

NOVATION AND AMENDMENT

This Novation and Amendment ("Amendment 1") is hereby entered into as of **January 1, 2018** (the "Effective Date") by and among the **State of Vermont, Department of Vermont Health Access** (hereinafter called "State"), **Enterprise Services LLC f/k/a HP Enterprise Services, LLC**, a Limited Liability Company, with a principal place of business in 5400 Legacy Drive, Plano, TX 75024 (hereinafter called "Enterprise Services") and **DXC Technology Services, LLC**, a Limited Liability Company with a principal place of business in 1775 Tysons Blvd, Tysons, VA 22102 (hereinafter called "DXC").

Definitions and Interpretation. Unless otherwise stated, words and expressions defined in the Contract shall have the same meaning when used in this Novation. Unless the context otherwise requires, all references to a particular clause, schedule or attachment shall be a reference to that clause, schedule or attachment contained in the Contract.

Whereas DXC intends to assume, and the State intends to consent to such assumption of, all of the rights, benefits, duties, liabilities, and obligations of Enterprise Services under or in connection with the Contract between the State and Enterprise Services dated as of January 1, 2017, Contract #32822, as amended to date (the "Contract").

For good and valuable consideration, the parties hereby agree as follows:

- 1. Novation.** As of the Effective Date, Enterprise Services hereby transfers all of its rights, liabilities, and obligations under or in connection with the Contract to DXC. DXC hereby assumes all of Enterprise Services' rights, liabilities, and obligations under or in connection with the Contract and agrees to perform the Contract, including as amended herein, and be bound by its terms in every way as if the DXC was the original party of the Contract. The State hereby consents to the assumption of Enterprise Services' rights and obligations under the Contract and agrees to perform the Contract, including as amended herein, and be bound by its terms in every way as if the DXC was the original party of the Contract.
- 2. Release of Obligations and Liabilities.**
The State and Enterprise Services release each other from all future obligations to the other under the Contract.

Each of the State and Enterprise Services releases and discharges the other from all claims and demands under or in connection with the Contract, including without limitation claims for negligence, whether arising before or on the Effective Date, and in each case whether known or unknown to the releasing party.

Each of the State and DXC shall have the right to enforce the Contract and pursue any claims and demands under the Contract against the other with respect to matters arising before, on or after the Effective Date as though the DXC were the original party to the Contract instead of Enterprise Services.

All payments and reimbursements previously made by the State to Enterprise Services, and all other previous actions taken by the State under the Contract, shall be considered to have discharged those parts of the State's obligations under the Contract. All payments and reimbursements made by the State in the name of or to DXC shall have the same force and effect as if made to Enterprise Services and shall constitute a complete discharge of the State's obligations under the Contract, to the extent of the amounts paid or reimbursed.

For State recordkeeping purposes, a new contract number #35458 is assigned to the Contract, with an estimated unpaid balance of \$12,815,523.00. The foregoing balance is solely an estimate. It is not a guaranteed amount. It does not alter the Maximum Amount of the Contract or the State's payment obligations under the Contract. All payments will be based upon actual performance.

The State and DXC hereby amend the Contract as follows:

3. All references in the Contract to Enterprise Services are replaced with references to DXC Technology Solutions, LLC.
4. **Maximum Amount.** The maximum amount payable under this contract, wherever such references to the maximum amount appear in said contract shall be changed from \$45,141,350.66 to \$45,325,222.26; an increase in the amount of \$183,871.60.
5. **Attachment A, Section III (Additional One-time, Ongoing, and Future MMIS Modernization Projects) is hereby deleted in its entirety and replaced with the following:**

III. Additional One-time, Ongoing, and Future MMIS Modernization Projects

This section provides a summary of MMIS projects that are planned, in progress, and previously completed. The Change Management process will be followed for State authorization of the Contractor's project work outlined in this section. This work is not included in the base scope detailed within Section I and II of this Attachment A or included in the base price detailed within Attachment B. The State, at its sole discretion and upon availability of funding, may choose to initiate, continue, or stop work under any of these projects independently or otherwise. The parties will agree to the timing and schedule of each of these projects.

The Contractor will produce a monthly bill for the actual hours worked each month. Any work performed in excess of the maximum hours set forth in the tables in subsections A-H below will require approval by the State prior to the Contractor performing the additional hours. The bill will include the hours used for each activity listed. The Contractor will be reimbursed at the CSR hourly rate described in Attachment B, unless the parties have agreed the project will be performed for a fixed price.

The Contractor must employ accessibility standards, processes, and commercially reasonable practices and apply these to all end-user applications. As independent external IT delivery methodologies and standards (such as those listed in Section II.D.a) are modified, commercially reasonable practices shall be enhanced and applied to any projects affected.

A. Provider 6028 Project

The VT Provider 6028 Project concluded in April 2017 and was supported by an Implementation Advance Planning Document (IAPD) with CMS. As of this Amendment 1, there is no further work planned for this project and the Contractor shall make no further claim for payment for this project.

ACA Rule 6028 introduced guidelines to State Medicaid Agencies regarding Provider Credentialing and Certification for Providers who are participating and being reimbursed by the Medicaid program. This project identified and performed several enhancements to the MMIS system and identified process changes to meet these compliance guidelines.

The Provider project scope included detailed process analysis, systems design, construction, testing, and project management of required enhancements in the following areas:

Item #	Item	Billing	Provider 6028 Project Description
1	MMIS LexisNexis File Exchange	\$0.00	MMIS System and Integration Testing Phase of the LexisNexis File Exchange process and LexisNexis Base Package Files. MMIS Construction, System and Integration Testing of the Advanced Package Files. Ref. 42 CFR § 455.412(a)(b), § 455.436, § 455.452
2	Collection of Provider Enrollment Fees	\$0.00	Create a Manual Process for Collecting of Provider Enrollment Fees and MMIS modification to create a new screen to capture if they have paid the fee to Medicare, to another Medicaid program, or to Vermont Medicaid. Create new financial transactions to capture the enrollment fee under the refund functionality in the MMIS. Assumption: Estimate assumes a manual process for updating the new Enrollment Fee information in the MMIS. Ref. 42 CFR § 455.46
3	LexisNexis – MMIS Automated Processes	\$2,360.94	The Provider Updates 2014 Project introduced the LexisNexis Advanced Package of data files to the MMIS. This item is to build upon the data available in these files. The Contractor will work with the State to review data in the post-production data feeds and recommend processes to automate data updates in the MMIS. Possible items that could be built under this item include: Updating Provider License Expiration Dates, Updating Provider DEA, and DEAX Expiration Dates, Adding/Updating/Deleting Provider Service Address Information, Modification to Provider Risk Assessment Level, etc. Ref. 42 CFR § 455.412(a)(b), § 455.436
4	Automated Welcome Letters and Revalidation Acknowledgement Letters	\$434.20	Welcome Letters are manually generated when new Providers are enrolled in the Vermont Medicaid Program. There are four different types of letters generated. A new requirement to the MMIS is to generate an acknowledgement when a provider revalidates their credentials and renews their

Item #	Item	Billing	Provider 6028 Project Description
			enrollment in the Vermont Medicaid Program. This item is to automate the generation of both the Welcome Letters and the Revalidation Acknowledgement Letters.
5	Fingerprint Background Screenings for Providers and Disclosing Entities	\$0.00	This item includes time to incorporate Fingerprinting into the MMIS Provider Credentialing Process. There is not currently enough information at this time to provide a detail analysis of impacts to the MMIS. Estimate includes efforts to create a Screen to capture those providers who have been Fingerprinted, when that occurred, and simple Provider Reports to list the new Fingerprinting data. Assumption: Estimate assumes a manual process for updating the Fingerprinting data in the MMIS. (DAIL's Fingerprinting Efforts is separate from the MMIS Fingerprinting efforts/process.) Estimate does not include any cost associated with Third Party Vendors which may be necessary to perform Fingerprinting and the background checks. Ref. 42 CFR § 455.434 (a) and (b)(1)(2) and § 455.450
Total Project Cost			\$2,795.14

B. Medical Assistance Provider Incentive Repository (MAPIR) Core Development

The VT MAPIR Project is supported by an existing, approved Implementation Advance Planning Document (IAPD).

The State participates in the development of the core MAPIR application in coordination with multiple states. The scope of Core MAPIR is for software enhancements due to CMS requirement changes, and for deployment of the Core MAPIR application updates and patches. Core MAPIR development payments will be invoiced a quarterly basis at amounts indicated within Attachment B. Pricing may be adjusted if the number of members in the MAPIR Collaborative increases or decreases.

C. Vermont Specific MAPIR Integration/Customization

The scope of this effort is specific to the integration of the Core MAPIR enhancements into the Vermont MMIS environment; any associated custom effort required for Vermont specific needs and ongoing technical production activities.

The Installation and Customization of Core MAPIR releases consists of the following activities. The project budget for the duration of the contract, is based on the annual estimates below:

MAPIR Customization Activity	Annual Hour Maximums	Contract Hour Maximum
Environmental Changes (DB2, Websphere/Stored procedures)	120	360

MAPIR Installation	120	360
State Configuration	80	240
Additional Customization	300	900
Project Management	300	900
Testing	120	360
Subtotal	1,040	3,120
Technical Support of VT production environment	500	1,500
Annual Customization Hours	1,540	4,620

D. APM (“All Payer Model”) Project

Vermont is currently adopting Medicaid payment reform, in alignment with the CMS Next Generation ACO (“Accountable Care Organization”) Model for Medicare. MMIS claims processing application supported by the Contractor will be modified and configured to support capitated payments to one or more Vermont ACO’s. The EVAH (“Enhanced Vermont Ad-Hoc”) reporting tools and reports will be updated to provide the reporting required to support the ACO program as well as continued reporting for Fee for Service claims.

The following table provides the high-level descriptions for scope of the Contractor systems work and initial estimates for each area. As of this Amendment 1, there is no further work planned for this project and the Contractor shall make no further claim for payment for this project.

Systems Area	Description of Changes
MMIS Reporting	Update MMIS-generated reporting for state audit reporting, T-MSIS, and others as needed
EVAH (user-generated) Reporting	This scope of work was determined to be not required for scope of the project.
Contractor Project Management	Project management and status reporting.
Provider Outreach and ACO Support	Additional Provider outreach and documentation during transition to ACO payment model; ACO documentation and training
Support for Operational Readiness	Contractor support of operational readiness phase activities with the State
Project Contingency	State management reserve for mitigating risks due to unknown requirements, including changes due to future contract negotiation with ACO.
Billing January through July 2017	\$117,142.46 (971.25 hours)

E. Medicaid Pathways

MMIS enhancement work for Medicaid Pathways project would require future definition and funding through a contract amendment or other work authorization mechanism.

The State of Vermont, Health Care Innovation Project is funding a workgroup to develop options for an organized delivery system for serving individuals with Mental Health, Substance Abuse Treatment, and Developmental Service needs. This project is also referred to as Medicaid Pathway to and Integrated Health Care System.

MMIS system enhancements will be required for the State to implement the resulting approved delivery system design.

Medicaid Pathways Activity	Hour Estimates
Project Management	100
Analysis and Design	500
Subtotal Hours Estimate	600

F. New Medicare Card Project

The State has submitted an IAPD to CMS for support of the Medicare Card project, including work that will need to be done in the MMIS system.

Congress passed the MACRA (“Medicare Access and Children’s Health Insurance Program Reauthorization Act”) of 2015 (PL 114-10) on April 16, 2015. Section 501 of MACRA requires CMS to remove the Social Security Numbers (SSNs) from Medicare cards and replace with a MBI (“Medicare Beneficiary Identifier”).

In order for states to be fully compliant, policies and systems must be examined, and the appropriate changes identified, and modifications tested prior to CMS distributing new Medicare cards (est. April 2018). MMIS will require modification to integrate with other State systems in order to accommodate the load, storage, display, and reporting of a new MBI identifier for members. The project timeline for MMIS project changes will align with the schedule proposed in the IAPD. Construction and functional systems testing of MMIS will occur in September 2017 through March 2018, with integration testing and implementation activities for MMIS changes occurring in January through May of 2018.

Summary

Medicaid Card Project – VT MMIS System Changes	Developer	Analyst
REQUIREMENTS DEFINITION AND ANALYSIS	40	10
CONSTRUCTION AND TESTING BATCH		
Produces the rekr650v report - Medicare Suspect Recipient. Ran Monthly and contains the HICN.	15	5
Processes the daily medi.dat file that contains the HICN.	25	5

Processes the daily eligibility file containing the HICN.	25	5
Creates the PDP 820 Premium file that contains the HICN.	20	5
Creates the PDP Premium Remittance Report that contains the HICN. Mailed to PDPs.	20	5
Creates the Medicaid Remittance Advice. Claims that are denied for Medicare on the RA have the members Medicare ID printed on the RA.	20	5
Creates the GCR recipient extract that contains the HICN.	20	5
Uses the presence of a HICN to set a recipient Medicare indicator to a 1 in the t_recipient_info table in EVAH.	20	5
TMSIS file creation, includes the HICN.	30	5
TMSIS file creation, includes the HICN from crossover claims that have it.	30	5
TMSIS Inpatient file creation, includes the HICN from crossover claims that have it.	30	5
TMSIS Nursing Home file creation, includes the HICN from crossover claims that have it.	30	5
TMSIS Other file creation, includes the HICN from crossover claims that have it.	30	5
TMSIS Pharmacy file creation, includes the HICN from crossover claims that have it.	30	5
Creates the COBA file sent to Medicare monthly that contains the members HICN.	15	5
Creates the COBB file sent to Medicare monthly that contains the members HICN.	15	5
Screens		
Recipient LIS Information - Displays the HIC #	35	5
Recipient Header - Displays and allows query by the HIC #	35	5
Recipient Base - Displays and allows query by the HIC #	35	5
Other Insurance - Displays the HIC #	35	5
Tables		
t_re_medcr_id table	5	2
IMPLEMENTATION SUPPORT	40	
PROJECT MANAGEMENT		40
Subtotal Change Effort Hours	600	152
Total Hours		752

G. TMSIS Reporting Enhancement Project

The State is submitting an updated APD to account for the work across systems, to provide

additional TMSIS data elements. Effort is planned for enhancements to derive and obtain additional data to include in TMSIS reporting, and to install planned quarterly releases of the DXC Common Solution into the VT systems environment. The Common Solution provides common TMSIS database structures and includes programs to generate the CMS monthly submissions. Using this common code reduces the overall cost to CMS and to the State. All work is estimated to be completed within 15 months of project start date, pending CMS authorized start date for IAPD funded work.

Summary

Project Subtotals of Effort	Duration	Hours
GAP Compliance	4 months	645
Addendum B Table 3	10 months	2070
Common Solution Integration	15 months	940
Total Project hours	15 months	3655

GAP Compliance Report Items	Duration	Hours
Requirements Analysis	2 weeks	60
Construction and Testing	3 months	525
Implementation	2 weeks	60
Total GAP Hours	4 months	645

Addendum B Table 3 Items	Duration	Hours
Requirements Analysis	2 weeks	60
Construction and Testing	8 months	1960
Implementation	2 weeks	50
Total Addendum B Hours	10 months	2070

Common Solution Items	Duration	Hours
Requirements Analysis	2 weeks	60
RELEASE V2.0.00	3 months	200
RELEASE V2.0.01	3 months	200
RELEASE V2.0.02	3 months	200
RELEASE V2.0.03	3 months	200
Implementation	2 weeks	80
Total Common Solution Hours	15 months	940

H. Presumptive Eligibility (PE) Project

Vermont hospitals may determine presumptive eligibility as allowed under 42 CFR 435.1110. The State is providing Medicaid coverage for individuals under this provision, consistent with Vermont DCF Health Benefits Eligibility and Enrollment rule 66.04. Enhancements to the MMIS system are needed to align with ACCESS eligibility system enhancements, where

MMIS will receive, for purposes of claims processing, an eligibility record with one of multiple new aid categories to identify members who have received presumptive eligibility. MMIS eligibility inquiry features and financial reporting will also be updated, to provide presumptive eligibility information.

Summary	Developer	Analyst/PM
REQUIREMENTS DEFINITION AND ANALYSIS	40	20
CONSTRUCTION AND TESTING		
UPDATE MMIS COPAY LOGIC TO EXCLUDE PRESUMPTIVE ELIGIBILITY AID CATEGORY	3	3
ADD 2 FINANCIAL REPORTING NEW SUB BUCKETS UNDER GLOBAL COMMITMENTS FOR PE	25	15
ADD NEW AID CATERGORIES FOR PRESUMPTIVE ELIGIBILITY PROGRAM	50	20
MODIFY THE DAILY ELIGIBILITY FEED TO ACCEPT FOUR NEW AID CATEGORY CODES	10	5
MODIFY ELIGIBILITY VERFICATION SYSTEMS TO ACCOMMODATE NEW PRESUMPTIVE ELIGIBILITY PROGRAM	25	10
IMPLEMENTATION SUPPORT	40	
Subtotal Change Effort Hours	193	73
Total Hours		266

I. Medicare Grant Project

MMIS will process the Medicare Blueprint and Community Health Team (CHT) payments on behalf of the State through a Medicare Grant effective 1/1/2017. The funds will come from CMS for Medicare beneficiaries and the State will pay the providers on behalf of Medicare.

The following enhancements to MMIS are being completed via State only funding. A one-time amount of \$13,200 will be invoiced, upon completion and promotion to MMIS production of these changes:

- The MMIS will use Medicare Blueprint rates each month to generate lump sum Medicare Blueprint payments. The Medicare CHT payments will be processed quarterly.
- A special program payment type and financial reason codes will identify the payments.
- The MMIS screen Provider Special Program (PRSP) will be used to enter and maintain the providers who are eligible for the Medicare Blueprint and CHT payments and the Reference Special Program Rates (RFSP) screen will be used to enter and maintain the rates.
- Two new special program payment types (BM – Blueprint Medicare, CM – CHT Medicare) and two financial reason codes will be assigned to the payments. (Financial Reason Code 361- Medicare Blueprint Payment and 362 – Medicare CHT Payment)
- The FBR (Financial Balancing Report) will be updated to report the Medicare Blueprint

and CHT payments in the “Federal” bucket, sub-bucket of None.

J. Technology Updates

Due to the age of current technologies and known business drivers, the following areas of MMIS technology have been identified as needing to be addressed within the first twenty-four months of this Contract term. These projects will require additional definition and funding through a contract amendment, change order, or other work authorization mechanism.

i. Capability to process new and updated electronic transaction formats

The State anticipates submitting an IAPD to CMS for support of this Electronic Data Interchange (EDI) project.

In support of ongoing processing of claims and other ASC (“Accredited Standards Committee”) X12 EDI standard health insurance transactions for calendar year 2017, the Contractor shall prepare for updated ANSI (“American National Standards Institute”) transaction standards and requirements. A technical need exists to migrate off the SAP Sybase (third-party) software platform which is no longer being supported by the vendor SAP. The Contractor shall migrate the Vermont MMIS to interface with a new SOA leveraged EDI service as an initial project phase in advance of a second phase to implement new transaction standards (once finalized);

EDI Services Migration	Hour Estimates
Analysis and Design	400
Construction and Testing	1400-1800
Project Management	300-400
Subtotal Hours Estimate	2100 to 2600 hours

ii. Enhance report generation and analytic capabilities

The Contractor will update the commercial software technology and configuration of the tools used for ad-hoc queries and reporting of MMIS Claims and Provider data, as performed by the State and the Contractor’s employees. Change Request hours from the annual hours budget included in the fixed price amount, may be authorized by the State for performance of this work.

iii. Migrate MMIS report and document archival to the standardized Content Management (CM) platform:

In support of the State’s HSEP (“Health Services Enterprise Platform”), the Contractor shall migrate to a standard Content Management solution for storage of MMIS documents including claims facsimiles and MMIS-generated operational reports. The current IBM OnDemand (third party) software and server platform is at end-of-life for Contractor support.

Content Management	Budgetary Hour Estimates
Analysis and Design, including records management evaluation	400-500
Construction and Testing, integration of MMIS with standard CM services	1000-1200
Migration of claims facsimiles and reports	1400-1800
Project Management	200
Subtotal Hours Estimate	3,000-3700 hours

- iv. The technology supporting provider applications for Medicaid enrollment and revalidation is highly manual and counterproductive to attracting and retaining a solid provider network. The State anticipates pursuing an IAPD for modernization of the enrollment and credentialing process.

The Contractor shall support MMIS integration with a modular, automated credentialing service for Medicaid Providers. The credentialing service will enable online provider enrollment and revalidation, automated credentialing and workflow, and ongoing credentialing checks, and other functionality in compliance with ACA regulations.

6. Exhibit 2 Service Level Requirements, Section D (Financial Service Level Metrics) is hereby deleted in its entirety and replaced with the following:

Requirement #	SLR NAME	SERVICE LEVEL REQUIREMENT	SERVICE LEVEL REQUIREMENT DEFINITION	FREQUENCY
4.1.1	Cash Management	Deposit incoming checks into a specified account within 24 hours of receipt	Report any exceptions on a weekly basis to the State.	Weekly
4.1.2	Cash Management	Disposition all cash receipts within 45 days of deposit into the MMIS account.	Report on the status / age of all cash receipts on a weekly basis to the State.	Weekly
4.1.3	1099 Processing	Timely production and distribution of 1099 forms / files	Provide State with confirmation that the 1099 forms	Annually

			were mailed to the providers and the file submitted to the IRS by January 31 st each year	
4.1.4	Account Receivable Processing	Send initial letter via USPS mail to providers when account receivables age 30 days.	Track and report to State on volume and compliance monthly	Monthly
4.1.5	Account Receivable Processing	Send second letter via USPS mail to providers when account receivables age 60 days.	Track and report to State on volume and compliance monthly.	Monthly
4.1.6	MAPIR Support	Respond to VITL Help Desk tickets within 7 business days	Refers to the VITL tickets that the State EHRIP Team submits to Contractor for response. Contractor reports back to the State EHRIP team as part of weekly meeting	Weekly
4.1.7	MAPIR Support	Provide monthly reports of recouped and returned MAPIR incentive payments.	Track and report to State on monthly basis	Monthly
4.1.8	MAPIR Support	Configure a 'Super Data Extract' report of specified data elements in MAPIR attestations	Report generated by MAPIR every business day	Daily (M-F)
4.1.9	Bank Reconciliation	Perform bank reconciliation	Report any exceptions	Monthly

		within 30 days of month end	monthly to the State.	
4.1.10	Financial Reporting	Produce Financial Cycle Draw Report and Letters within 2 business days after the completion of the financial payment cycle.	Draw Report and Letters to the State weekly	Weekly
4.1.11	Financial Report	Produce Weekly Financial Balance Report (FBR) within 2 business days after the completion of the financial payment cycle.	FBR Report to the State Weekly	Weekly
4.1.12	Financial Tracking Log Maintenance	Apply financial requests within 5 business days of receipt, or within 1 business day of the requested effective date	Report any exceptions	Monthly
4.1.13	Financial Transaction Tracking Log Quality	Maintain 1% or less error rate on all financial requests	Measure, track and report error rate on all financial requests	Monthly

7. Attachment B, Section 1 is hereby deleted in its entirety and replaced with the following:

1. The total maximum amount payable under this contract shall not exceed \$45,325,222.26

8. Attachment B, Section 13 (Total Budget) is hereby deleted in its entirety and replaced with the following:

13. Total Budget

Total Budget 01/01/2017 – 12/31/2019	
MMIS Operations 3-years cost (includes postage)	\$41,685,885.66
Ad Hoc	\$500,000.00
Incentive Payments (\$160,000 max per year)	\$480,000.00
Provider 6028 Project: Completed	\$2,795.14
MAPIR Core Development	\$648,345.00
MAPIR Integration/Customization: 1,540 hours*	\$554,400.00
All Payer Model: Completed, 971.25 hours	\$117,142.46
Medicare Card Project – 752 hours*	\$90,699.00
Technology Updates – EDI 2,600 hours*	\$313,586.00
Technology Updates – CM Platform: 3,700 hours*	\$446,257.00
TMSIS Enhancement – 3,655 hours*	\$440,830.00
Presumptive Eligibility – 500 hours*	\$32,082.00
Medicare Grant Project	\$13,200.00
Total Budget	\$45,325,222.26

*As of November 15, 2017, project hours are based on an estimated average of \$120.61 per hour, to vary depending on the CPI rate as described in Section 9 of this Attachment B.

9. Attachment D (Other Terms and Attachments), Section 15.2 (Operations Security) is hereby deleted in its entirety and replaced with the following:

15.2 Operations Security. The Contractor shall cause an SSAE 18 SOC Type 2 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 within sixty (60) days of the Contractor’s receipt of the audit results. Further, on an annual basis, within 90 days of the end of the Contractor’s fiscal year, the Contractor shall transmit its parent company’s annual audited financial statements to the State.

10. Attachment E (Business Associate Agreement) is hereby deleted in its entirety and replaced with Attachment E of this Amendment.

11. Attachment F (Agency of Human Services Customary Contract and Grant Provisions) is hereby deleted in its entirety and replaced with Attachment F of this Amendment.

12. Taxes Due to the State.

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

13. 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 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-contracting/debarment>.

14. 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.

This amendment consists of 30 pages. Except as modified by this amendment and any previous amendments, all provisions of this contract, (#32822) dated January 1, 2017 shall remain unchanged and in full force and effect.

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

STATE OF VERMONT
DEPARTMENT OF VERMONT HEALTH ACCESS

CONTRACTOR
ENTERPRISE SERVICES, LLC

 e-Signed by Cory Gustafson
on 2018-03-05 20:17:16 GMT March 05, 2018

 e-Signed by Stuart Bailey
on 2018-03-05 20:15:42 GMT March 05, 2018

CORY GUSTAFSON, COMMISSIONER DATE
NOB 1 South, 280 State Drive
Waterbury, VT 05671-1010
Phone: 802-241-0239
Email: Cory.Gustafson@vermont.gov

STUART BAILEY, VICE PRESIDENT DATE
7910 Sawgrass CT
Pleasanton, CA 94588
Phone: 1-925-858-0231
Email: stu.bailey@hpe.com

CONTRACTOR
DXC TECHNOLOGY SOLUTIONS, LLC

 e-Signed by Stuart Bailey
on 2018-03-05 20:15:42 GMT March 05, 2018

STUART BAILEY, VICE PRESIDENT DATE
7910 Sawgrass CT
Pleasanton, CA 94588
Phone: 1-925-858-0231
Email: stu.bailey@hpe.com

Attachment E
Business Associate Agreement

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 Enterprise Services, LLC. (“Business Associate”) as of January 1, 2017 (“Effective Date”). This Agreement supplements and is made a part of the contract/grant to which it is attached.

Covered Entity and Business Associate enter into this Agreement to comply with 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.

“Agent” means those person(s) who are agents(s) of the Business Associate, in accordance with the Federal common law of agency, as referenced in 45 CFR § 160.402(c).

“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 in 45 CFR § 160.103.

“Individual” includes a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).

“Protected Health Information” or PHI shall have the meaning given in 45 CFR § 160.103, limited to the information created or received by Business Associate from or on behalf of Agency.

“Security Incident” means any known successful or unsuccessful attempt by an authorized or unauthorized individual to inappropriately use, disclose, modify, access, or destroy any information or interference with system operations in an information system.

“Services” includes all work performed by the Business Associate for or on behalf of Covered Entity that requires the use and/or disclosure of protected health information to perform a business associate function described in 45 CFR § 160.103 under the definition of Business Associate.

“Subcontractor” means a person or organization to whom a Business Associate delegates a function, activity or service, other than in the capacity of a member of the workforce of the Business Associate. For purposes of this Agreement, the term Subcontractor includes Subgrantees.

2. **Identification and Disclosure of Privacy and Security Offices.** Business Associate and Subcontractors shall provide, within ten (10) days of the execution of this agreement, written notice to the Covered Entity's contract/grant manager the names and contact information of both the HIPAA Privacy Officer and HIPAA Security Officer. This information must be updated any time either of these contacts changes.

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

3.1 Except as limited in this Agreement, Business Associate may use or disclose PHI to perform Services, as specified in the underlying grant or contract with Covered Entity. The uses and disclosures of Business Associate are limited to the minimum necessary, to complete the tasks or to provide the services associated with the terms of the underlying agreement. 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.

3.2 Business Associate may make PHI available to its employees who need access to perform Services provided that Business Associate makes such employees aware of the use and disclosure restrictions in this Agreement and binds them to comply with such restrictions. Business Associate may only disclose PHI for the purposes authorized by this Agreement: (a) to its agents and Subcontractors in accordance with Sections 9 and 18 or, (b) as otherwise permitted by Section 3.

3.3 Business Associate shall be directly liable under HIPAA for impermissible uses and disclosures of the PHI it handles on behalf of Covered Entity, and for impermissible uses and disclosures, by Business Associate's Subcontractor(s), of the PHI that Business Associate handles on behalf of Covered Entity and that it passes on to Subcontractors.

4. **Business Activities.** Business Associate may use PHI received in its capacity as a Business Associate to Covered Entity if necessary for Business Associate's proper management and administration or to carry out its legal responsibilities. Business Associate may disclose PHI received in its capacity as Business Associate to Covered Entity 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 the 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 or entity to notify Business Associate, within two (2) business days (who in turn will notify Covered Entity within two (2) business days after receiving notice of a Breach as specified in Section 6.1), in writing of any Breach of Unsecured PHI of which it is aware. Uses and disclosures of PHI for the purposes identified in Section 3 must be of the minimum amount of PHI necessary to accomplish such purposes.

5. **Safeguards.** Business Associate, its Agent(s) and Subcontractor(s) shall implement and use appropriate safeguards to prevent the use or disclosure of PHI other than as provided for by this Agreement. With respect to any PHI that is maintained in or transmitted by electronic media, Business

Associate or its Subcontractor(s) shall comply with 45 CFR sections 164.308 (administrative safeguards), 164.310 (physical safeguards), 164.312 (technical safeguards) and 164.316 (policies and procedures and documentation requirements). Business Associate or its Agent(s) and Subcontractor(s) shall identify in writing upon request from Covered Entity all of the safeguards that it uses to prevent impermissible uses or disclosures of PHI.

6. **Documenting and Reporting Breaches.**

6.1 Business Associate shall report to Covered Entity any Breach of Unsecured PHI, including Breaches reported to it by a Subcontractor, as soon as it (or any of its employees or agents) becomes aware of any such Breach, and in no case later than two (2) business days after it (or any of its employees or agents) becomes aware of the Breach, except when a law enforcement official determines that a notification would impede a criminal investigation or cause damage to national security.

6.2 Business Associate shall provide Covered Entity with the names of the individuals 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 individuals, as set forth in 45 CFR § 164.404(c), and, if requested by Covered Entity, 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 to it. Business Associate shall require its Subcontractor(s) to agree to these same terms and conditions.

6.3 When Business Associate determines that an impermissible acquisition, use or disclosure of PHI by a member of its workforce is not a Breach, as that term is defined in 45 CFR § 164.402, and therefore does not necessitate notice to the impacted individual(s), it shall document its assessment of risk, conducted as set forth in 45 CFR § 402(2). When requested by Covered Entity, Business Associate shall make its risk assessments available to Covered Entity. It shall also provide Covered Entity with 1) the name of the person(s) 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. When a breach is the responsibility of a member of its Subcontractor's workforce, Business Associate shall either 1) conduct its own risk assessment and draft a summary of the event and assessment or 2) require its Subcontractor to conduct the assessment and draft a summary of the event. In either case, Business Associate shall make these assessments and reports available to Covered Entity.

6.4 Business Associate shall require, by contract, a Subcontractor to report to Business Associate and Covered Entity any Breach of which the Subcontractor becomes aware, no later than two (2) business days after becomes aware of the Breach.

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. If requested by Covered Entity, Business Associate shall make its mitigation and corrective action plans available to Covered Entity. Business Associate shall require a Subcontractor to agree to these same terms and conditions.

8. Providing Notice of Breaches.

8.1 If Covered Entity determines that an impermissible acquisition, access, use or disclosure of PHI for which one of Business Associate's employees or agents was responsible constitutes a Breach as defined in 45 CFR § 164.402, and if requested by Covered Entity, Business Associate shall provide notice to the individual(s) whose PHI has been the subject of the Breach. When requested to provide notice, 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. The cost of notice and related remedies shall be borne by Business Associate.

8.2 If Covered Entity or Business Associate determines that an impermissible acquisition, access, use or disclosure of PHI by a Subcontractor of Business Associate constitutes a Breach as defined in 45 CFR § 164.402, and if requested by Covered Entity or Business Associate, Subcontractor shall provide notice to the individual(s) whose PHI has been the subject of the Breach. When Covered Entity requests that Business Associate or its Subcontractor provide notice, Business Associate shall either 1) consult with Covered Entity about the specifics of the notice as set forth in section 8.1, above, or 2) require, by contract, its Subcontractor to consult with Covered Entity about the specifics of the notice as set forth in section 8.1

8.3 The notice to affected individuals shall be provided as soon as reasonably possible and in no case later than 60 calendar days after Business Associate reported the Breach to Covered Entity.

8.4 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 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).

8.5 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 received from Covered Entity or created or received by Business Associate on behalf of Covered Entity in which the Subcontractor agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such PHI. Business Associate must enter into this Business Associate Agreement before any use by or disclosure of PHI to such agent. 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 Business Associate 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 three (3) 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 three (3) 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 three (3) business days, Business Associate shall forward to Covered Entity for handling any accounting request that Business Associate directly receives from an Individual.

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 received from Covered Entity or created or received by Business Associate on behalf of Covered Entity available to the Secretary of 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 of the PHI provided by Covered Entity to Business Associate or created or received by Business Associate on behalf of Covered Entity is destroyed or returned to Covered Entity subject to Section 19.8.

14.2 If Business Associate breaches any material term of this Agreement, Covered Entity may either: (a) provide an opportunity for Business Associate to cure the breach and Covered Entity may terminate the contract or grant without liability or penalty if Business Associate does not cure the breach within the time specified by Covered Entity; or (b) immediately terminate the contract or grant without liability or penalty if Covered Entity believes that cure is not reasonably possible; or (c) if neither termination nor cure are feasible, Covered Entity

shall report the breach to the Secretary. Covered Entity has the right to seek to cure any breach by Business Associate and this right, regardless of whether Covered Entity cures such breach, does not lessen any right or remedy available to Covered Entity at law, in equity, or under the contract or grant, nor does it lessen Business Associate's responsibility for such breach or its duty to cure such breach.

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, all PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity pursuant to this contract or grant 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 the PHI. Business Associate shall certify in writing for 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.

15.2 Business Associate shall provide to Covered Entity notification of any conditions that Business Associate believes make the return or destruction of PHI infeasible. If Covered Entity agrees that return or destruction is infeasible, Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible for so long as Business Associate maintains such PHI. This shall also apply to all Agents and Subcontractors of Business Associate.

16. **Penalties.** Business Associate understands that: (a) there may be civil or criminal penalties for 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 that it is 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 AHS 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. **Security Rule Obligations.** The following provisions of this section apply to the extent that Business Associate creates, receives, maintains or transmits Electronic PHI on behalf of Covered Entity.

18.1 Business Associate shall implement and use administrative, physical, and technical safeguards in compliance with 45 CFR sections 164.308, 164.310, and 164.312 with respect to the Electronic PHI that it creates, receives, maintains or transmits on behalf of Covered Entity. Business Associate shall identify in writing upon request from Covered Entity all of the safeguards that it uses to protect such Electronic PHI.

18.2 Business Associate shall ensure that any Agent and Subcontractor to whom it provides Electronic PHI agrees in a written agreement to implement and use administrative, physical,

and technical safeguards that reasonably and appropriately protect the Confidentiality, Integrity and Availability of the Electronic PHI. Business Associate must enter into this written agreement before any use or disclosure of Electronic PHI by such Agent or 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 Electronic PHI. Business Associate shall provide a copy of the written agreement to Covered Entity upon request. Business Associate may not make any disclosure of Electronic PHI to any Agent or Subcontractor without the prior written consent of Covered Entity.

18.3 Business Associate shall report in writing to Covered Entity any Security Incident pertaining to such Electronic PHI (whether involving Business Associate or an Agent or Subcontractor). Business Associate shall provide this written report as soon as it becomes aware of any such Security Incident, and in no case later than two (2) business days after it becomes aware of the incident. Business Associate shall provide Covered Entity with the information necessary for Covered Entity to investigate any such Security Incident.

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

19. Miscellaneous.

19.1 In the event of any conflict or inconsistency between the terms of this Agreement and the terms of the contract/grant, the terms of this Agreement shall govern with respect to its subject matter. Otherwise, the terms of the contract/grant continue in effect.

19.2 Business Associate shall cooperate with Covered Entity to amend this Agreement from time to time as is necessary for Covered Entity to comply with the Privacy Rule, the Security Rule, or any other standards promulgated under HIPAA.

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

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

19.5 As between Business Associate and Covered Entity, Covered Entity owns all PHI provided by Covered Entity to Business Associate or created or received by Business Associate on behalf of Covered Entity.

19.6 Business Associate shall abide by the terms and conditions of this Agreement with respect to all PHI it receives from Covered Entity or creates or receives on behalf of Covered Entity 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.

19.7 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 that would violate HIPAA, including specifically Section 13406 of the HITECH Act. Reports

or data containing the PHI may not be sold without Agency's or the affected individual's written consent.

19.8 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.

Rev: 7/7/17

Attachment F
AGENCY OF HUMAN SERVICES' CUSTOMARY CONTRACT/GRANT PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

5. **Non-Discrimination:**

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

from or deny to any person the benefit of services, facilities, goods, privileges, advantages, or benefits of public accommodation on the basis of disability, race, creed, color, national origin, marital status, sex, sexual orientation or gender identity as provided by Title 9 V.S.A. Chapter 139.

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

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

6. **Employees and Independent Contractors:**

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

7. **Data Protection and Privacy:**

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

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

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

social security number, biometric records, etc., either alone or when combined with any other personal or identifiable information that is linked or linkable to a specific person, such as date and place or birth, mother's maiden name, etc.

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

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

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

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

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

9. **Information Technology Systems:**

Computing and Communication: Party shall select, in consultation with the Agency of Human Services' Information Technology unit, one of the approved methods for secure access to the

State's systems and data, if required. Approved methods are based on the type of work performed by the Party as part of this agreement. Options include, but are not limited to:

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

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

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

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

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

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

Party will ensure the physical and data security associated with computer equipment, including desktops, notebooks, and other portable devices, used in connection with this Agreement. Party will also assure that any media or mechanism used to store or transfer data to or from the State includes industry standard security mechanisms such as continually up-to-date malware protection and encryption. Party will make every reasonable effort to ensure media or data files transferred to the State are virus and spyware free. At the conclusion of this agreement and after successful delivery of the data to the State, Party shall securely delete data (including archival backups) from Party's equipment that contains individually identifiable records, in accordance with standards adopted by the Agency of Human Services.

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

10. **Other Provisions:**

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

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

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

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

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

Lobbying: No federal funds under this agreement may be used to influence or attempt to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, continuation, renewal, amendments other than federal appropriated funds.

AHS ATT. F 12.31.16

