data collectors” hereunder.

The Contractor agrees to fully cooperate with the State and assume responsibility at its own expense for the following, to be determined in the sole discretion of the State: (i) notice to affected consumers if the State determines it to be appropriate under the circumstances of any particular Security Breach, in a form recommended by the AGO; and (ii) investigation and remediation associated with a Security Breach, including but not limited to, outside investigation, forensics, counsel, crisis management and credit monitoring, in the sole determination of the State.

The Contractor agrees to comply with all applicable laws, as such laws may be amended from time to time (including, but not limited to, Chapter 62 of Title 9 of the Vermont Statutes and all applicable State and federal laws, rules or regulations) that require notification in the event of unauthorized release of personally-identifiable information or other event requiring notification.

In addition to any other indemnification obligations in this Contract, the Contractor shall fully indemnify and save harmless the State from any costs, loss or damage to the State resulting from a Security Breach or the unauthorized disclosure of State Data by the Contractor, its officers, agents, employees, and subcontractors.

6.3 Security Policies. To the extent the Contractor or its subcontractors, affiliates or agents handles, collects, stores, disseminates or otherwise deals with State Data, the Contractor will have an information security policy that protects its systems and processes and media that may contain State Data from internal and external security threats and State Data from unauthorized disclosure, and will have provided a copy of such policy to the State. The Contractor shall provide the State with not less than thirty (30) days advance written notice of any material amendment or modification of such policies.

6.4 Operations Security. To the extent the Contractor or its subcontractors, affiliates or agents handles, collects, stores, disseminates, or otherwise deals with State Data, the Contractor shall cause an SSAE 18 SOC 2 Type 2, or HITRUST CSF Validated Assessment, audit report to be conducted annually. The audit results and the Contractor’s plan for addressing or resolution of the audit results shall be shared with the State upon written request not more than once annually. Upon written request, Contractor shall transmit its annual audited financial statements to the State.

6.5 Redundant Back-Up. The Contractor shall maintain a fully redundant backup data center geographically separated from its main data center that maintains near realtime replication of data from

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the main data center. The Contractor's back-up policies shall be made available to the State upon request. The Contractor shall provide the State with not less than thirty (30) days advance written notice of any material amendment or modification of such policies.

6.6 Vulnerability Testing. The Contractor shall run quarterly vulnerability assessments and provide a summary report upon written request not more than once annually. Contractor shall remediate all critical issues within 90 days, all medium and low issues within 180 days pursuant to Contractor's vulnerability risk management standards. Once remediation is complete, Contractor shall re-perform the test.

7.RESERVED

8.PROFESSIONAL LIABILITY AND CYBER LIABILITY INSURANCE COVERAGE

In addition to the insurance required in Attachment C to this Contract, before commencing work on this Contract and throughout the term of this Contract, Contractor agrees to procure and maintain (a) Technology Professional Liability insurance for any and all services performed under this Contract, with minimum third party coverage of \$2,000,000 per claim, \$4,000,000 aggregate; and (b) first party Breach Notification Coverage of not less than \$2,000,000.

Before commencing work on this Contract the Contractor must provide certificates of insurance to show that the foregoing minimum coverages are in effect.

9. TRADE SECRET, PATENT AND COPYRIGHT INFRINGEMENT

The State shall not be deemed to waive any of its rights or remedies at law or in equity in the event of Contractor's trade secret, patent and/or copyright infringement.

10. REMEDIES FOR DEFAULT; NO WAIVER OF REMEDIES

In the event either party is in default under this Contract, the non-defaulting party may, at its option, pursue any or all of the remedies available to it under this Contract, including termination for cause, and at law or in equity.

No delay or failure to exercise any right, power or remedy accruing to either party upon breach or default by the other under this Contract shall impair any such right, power or remedy, or shall be construed as a waiver of any such right, power or remedy, nor shall any waiver of a single breach or default be deemed a waiver of any subsequent breach or default. All waivers must be in writing.

11. NO ASSUMPTION OF COSTS

Any requirement that the State defend or indemnify Contractor or otherwise be liable for the expenses or reimbursement, including attorneys' fees, collection costs or license verification costs of Contractor, is hereby deleted from the Contractor Documents.

12. TERMINATION

Upon termination of this Contract for any reason whatsoever, Contractor shall immediately deliver to the State all State information, State Intellectual Property or State Data (including without limitation any Deliverables for which State has made payment in whole or in part) ("State Materials"), that are in the possession or under the control of Contractor in whatever stage of development and form of recordation such State property is expressed or embodied at that time.

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In the event the Contractor ceases conducting business in the normal course, becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets or avails itself of or becomes subject to any proceeding under the Federal Bankruptcy Act or any statute of any state relating to insolvency or the protection of rights of creditors, the Contractor shall immediately return all State Materials to State control; including, but not limited to, making all necessary access to applicable remote systems available to the State for purposes of downloading all State Materials.

Contractor shall reasonably cooperate with other parties in connection with all services to be delivered under this Contract, including without limitation any successor provider to whom State Materials are to be transferred in connection with termination. Contractor shall assist the State in exporting and extracting the State Materials, in a format usable without the use of the Services and as agreed to by State, at no additional cost.

Any transition services requested by State involving additional knowledge transfer and support may be subject to a contract amendment for a fixed fee or at rates to be mutually agreed upon by the parties.

If the State determines in its sole discretion that a documented transition plan is necessary, then no later than sixty (60) days prior to termination, Contractor and the State shall mutually prepare a Transition Plan identifying transition services to be provided.

13. ACCESS TO STATE DATA:

The State may import or export, as applicable to the InterQual System, State Materials in part or in whole at its sole discretion at any time (24 hours a day, seven (7) days a week, 365 days a year), during the term of this Contract or for up to three (3) months after the Term (so long as the State Materials remain in the Contractor's possession) without interference from the Contractor in a format usable without the Service and in an agreed-upon file format and medium at no additional cost to the State.

The Contractor shall respond promptly to requests related to information for things such as system logs and latency statistics that affect State materials or processes. .

The Contractor's policies regarding the retrieval of data upon the termination of services have been made available to the State upon execution of this Contract under separate cover. The Contractor shall provide the State with not less than thirty (30) days advance written notice of any material amendment or modification of such policies.

14. AUDIT RIGHTS

Contractor will maintain and cause its permitted contractors to maintain a complete audit trail of all transactions and activities, financial and non-financial, in connection with this Contract. Contractor will provide to the State, its internal or external auditors, clients, inspectors, regulators and other designated representatives, at reasonable times (and in the case of State or federal regulators, at any time required by such regulators) virtual access to Contractor personnel and Contractor facilities for the products in scope of this agreement or where the required information, data and records are maintained, for the purpose of performing audits and inspections of Contractor and/or Contractor personnel and/or any records, data and information applicable to this Contract.

At a minimum, such audits, inspections and access shall be conducted to the extent permitted or required by any laws applicable to the State or Contractor to (i) verify the accuracy of charges and invoices; (ii) verify the integrity of State Data and examine the systems that process, store, maintain, support and transmit that data; (iii) examine and verify Contractor's and/or its permitted contractors' operations and security

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procedures and controls; (iv) examine and verify summaries of Contractor's and/or its permitted contractors' disaster recovery planning and testing, business resumption and continuity planning and testing, contingency arrangements and insurance coverage; and (v) examine Contractor's and/or its permitted contractors' performance of the Services including audits of: (1) practices and procedures; (2) systems, communications and information technology; (3) general controls and physical and data/information security practices and procedures; (4) quality initiatives and quality assurance, (5) summaries of contingency and continuity planning, disaster recovery and back-up procedures for processes, resources and data; (6) Contractor's and/or its permitted contractors' efficiency and costs in performing Services; (7) compliance with the terms of this Contract and applicable laws, and (9) any other matters reasonably requested by the State. Contractor shall provide and cause its permitted contractors to provide full cooperation to such auditors, inspectors, regulators and representatives in connection with audit functions and with regard to examinations by regulatory authorities,

15. DESTRUCTION OF STATE DATA

At any time during the term of this Contract within (i) thirty days of the State's written request or (ii) [three (3) months] of termination or expiration of this Contract for any reason, and in any event after the State has had an opportunity to export and recover the State Materials, Contractor shall at its own expense securely destroy and erase from all systems it directly or indirectly uses or controls all tangible or intangible forms of the State Materials, in whole or in part, and all copies thereof except such records as are required by law. The destruction of State Data and State Intellectual Property shall be performed according to National Institute of Standards and Technology (NIST) approved methods. Contractor shall certify in writing to the State that such State Data has been disposed of securely. To the extent that any applicable law, Contractor archival, audit, and/or regulatory purposes prevents Contractor from destroying or erasing State Materials as set forth herein, Contractor shall retain, in its then current state, all such State Materials then within its right of control or possession in accordance with the confidentiality, security and other requirements of this Contract, and perform its obligations under this section as soon as such law no longer prevents it from doing so.

Further, upon the relocation of State Data, Contractor shall securely dispose of such copies from the former data location and certify in writing to the State that such State Data has been disposed of securely. Contractor shall comply with all reasonable directions provided by the State with respect to the disposal of State Data.

16. CONTRACTOR BANKRUPTCY.

Contractor acknowledges that if Contractor, as a debtor in possession, or a trustee in bankruptcy in a case under Section 365(n) of Title 11, United States Code (the "Bankruptcy Code"), rejects this Contract, the State may elect to retain its rights under this Contract as provided in Section 365(n) of the Bankruptcy Code. Upon written request of the State to Contractor or the Bankruptcy Trustee, Contractor or such Bankruptcy Trustee shall not interfere with the rights of the State as provided in this Contract, including the right to obtain the State Intellectual Property.

17. SOFTWARE LICENSEE COMPLIANCE REPORT.

In lieu of any requirement that may be in a Contractor Document that the State provide the Contractor with access to its System for the purpose of determining State compliance with the terms of the Contractor Document, upon request and not more frequently than annually, the State will provide Contractor with a certified report concerning the State's use of any software licensed for State use pursuant this Contract. The

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parties agree that any non-compliance indicated by the report shall not constitute infringement of the licensor's intellectual property rights, and that settlement payment mutually agreeable to the parties shall be the exclusive remedy for any such non-compliance.

- 18. SOV 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 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>

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BUSINESS ASSOCIATE AGREEMENT

SOV CONTRACTOR BUSINESS ASSOCIATE: CHANGE HEALTHCARE TECHNOLOGIES, LLC

SOV CONTRACT NO. 47219 CONTRACT EFFECTIVE DATE: 12/10/2023

THIS BUSINESS ASSOCIATE AGREEMENT (“AGREEMENT”) IS ENTERED INTO BY AND BETWEEN THE STATE OF VERMONT AGENCY OF HUMAN SERVICES, OPERATING BY AND THROUGH ITS DEPARTMENT OF VERMONT HEALTH ACCESS (“COVERED ENTITY”) AND PARTY IDENTIFIED IN THIS AGREEMENT AS CONTRACTOR OR GRANTEE ABOVE (“BUSINESS ASSOCIATE”). THIS AGREEMENT SUPPLEMENTS AND IS MADE A PART OF THE CONTRACT OR GRANT (“CONTRACT OR GRANT”) TO WHICH IT IS ATTACHED.

Covered Entity and Business Associate enter into this Agreement to comply with the standards promulgated under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), including the Standards for the Privacy of Individually Identifiable Health Information, at 45 CFR Parts 160 and 164 (“Privacy Rule”), and the Security Standards, at 45 CFR Parts 160 and 164 (“Security Rule”), as amended by Subtitle D of the Health Information Technology for Economic and Clinical Health Act (HITECH), and any associated federal rules and regulations.

The parties agree as follows:

1. **Definitions.** All capitalized terms used but not otherwise defined in this Agreement have the meanings set forth in 45 CFR Parts 160 and 164 as amended by HITECH and associated federal rules and regulations. Terms defined in this Agreement are italicized. Unless otherwise specified, when used in this Agreement, defined terms used in the singular shall be understood if appropriate in their context to include the plural when applicable.

“*Agent*” means those person(s) an *Individual* acting within the scope of the agency of the *Business Associate*, in accordance with the Federal common law of agency, as referenced in 45 CFR § 160.402(c) and includes Workforce members and *Subcontractors*.

“*Breach*” means the acquisition, Access, Use or Disclosure of *Protected Health Information (PHI)* which compromises the Security or privacy of the *PHI*, except as excluded in the definition of *Breach* in 45 CFR § 164.402.

“*Business Associate*” shall have the meaning given for “Business Associate” in 45 CFR § 160.103 and means Contractor or Grantee and includes its Workforce, *Agents* and *Subcontractors*.

“*Electronic PHP*” shall mean *PHI* created, received, maintained or transmitted electronically in accordance with 45 CFR § 160.103.

“*Individual*” includes a Person who qualifies as a personal representative in accordance with 45 CFR §

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164.502(g).

“*Protected Health Information*” (“*PHI*”) shall have the meaning given in 45 CFR § 160.103, limited to the *PHI*

created or received by *Business Associate* from or on behalf of Covered Entity.

“*Required by Law*” means a mandate contained in law that compels an entity to make a use or disclosure of *PHI*

and that is enforceable in a court of law and shall have the meaning given in 45 CFR § 164.103.

“*Report*” means submissions required by this Agreement as provided in Section 2.3.

“*Security Incident*” means the attempted or successful unauthorized Access, Use, Disclosure, modification, or destruction of information or interference with system operations in an Information System relating to *PHI* in accordance with 45 CFR § 164.304.

“*Services*” includes all work performed by the *Business Associate* for or on behalf of Covered Entity that requires the Use and/or Disclosure of *PHI* to perform a *Business Associate* function described in 45 CFR § 160.103 under the definition of *Business Associate*.

“*Subcontractor*” means a Person to whom *Business Associate* delegates a function, activity, or service, other than in the capacity of a member of the workforce of such *Business Associate*.

“*Successful Security Incident*” shall mean a *Security Incident* that results in the unauthorized Access, Use, Disclosure, modification, or destruction of information or interference with system operations in an Information System.

“*Unsuccessful Security Incident*” shall mean a *Security Incident* such as routine occurrences that do not result in unauthorized Access, Use, Disclosure, modification, or destruction of information or interference with system operations in an Information System, such as: (i) unsuccessful attempts to penetrate computer networks or services maintained by *Business Associate*; and (ii) immaterial incidents such as pings and other broadcast attacks on *Business Associate's* firewall, port scans, unsuccessful log-on attempts, denials of service and any combination of the above with respect to *Business Associate's* Information System.

“*Targeted Unsuccessful Security Incident*” means an *Unsuccessful Security Incident* that appears to be an attempt to obtain unauthorized Access, Use, Disclosure, modification or destruction of the Covered Entity's *Electronic PHI*.

2. Contact Information for Privacy and Security Officers and Reports.

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2.1 *Business Associate* shall provide, within ten (10) days of the execution of this Agreement, written notice to the Contract or Grant manager the names and contact information of both the HIPAA Privacy Officer and HIPAA Security Officer of the *Business Associate*. This information must be updated by *Business Associate* any time these contacts change.

2.2 Covered Entity's HIPAA Privacy Officer and HIPAA Security Officer contact information is posted at: <https://humanservices.vermont.gov/rules-policies/health-insurance-portability-and-accountability-act-hipaa>

2.3 *Business Associate* shall submit all *Reports* required by this Agreement to the following email address: AHS.PrivacyAndSecurity@vermont.gov

3. **Permitted and Required Uses/Disclosures of PHI.**

3.1 Subject to the terms in this Agreement, *Business Associate* may Use or Disclose *PHI* to perform *Services*, as specified in the Contract or Grant. Such Uses and Disclosures are limited to the minimum necessary to provide the *Services*. *Business Associate* shall not Use or Disclose *PHI* in any manner that would constitute a violation of the Privacy Rule if Used or Disclosed by Covered Entity in that manner. *Business Associate* may not Use or Disclose *PHI* other than as permitted or required by this Agreement or as *Required by Law* and only in compliance with applicable laws and regulations.

3.2 *Business Associate* may make *PHI* available to its Workforce, *Agent* and *Subcontractor* who need Access to perform *Services* as permitted by this Agreement, provided that *Business Associate* makes them aware of the Use and Disclosure restrictions in this Agreement and binds them to comply with such restrictions.

3.3 *Business Associate* shall be directly liable under HIPAA for impermissible Uses and Disclosures of *PHI*

4. **Business Activities.** *Business Associate* may Use *PHI* if necessary for *Business Associate's* proper management and administration or to carry out its legal responsibilities. *Business Associate* may Disclose *PHI* for *Business Associate's* proper management and administration or to carry out its legal responsibilities if a Disclosure is *Required by Law* or if *Business Associate* obtains reasonable written assurances via a written agreement from the Person to whom the information is to be Disclosed that such *PHI* shall remain confidential and be Used or further Disclosed only as *Required by Law* or for the purpose for which it was Disclosed to the Person, and the Agreement requires the Person to notify *Business Associate*, within five (5) business days, in writing of any *Breach* of Unsecured *PHI* of which it is aware. Such Uses and Disclosures of *PHI* must be of the minimum amount necessary to accomplish such purposes.

5. **Electronic PHI Security Rule Obligations.**

5.1 With respect to *Electronic PHI*, *Business Associate* shall:

a) Implement and use Administrative, Physical, and Technical Safeguards in compliance with 45 CFR sections 164.308, 164.310, and 164.312;

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- b) Identify in writing upon request from Covered Entity all the safeguards that it uses to protect such *Electronic PHI*;
- c) Prior to any Use or Disclosure of *Electronic PHI* by an *Agent* or *Subcontractor*, ensure that any *Agent* or *Subcontractor* to whom it provides *Electronic PHI* agrees in writing to implement and use Administrative, Physical, and Technical Safeguards that reasonably and appropriately protect the Confidentiality, Integrity and Availability of *Electronic PHI*. The written agreement must identify Covered Entity as a direct and intended third party beneficiary with the right to enforce any breach of the agreement concerning the Use or Disclosure of *Electronic PHI*, and be provided to Covered Entity upon request;
- d) Report in writing to Covered Entity any *Successful Security Incident* or *Targeted Unsuccessful Security Incident* as soon as it confirms such incident and in no event later than five (5) business days after such confirmation. Such *Report* shall be timely made notwithstanding the fact that little information may be known at the time of the *Report* and need only include such information then available;
- e) Following such *Report*, provide Covered Entity with the information necessary for Covered Entity to investigate any such incident; and
- f) Continue to provide to Covered Entity information concerning the incident as it becomes available to it.

5.2 Reporting *Unsuccessful Security Incidents*. *Business Associate* shall provide Covered Entity upon written request a *Report* that: (a) identifies the categories of Unsuccessful Security Incidents; (b) indicates whether *Business Associate* believes its current defensive security measures are adequate to address all *Unsuccessful Security Incidents*, given the scope and nature of such attempts; and (c) if the security measures are not adequate, the measures *Business Associate* will implement to address the security inadequacies. The Parties agree that the security measures in Attachment D are adequate.

5.3 *Business Associate* shall comply with any reasonable policies and procedures Covered Entity implements to obtain compliance under the Security Rule.

6. Reporting and Documenting Breaches.

6.1 *Business Associate* shall *Report* to Covered Entity any *Breach* of Unsecured *PHI* as soon as it, or any Person to whom *PHI* is disclosed under this Agreement, becomes aware of any such *Breach*, and in no event later than five (5) business days after such awareness, except when a law enforcement official determines that a notification would impede a criminal investigation or cause damage to national security. Such *Report* shall be timely made notwithstanding the fact that little information may be known at the time of the *Report* and need only include such information then available.

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6.2 Following the *Report* described in 6.1, *Business Associate* shall conduct a risk assessment and provide it to Covered Entity with a summary of the event. *Business Associate* shall provide Covered Entity with the names of any *Individual* whose Unsecured *PHI* has been, or is reasonably believed to have been, the subject of the *Breach* and any other available information that is required to be given to the affected *Individual*, as set forth in 45 CFR § 164.404(c). Upon a reasonable request by Covered Entity, *Business Associate* shall provide information necessary for Covered Entity to investigate the impermissible Use or Disclosure. *Business Associate* shall continue to provide to Covered Entity information concerning the *Breach* as it becomes available.

6.3 When *Business Associate* determines that an impermissible acquisition, Access, Use or Disclosure of *PHI* for which it is responsible is not a *Breach*, and therefore does not necessitate notice to the impacted *Individual*, it shall document its assessment of risk, conducted as set forth in 45 CFR § 402(2). *Business Associate* shall make its risk assessment available to Covered Entity upon request. It shall include 1) the name of the person making the assessment, 2) a brief summary of the facts, and 3) a brief statement of the reasons supporting the determination of low probability that the *PHI* had been compromised.

7. **Mitigation and Corrective Action.** *Business Associate* shall mitigate, to the extent practicable, any harmful effect that is known to it of an impermissible Use or Disclosure of *PHI*, even if the impermissible Use or Disclosure does not constitute a *Breach*. *Business Associate* shall draft and carry out a plan of corrective action to address any incident of impermissible Use or Disclosure of *PHI*. *Business Associate* shall make its mitigation and corrective action plans available to Covered Entity upon request.

8. **Providing Notice of Breaches.**

8.1 If Covered Entity determines that a *Breach* of *PHI* for which *Business Associate* was responsible, and if requested by Covered Entity, *Business Associate* shall provide notice to the *Individual* whose *PHI* has been the subject of the *Breach*. When so requested, *Business Associate* shall consult with Covered Entity about the timeliness, content and method of notice, and shall receive Covered Entity's approval concerning these elements. *Business Associate* shall be responsible for the cost of notice and related remedies.

8.2 The notice to affected *Individuals* shall be provided as soon as reasonably possible and in no case later than sixty (60) calendar days after *Business Associate* reported the *Breach* to Covered Entity.

8.3 The notice to affected *Individuals* shall be written in plain language and shall include, to the extent possible: 1) a brief description of what happened; 2) a description of the types of Unsecured *PHI* that were involved in the *Breach*; 3) any steps *Individuals* can take to protect themselves from potential harm resulting from the *Breach*; 4) a brief description of what the

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Business Associate is doing to investigate the *Breach* to mitigate harm to *Individuals* and to protect against further *Breaches*; and 5) contact procedures for *Individuals* to ask questions or obtain additional information, as set forth in 45 CFR § 164.404(c).

8.4 *Business Associate* shall notify *Individuals* of *Breaches* as specified in 45 CFR § 164.404(d) (methods of *Individual* notice). In addition, when a *Breach* involves more than 500 residents of Vermont, *Business Associate* shall, if requested by Covered Entity, notify prominent media outlets serving Vermont, following the requirements set forth in 45 CFR § 164.406.

9. **Agreements with Subcontractors.** *Business Associate* shall enter into a Business Associate Agreement with any *Subcontractor* to whom it provides *PHI* to require compliance with HIPAA and to ensure *Business Associate* and *Subcontractor* comply with the terms and conditions of this Agreement. *Business Associate* must enter into such written agreement before any Use by or Disclosure of *PHI* to such *Subcontractor*. The written agreement must identify Covered Entity as a direct and intended third party beneficiary with the right to enforce any breach of the agreement concerning the Use or Disclosure of *PHI*. *Business Associate* shall provide a copy of the written agreement it enters into with a *Subcontractor* to Covered Entity upon request. *Business Associate* may not make any Disclosure of *PHI* to any *Subcontractor* without prior written consent of Covered Entity.

10. **Access to PHI.** *Business Associate* shall provide access to *PHI* in a Designated Record Set to Covered Entity or as directed by Covered Entity to an *Individual* to meet the requirements under 45 CFR § 164.524. *Business Associate* shall provide such access in the time and manner reasonably designated by Covered Entity. Within five (5) business days, *Business Associate* shall forward to Covered Entity for handling any request for Access to *PHI* that *Business Associate* directly receives from an *Individual*.

11. **Amendment of PHI.** *Business Associate* shall make any amendments to *PHI* in a Designated Record Set that Covered Entity directs or agrees to pursuant to 45 CFR § 164.526, whether at the request of Covered Entity or an *Individual*. *Business Associate* shall make such amendments in the time and manner reasonably designated by Covered Entity. Within five (5) business days, *Business Associate* shall forward to Covered Entity for handling any request for amendment to *PHI* that *Business Associate* directly receives from an *Individual*.

12. **Accounting of Disclosures.** *Business Associate* shall document Disclosures of *PHI* and all information related to such Disclosures as would be required for Covered Entity to respond to a request by an *Individual* for an accounting of disclosures of *PHI* in accordance with 45 CFR § 164.528. *Business Associate* shall provide such information to Covered Entity or as directed by Covered Entity to an *Individual*, to permit Covered Entity to respond to an accounting request. *Business Associate* shall provide such information in the time and manner reasonably designated by Covered Entity. Within five (5) business days, *Business Associate* shall forward to Covered Entity for handling any accounting request that *Business Associate* directly receives from an *Individual*.

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13. **Books and Records.** Subject to the attorney-client and other applicable legal privileges, *Business Associate* shall make its internal practices, books, and records (including policies and procedures and *PHI*) relating to the Use and Disclosure of *PHI* available to the Secretary of Health and Human Services (HHS) in the time and manner designated by the Secretary. *Business Associate* shall make the same information available to Covered Entity, upon Covered Entity's request, in the time and manner reasonably designated by Covered Entity so that Covered Entity may determine whether *Business Associate* is in compliance with this Agreement.

14. **Termination.**

14.1 This Agreement commences on the Effective Date and shall remain in effect until terminated by Covered Entity or until all the *PHI* is destroyed or returned to Covered Entity subject to Section 18.8.

14.2 If *Business Associate* fails to comply with any material term of this Agreement, Covered Entity may provide an opportunity for *Business Associate* to cure. If *Business Associate* does not cure within the time specified by Covered Entity or if Covered Entity believes that cure is not reasonably possible, Covered Entity may immediately terminate the Contract or Grant without incurring liability or penalty for such termination. If neither termination nor cure are feasible, Covered Entity shall report the breach to the Secretary of HHS. Covered Entity has the right to seek to cure such failure by *Business Associate*. Regardless of whether Covered Entity cures, it retains any right or remedy available at law, in equity, or under the Contract or Grant and *Business Associate* retains its responsibility for such failure.

15. **Return/Destruction of PHI.**

15.1 *Business Associate* in connection with the expiration or termination of the Contract or Grant shall return or destroy, at the discretion of the Covered Entity, *PHI* that *Business Associate* still maintains in any form or medium (including electronic) within thirty (30) days after such expiration or termination. *Business Associate* shall not retain any copies of *PHI*. *Business Associate* shall certify in writing and report to Covered Entity (1) when all *PHI* has been returned or destroyed and (2) that *Business Associate* does not continue to maintain any *PHI*. *Business Associate* is to provide this certification during this thirty (30) day period.

Business Associate shall report to Covered Entity any conditions that *Business Associate* believes make the return or destruction of *PHI* infeasible. *Business Associate* shall extend the protections of this Agreement to such *PHI* and limit further Uses and Disclosures to those purposes that make the return or destruction infeasible for so long as *Business Associate* maintains such *PHI*.

16. **Penalties.** *Business Associate* understands that: (a) there may be civil or criminal penalties for

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misuse or misappropriation of *PHI* and (b) violations of this Agreement may result in notification by Covered Entity to law enforcement officials and regulatory, accreditation, and licensure organizations.

17. **Training.** *Business Associate* understands its obligation to comply with the law and shall provide appropriate training and education to ensure compliance with this Agreement. If requested by Covered Entity, *Business Associate* shall participate in Covered Entity's training regarding the Use, Confidentiality, and Security of *PHI*; however, participation in such training shall not supplant nor relieve *Business Associate* of its obligations under this Agreement to independently assure compliance with the law and this Agreement.

18. **Miscellaneous.**

18.1 In the event of any conflict or inconsistency between the terms of this Agreement and the terms of the Contract or Grant, the terms of this Agreement shall govern with respect to its subject matter. Otherwise, the terms of the Contract or Grant continue in effect.

18.2 Each party shall cooperate with the other party to amend this Agreement from time to time as is necessary for such party to comply with the Privacy Rule, the Security Rule, or any other standards promulgated under HIPAA. This Agreement may not be amended, except by a writing signed by all parties hereto.

18.3 Any ambiguity in this Agreement shall be resolved to permit the parties to comply with the Privacy Rule, Security Rule, or any other standards promulgated under HIPAA.

18.4 In addition to applicable Vermont law, the parties shall rely on applicable federal law (e.g., HIPAA, the Privacy Rule, Security Rule, and HITECH) in construing the meaning and effect of this Agreement.

18.5 *Business Associate* shall not have or claim with any ownership of *PHI*.

18.6 *Business Associate* shall abide by the terms and conditions of this Agreement with respect to all *PHI* even if some of that information relates to specific services for which *Business Associate* may not be a "*Business Associate*" of Covered Entity under the Privacy Rule.

18.7 *Business Associate* is prohibited from directly or indirectly receiving any remuneration in exchange for an *Individual's PHI*. *Business Associate* will refrain from marketing activities

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that would violate HIPAA, including specifically Section 13406 of the HITECH Act. *Reports* or data containing *PHI* may not be sold without Covered Entity's or the affected Individual's written consent.

18.8 The provisions of this Agreement that by their terms encompass continuing rights or responsibilities shall survive the expiration or termination of this Agreement. For example: (a) the provisions of this Agreement shall continue to apply if Covered Entity determines that it would be infeasible for *Business Associate* to return or destroy *PHI* as provided in Section 14.2 and (b) the obligation of *Business Associate* to provide an accounting of disclosures as set forth in Section 12 survives the expiration or termination of this Agreement with respect to accounting requests, if any, made after such expiration or termination.

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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

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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.

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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.

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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

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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

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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 7 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

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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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ATTACHMENT G

STATE OF VERMONT- FEDERAL TERMS SUPPLEMENT (Non-Construction)

(Revision date: *July 19, 2023*)

PROCUREMENT OF RECOVERED MATERIALS

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

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

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

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

CLEAN AIR ACT

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

FEDERAL WATER POLLUTION CONTROL ACT

- 1.The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- 2.The contractor agrees to report each violation to the State of Vermont and understands and agrees that the State of Vermont will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

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3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA. **a.** Standard. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Nonprocurement Debarment and Suspension).

CONTRACTOR BREACH, ERRORS AND OMISSIONS

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

TERMINATION FOR CONVENIENCE

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

2. Contractor Obligations

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

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**CONTRACT #47219
CHC CONTRACT #MRA202410071972
CHC CONTRACT #SORD-OPTY-771783-0415**

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

- a. To the extent specified in the Notice of Termination, stop work under the Contract on the date specified.
- b. Place no further orders or subcontracts for materials, services, and/or facilities except as may be necessary for completion of such portion(s) of the work under the Contract as is (are) not terminated.
- c. Terminate and cancel any orders or subcontracts for related to the services, except as may be necessary for completion of such portion(s) of the work under the Contract as is (are) not terminated.
- d. Transfer to the State all completed or partially completed plans, drawings, information, and other property which, if the Contract had been completed, would be required to be furnished to the State.
- e. Take other action as may be necessary or as directed by the State for the protection and preservation of the property related to the contract which is in the possession of the contractor and in which the State has or may acquire any interest.
- f. Make available to the State all cost and other records relevant to a determination of an equitable settlement.

3.Claim by Contractor

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

4.Negotiation

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