

STATE OF VERMONT  
DEPARTMENT OF VERMONT HEALTH ACCESS  
COTIVITI INC.

CONTRACT #41062  
AMENDMENT 2  
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STATE OF VERMONT  
CONTRACT AMENDMENT

It is hereby agreed by and between the State of Vermont, Department of Vermont Health Access (the "State") and Cotiviti Inc., with a principal place of business in South Jordan, UT (the "Contractor") that the contract between them originally dated as of December 13, 2020, Contract #41062, as amended to date, (the "Contract") is hereby amended as follows:

- I. **Maximum Amount.** The maximum amount payable under the Contract, wherever such reference appears in the Contract, shall be changed from \$1,168,910.82 to \$1,596,905.73 representing an increase of \$427,994.91.
- II. **Contract Term.** The Contract end date, wherever such reference appears in the Contract, shall be changed from December 12, 2023, to December 12, 2024.
- III. **Attachment B, Payment Provisions.** The payment provisions are amended as follows:
  1. The Pricing Table within Section 7 of Attachment B is hereby deleted in its entirety and replaced as follows:

**Pricing Table.**

	Fee Type	Description	Annual Amount (12/13/20-12/12/21)	Annual Amount (12/13/21-12/12/22)	Annual Amount (12/13/22-12/12/23)	Annual Amount (12/13/23-12/12/24)
1	Annual Base Fee	<ul style="list-style-type: none"> <li>o For up to 267,000.00 enrolled members</li> <li>o Four runs per year</li> <li>o Up to ten users</li> <li>o 15 hours of customer service support per month</li> </ul>	\$172,447.00	\$177,620.41	\$182,949.02	\$189,660.32
2	Overage PMPY	Per Member Per Year Fee to overage population beyond 267,000 enrolled members	\$0.61 PMPY (Not to exceed 1,000 additional members**) Maximum amount \$610.00	\$0.63 (Not to exceed 1,000 additional members**) Maximum amount \$630.00	\$.064 (Not to exceed 1,000 additional members**) Maximum amount \$640.00	\$.064 (Not to exceed 1,000 additional members**) Maximum amount \$640.00
3	Quality Intelligence Data Collection		Included at no additional cost	Included at no additional cost	Included at no additional cost	Included at no additional cost

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4	PQI/CMS Measure Set	For up to 267,000 enrolled members	\$24,403.00	\$25,135.09	\$25,889.14	\$25,889.14
5	Vermont Next Generation ACO Measures	For up to 267,000 enrolled members	\$13,390.00	\$13,791.70	\$14,205.45	\$14,205.45
6	*HEDIS Hybrid Measure: Controlling High Blood Pressure (CBP)	Billed monthly in arrears at \$23.00 per Request ID for the medical records retrieved	\$18,400.00	\$18,400.00	\$18,400.00	\$18,400.00
7	*HEDIS Hybrid Measure: Hemoglobin A1c Control for Patients with Diabetes (HPD)	Billed monthly in arrears at \$23.00 per Request ID for the medical records both retrieved and abstracted	\$32,200.00	\$32,200.00	\$32,200.00	\$32,200.00
8	*HEDIS Hybrid Measure: Prenatal & Postpartum Care (PPC)	Billed monthly in arrears at \$23.00 per Request ID for the medical records retrieved and abstracted	\$36,800.00	\$36,800.00	\$36,800.00	\$36,800.00
9	*HEDIS Hybrid Measure: Weight Assessment & Counseling for Nutrition and Physical Activity for Children	Billed monthly in arrears at \$23.00 per Request ID for the medical records retrieved	\$18,400.00	\$18,400.00	\$18,400.00	\$18,400.00
10	HEDIS Hybrid Measure: Diabetes Care for People with Serious Mental Illness: HbA1c poor control (>9%) (HPCMI)	Billed monthly in arrears at \$23.00 per Request ID for the medical records retrieved and abstracted	New measure for Year 3 & Year 4 only		\$36,800.00	\$36,800.00
11	Data Services billed at \$200/hour	As requested by State	\$5,000.00	\$5,000	\$5,000.00	\$5,000.00
12	Change Requests (Ad Hoc)	As Requested by State	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00

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	<b>Total</b>	\$371,650.00	\$377,977.20	\$421,263.62	\$427,994.91
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\*One or more of these Hybrid Measures may be subject to change at the discretion of the State.

\*\*Additional members that would qualify for this maximum would be State of Vermont organic population growth. This does not include acquiring another population or processing a third party's data.

**Payment Assumptions:**

Line 6 – Contractor shall invoice up to 800 records at \$23.00 per record

Line 7 – Contractor shall invoice up to 1,400 records @ \$23.00 per record

Line 8 – Contractor shall invoice up to 1,600 records at \$23.00 per record

Line 9 – Contractor shall invoice up to 800 records @ \$23.00 per record

Line 10 – Contractor shall invoice up to 1,600 records at \$23.00 per record

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

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

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

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

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

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This document consists of 4 pages. Except as modified by this Amendment No. 2, all provisions of the Contract remain in full force and effect.

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

STATE OF VERMONT  
DEPARTMENT OF VERMONT HEALTH ACCESS

CONTRACTOR  
COTIVITI, INC.

DocuSigned by:

*Andrea De La Bruere* 11/3/2023

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ANDREA DE LA BRUERE, COMMISSIONER  
NOB 1 South, 280 State Drive  
Waterbury, VT 05671  
Phone: 802-879-5901  
Email: [Andrea.DeLaBruere@vermont.gov](mailto:Andrea.DeLaBruere@vermont.gov)

DocuSigned by:

*Chad Kinkead* 11/3/2023

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CHAD KINKEAD  
10701 S River Front Pkwy  
South Jordan, UT, 84095  
Chad.Kinkead@cotiviti.com