1. **Parties.** This is a contract for personal services between Department of Vermont Health Access (hereafter called "State"), and Compuware dba DocSite LLC, with a principal place of business in Sevena Park, MD (hereafter called "Contractor"). The Contractor's form of business organization is a LLC. It is the Contractor's responsibility to contact the Vermont Department of Taxes to determine if, by law, the Contractor is required to have a Vermont Department of Taxes Business Account Number.

2. **Subject Matter.** The subject matter of this contract is personal services generally on the subject of providing a web based disease registry system to Blueprint practices. Detailed services to be provided by the Contractor are described 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 $2,406,500.00.

4. **Contract Term.** The period of Contractor's performance shall begin on December 1, 2010 or upon signature of the State, which ever is later and end on June 30, 2012. By mutual agreement, this contract may be extended for a period or periods totaling up to two additional years.

5. **Prior Approvals.** If approval by the Attorney General's Office or the Secretary of Administration is required, (under current law, bulletins, and interpretations), neither this contract nor any amendment to it is binding until it has been approved by either or both such persons.

   Approval by the Attorney General's Office is required.
   Approval by the Secretary of Administration is required.

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.

7. **Cancellation.** This contract may be cancelled by either party by giving written notice at least 30 days in advance.

8. **Attachments.** This contract consists of 26 pages including the following attachments, which are incorporated herein:

   Attachment A - Specifications of Work to be Performed
   Attachment B - Payment Provisions
   Attachment C - Customary State Contract provisions
   Attachment E - Business Associate Agreement
   Attachment F - Customary Contract Provisions of the Agency of Human Services
   Appendix 1 - Schedule and Basis of Payments

The order of precedence of documents shall be as follows:

1). This document
2). Attachment D (if any)
3). Attachment C
4). Attachment A
5). Attachment B
6). Attachment E (if any)
7) Attachment F
8) Other Attachments (if any)

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT.

BY THE STATE OF VERMONT:

12/9/2010
Date

Signature

Susan Besio, Commissioner
Department of Vermont Health Access
Agency of Human Services

BY THE CONTRACTOR:

12-9-2010
Date

Signature

Brett Furst, Vice President
Compuware

ATTACHMENT A
SPECIFICATIONS OF WORK TO BE PERFORMED

The state of Vermont recognizes that the Contractor provides a unique disease management and clinical tracking product. By entering into this contract, the State agrees to purchase: operation; training, development; and, maintenance services from the Contractor.

The DocSite software is provided in a browser base version on a web platform to the Licensee's (a hospital, physician practice, or other health care provider participating in the Blueprint for Health that is permitted access to DocSite for the purpose of treatment of a Medicaid beneficiary.) The Licensee and its Authorized Users hereunder may use, access, display, operate or otherwise interact with the Software, or any prior version for the same operating system, on any number of computers, workstations, terminals or other digital electronic devices in a clinic or office location. The Contractor will host the Software on its own server for use by Licensee.

Responsibilities of the Contractor:

1) Operation and maintenance of the DocSite system, including web portal for use by the State and participating partners;
2) Work with the State to implement DocSite at participating practices and providers as further outlined in Appendix 1;
3) Create training plans; and will train and support DocSite system users as further outlined in Appendix 1;
4) Participate in the mapping of existing source data systems against the core Blueprint data dictionary, establish and assist with implementation of plans to optimize guideline based data elements in the provider setting as further outlined in Appendix 1;
5) Customize the software or otherwise design and develop additional tools for use by the practices as defined in "Tasks, number 5";
6) Ensure execution of BAAs;
7) Adherence to federal and state standards and best practices related to system operations, including National Institute of Standards and Technology (NIST) standards. In the operation training and development of the systems for the State of Vermont.

Tasks:

1. The Contractor will identify and provide dedicated staff persons for Vermont Blueprint activities, sufficient to complete the tasks described within specified timelines. Necessary travel by these staff persons in connection with their duties under this contract is budgeted to be included in the amount of this contract. These dedicated staff persons will function as the point of contact for Vermont Blueprint/Contractor activities. The Contractor will work collaboratively with the Department of Vermont Health Access (DVHA) Blueprint staff to arrive at an approved job description for these dedicated staff persons.

2. The Contractor will provide direct support and training to: practices; community health team members, Medicaid Care Coordinators, State Blueprint technical staff; other providers as designated by the Blueprint and DVHA.

3. The Contractor shall serve as the conduit for all communications and deliverables between contractor(s) and the State, and among: contractor(s); Vermont Information Technology Leaders (VITL); and, practices. Deliverables are as described in Appendix 1. Estimated dedicated staff persons for this task shall be based on activity plans described in Appendix 1.

4. The Contractor will provide direct support and training to: practices; State Blueprint technical staff; other contractors; and, partners as effective use of the DocSite system is implemented.

The Contractor shall serve as the conduit for all communications and deliverables between contractor(s) and the State, and among: contractor(s); Vermont Information Technology Leaders (VITL); and, practices. Deliverables are as described in Appendix 1.

5. The Contractor will train at least two "Super Users" per participating Hospital Service Area (HSA) during the contract term. Currently there are 13 participating Hospital Service Areas within the State of Vermont. Trainings may include a mixture of the following: Face to Face training; webinars; documents and telephonic support. Deliverables are as described in Appendix 1.

6. Contractor will, in the first 2 months of this contract, complete the development, quality assurance testing, and production level deployment for general use by providers of:

   - Care coordination templates – which track and support care coordination activities of Community Health Team personnel, Medicaid Care Coordinators, and other health service providers.
   - Flexible web based performance reporting dashboard reporting with comparative benchmarks for all completed and currently active condition modules including Health Maintenance, HTN, Diabetes, Asthma, and CAD. These conditions will be expanded to disease specific, utilization specific, and pharmacy specific measures against benchmarks at a plan level along with reports on an aggregate level for Medicaid, the practices, the HSA level, and the patient level. Additional modules will be added to performance reporting dashboard at the discretion of the Blueprint Director and in alignment with the proposed scope of work in Appendix 1, Tables I & II.
   - Pediatric visit planners & outreach reporting that have been developed in collaboration with the Blueprint, Vermont Child Health Improvement Program based at the University of Vermont, the local chapters of the American Academy of Pediatrics and the American Academy of Family Physicians; and, at least in part based on Bright Futures™ content.
   - Maintenance of previously updated clinical support, specifically: Health Maintenance; Diabetes; hypertension; asthma; congestive heart failure and Coronary Artery Disease
   - There may be the creation of other updated clinical support modules at the request of the Blueprint Director

   Deliverables are as described in Appendix 1.

7. The Contractor will provide a secure and robust web site for the DocSite application, including: web monitoring; maintenance; updating, data and application backups. The Contractor will log onto the DocSite web site weekly to ensure that the website is functioning properly. During the contract period, this sign on frequency may be revisited should it be found that a weekly sign on is too frequent, or not frequent enough to maintain a functional web site. Deliverables are as described in (3) below. Per National Institute of Standards and Technology (NIST) publications, the design and implementation must take into account security standards and controls. (For details on NIST publications, see: http://csrc.nist.gov/publications/PubsSPs.html .

8. The Contractor will attend technical IT calls with Hospital Service Areas (HSA's) involved in implementing DocSite as part of the Blueprint Community Grant and Integrated Pilots, and serve as a resource for questions; information; and training. Contractor will be considered part of the Blueprint IT Team, which includes: State staff; Contractor staff; VITL staff and other contractors.

9. The Contractor will negotiate, acquire and maintain any required Business Associate Agreements (BAAs) between HSA practices and Contractor; and, Vermont Information Technology Leaders (VITL) and Contractor. Deliverables are as described in Appendix 1.

10. The Contractor will track and manage DocSite licenses, and maintain a budget for the purpose of approving DocSite licenses. Appendix 1 provides an activity based progressive licensing model which should define the maximum anticipated license fees during the terms of this agreement.

11. The Contractor will provide software in a browser base version on a web platform. The Licensee and its Authorized Users hereunder may use, access, display, operate or otherwise interact with the Software, or any prior version for the same operating system, on any number of computers, workstations, terminals or other digital electronic devices in a clinic or office location. The Contractor will host the Software on its own server for use by Licensee.

12. The Contractor agrees to the following Maintenance and Service Terms.

Classification of Defects. Support Services consist of the Contractor's investigation and correction of any defects or deficiencies in the Software Product (problems with the Software Product that cause it not to perform all functions substantially as described in the Documentation) that the State reports to the Contractor (a "Defect"). Classification of Defects and their associated Support Service schedule follows:

	Acknowledgement*	Patch**	Fix***
Level One: Anything that renders inoperative the then current release version of the Software	Within 2 hours	48 hours	12 business days
Level Two: Anything that has a negative impact upon Licensee's ability to perform its normal business functions and for which there is no alternative procedure available.	Close of business day	3 business days	Release of next version of the Patient Planner
Level Three: Anything that has a negative impact upon Licensee's ability to perform its normal business functions but for which there is an alternative procedure available.	Close of business day	10 business days	Release of next version of the Patient Planner
Level Four: Anything that does not fit into any of the above Classifications.	Within 2 business days	To be scheduled with Licensee	To be determined by Contractor

* If Licensee reports the Defect by voicemail or email, The Contractor will place a return call to Licensee to acknowledge receipt of the message and to begin investigation and correction of the Defect.
** A patch is a work around, circumvented procedure, bug fix or updated release.
*** Official fix, update fix or enhancement.

Response Times. The State will instruct Licensee to report Defects by telephone, voicemail or email to the Contractor. If the Contractor is unable to resolve the Defect immediately on the phone, the Contractor will assign a tracking number and one of the above classifications. On a twenty-four (24) hour, seven (7) day a week basis, the Contractor will respond to, and use commercially reasonable efforts to correct the Defect by Secure Electronic Access within the time frames set forth above. Support between the hours of 5:00 pm and 8:00 am EST of the Authorized User will be for support issues related to the user's inability to use Patient Planner™. Non-emergency after-hours support, such as helping set up user sites, non-Visit Planner™ reporting issues, training on data entry, etc, will be provided on a mutually agreed time and materials basis.

13. The Contractor will manage a Bi-Directional Connectivity Interface between DocSite and the VITL exchange hub with the following deliverables:
    - ADT records added to the VHIE from DocSite
    - Records will acquire a global identifier
    - Records will be returned to DocSite
    - DocSite ID will be updated with the global identifier.
14. The Contractor will maintain the Medicaid Care Coordination Feed/Site with the following deliverables:
    - DocSite Enterprise Site set up
        a) Supports Vermont Blueprint Conditions and Measures
    - Standard Interface
        a) Members (Patients)
        b) Providers (if Member/Provider X ref provided)
        c) Medical Claims
    - Disease ID for all Blueprint Managed Conditions and any new managed conditions added during this contract period
        a) Asthma
        b) Coronary Artery Disease (CAD)
        c) Diabetes
        d) Health Maintenance
        e) Heart Failure
        f) High Blood Pressure (HTN)
        g) Community Health Team Care Coordination
        h) Medicaid Care Coordination
    - Clinical Measure extraction from Medical and Pharmacy claims
        a) Emergency Department Visits
        b) In-patient Discharge
        c) Pharmacy Profiles
15. The Contractor agrees to notify the State and licensees 24 hours prior to a known downtime. The Contractor will make every attempt to schedule downtimes collaboratively with the State.
16. The Contractor shall provide copies of security plans, risk assessments, operational guides, policies and procedures pertaining to system operation, administration and maintenance, as requested by the State. The Contractor shall ensure secure data transfers as a participant of the State HIE.
17. The Contractor will maintain separate environments for development, testing, training and production to meet security and audit standards related to security and change control.
18. The Contractor will participate in a monthly call with the Blueprint Director or designee, as a follow-up to the monthly written report.

19. At the close of this contract, contractor shall provide the State with a record of all historical data from the DocSite system, in a usable electronic format

Deliverables: Contractor will:

1. The Contractor will provide monthly program and quarterly financial reports to the Contract Manager identified in Attachment B of this document. Monthly reports are due by the 15th day of the month end, quarterly reports are due starting January 31, 2011 and the last day of the month following each calendar quarter through June 30, 2012. Such reports shall describe and quantify:
   - listing of sites with active access or near term active access
   - listing providers & users with active access
   - specifying status of each module development
   - specifying status of each sites optimization activity
   - specifying user support activity
2. The Contractor will accompany each quarterly report with an updated Appendix 1 Table II and include specific numbers and information to populate spread sheet and track activity.
3. The Contractor will provide continued State access to a test DocSite web site with executables identical to the production web site, to enable design and gap analysis of DocSite.
4. Contractor will facilitate the implementation of DocSite by accomplishing the following, and as appropriate will comment on the highlights of the tasks below, in the monthly program reports:
   - **Governance:**
     a) The Contractor will work collaboratively with the State to provide oversight for the implementation of DocSite.
     b) The State and the Contractor serve as their own "change control board" to review and make recommendations on any requested modification or enhancement to DocSite function. The ultimate decision making authority rests with the State.
     c) The State and the Contractor will agree upon a process for updates and changes that includes State participation to ensure the least impact to existing operations and proper vetting and testing of all modifications to the system. Public release of approved updated product must be documented by contractor.
   - **Implementation:**

     The Contractor shall coordinate the implementation of DocSite by participating practices and providers including but not limited to the following:

     a) The Contractor will assist practices with their readiness prior to deployment of DocSite
     b) The Contractor will plan an implementation process to integrate/interface software applications within physician offices. The sequence for implementation will be: Integrated pilot sites; current Blueprint Community project sites; Federally Qualified Health Centers; and, future Blueprint community sites. Implementation sequence and timetable will be at the discretion of the governing committee with final approval by the State. Overall desired implementation targets are described in Appendix 1
     c) The Contractor will assist practice staff and management with the integration of DocSite functions with existing or modified practice workflows.
     d) The Contractor will nurture and maintain provider partner relations during the course of the project in order to promote and attain system acceptance and adoption.

e) The Contractor will track progress of implementations with: practices; the State; and, vendors while acting as the key point of contact for issue management with all participating physician practices

f) The Contractor will maintain an up-to-date referral network, for questions that are better answered by other Blueprint IT team members, including VITL and EMR vendors.

g) Where appropriate, the Contractor will work closely with parties to establish data collection and submission processes associated with clinical reporting initiatives.

h) The Contractor will provide education and training during implementation and provide end-user assistance for DocSite application in physician/practice office setting.

- **Operations:**

a) The Contractor will provide assistance to local IT support staff for troubleshooting, network connectivity and software performance issues.

b) The Contractor will triage reported problems and facilitate helpdesk support if necessary.

c) The Contractor will assist providers in day-to-day use of the clinical information system within DocSite.

d) The Contractor will assist providers in the generation of requested reports obtainable via the Performance and Outreach Dashboard or Filter Wizard tools.

e) The Contractor will receive and log provider requests for system or reports changes or enhancements for referral to the Blueprint Director for change control processing.

f) The Contractor will assist providers with accessing audit reports of access to their medical data.

- **Technical Assistance**

a) In addition to the financial support available thought this contract, the State will make resources available for the purposes of assisting the Contractor with project management during the implementation of DocSite.

b) The State will also provide technical assistance to assist the Contractor in developing plans for the interfacing and integration with other systems and the HIE for purposes of data exchange.

ATTACHMENT B
PAYMENT PROVISIONS

The maximum dollar amount payable under this agreement is not intended as any form of a guaranteed amount. The Contractor will be paid for products or services specified in Attachment A, or services actually performed, up to the maximum allowable amount specified in this agreement. The payment schedule for delivered products, or rates for services performed, and any additional reimbursements, are included in this attachment. State of Vermont's standard payment terms are Net 30 days from date of Invoice. The following provisions specifying payments are:

For the month of December 2010 the contractor may invoice the State up to $96,500 for work performed based on deliverables met as detailed in Appendix 1 Table II. Thereafter the Contractor may invoice monthly for services actually performed in this contract. Adjustments to this maximum amount going forward shall be in accordance with the activity levels described in Appendix 1 Table II. Monthly program reports should accompany the monthly invoices. Invoices will not be paid until the monthly program report is received.

Payment Structure:
The Contractor may invoice the State for the following amounts on a monthly basis:

License per User (Providers with active access)*	$50.00
Salary for staff to support deliverables/tasks in Attachment A	$17,000.00
Hosting and maintenance fees for web site	$17,000.00
License disbursement and management	$12,500.00

*Once cumulative license fees reach $500,000 VT will receive a statewide, in perpetuity license with annual maintenance fee of $250,000 for support for the life of this contract.

All reports related to this contract should be submitted in electronic format. Invoices should be submitted both electronically and in hard copy with original signature. Reports and invoices should reference this contract number and be submitted to:

Kate Jones, Contract Manager
Department of Vermont Health Access
312 Hurricane Lane, Suite 201
Williston, Vermont 05495-2806
kate.jones@ahs.state.vt.us

Total amount of the Contract will not exceed $2,406,500.00

The state reserves the right to withhold part or all of the contract funds if the state does not receive timely documentation of the successful completion of contract deliverables.

ATTACHMENT C
CUSTOMARY PROVISIONS FOR CONTRACTS AND GRANTS

1. **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.

2. **Applicable Law.** This Agreement will be governed by the laws of the State of Vermont.

3. **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.

4. **Appropriations:** If appropriations are insufficient to support this Agreement, the State may cancel on a date agreed to by the parties or upon the expiration or reduction of existing appropriation authority. In the case that this Agreement is funded in whole or in part by federal or other non-State funds, and in the event those funds become unavailable or reduced, the State may suspend or cancel this Agreement immediately, and the State shall have no obligation to fund this Agreement from State revenues.

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, Liability:** The Party will act in an independent capacity and not as officers or employees of the State.

   The Party shall defend the State and its officers and employees against all claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party. 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 Party shall notify its insurance company and the State within 10 days of receiving any claim for damages, notice of claims, pre-claims, or service of judgments or claims, for any act or omissions in the performance of this Agreement.

   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 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.

   The Party shall indemnify the State and its officers and employees in the event that the State, its officers or employees become legally obligated to pay any damages or losses arising from any act or omission of the Party.

7. **Insurance:** Before commencing work on this Agreement the Party must provide certificates of insurance to show that the following minimum coverage is in effect. It is the responsibility of the Party to maintain current certificates of insurance on file with the state through the term of the

Agreement. No warranty is made that the coverage 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.

General Liability and Property Damage: With respect to all operations performed under the 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 Per Occurrence

$1,000,000 General Aggregate

$1,000,000 Products/Completed Operations Aggregate

$ 50,000 Fire/ Legal/Liability

Party shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this Agreement.

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: $1,000,000 combined single limit.

Party shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this Agreement.

Professional Liability: Before commencing work on this Agreement and throughout the term of this Agreement, the Party shall procure and maintain professional liability insurance for any and all services performed under this Agreement, with minimum coverage of ***$1,000,000.00*** per occurrence, and ***$2,000,000.00*** aggregate.

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

9. **Requirement to Have a Single Audit:** In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, and if this Subrecipient expends $500,000 or more in federal assistance during its fiscal year, the Subrecipient is required to have a single audit conducted in accordance with the Single Audit Act, except when it elects to have a program specific audit.

The Subrecipient may elect to have a program specific audit if it expends funds under only one federal program and the federal program's laws, regulating or grant agreements do not require a financial statement audit of the Party.

A Subrecipient is exempt if the Party expends less than $500,000 in total federal assistance in one year.

The Subrecipient will complete the Certification of Audit Requirement annually within 45 days after its fiscal year end. If a single audit is required, the sub-recipient will submit a copy of the audit report to the primary pass-through Party and any other pass-through Party that requests it within 9 months. If a single audit is not required, the Subrecipient will submit the Schedule of Federal Expenditures within 45 days. These forms will be mailed to the Subrecipient by the Department of Finance and Management near the end of its fiscal year. These forms are also available on the Finance & Management Web page at: http://finance.vermont.gov/forms

10. **Records Available for Audit:** The Party will maintain all books, documents, payroll papers, accounting records and other evidence pertaining to costs incurred under this agreement and make them available at reasonable times during the period of the Agreement and for three years thereafter 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. The State, by any authorized representative, shall have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed under this Agreement.

11. **Fair Employment Practices and Americans with Disabilities Act**: Party agrees to comply with the requirement of Title 21V.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 that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the Party under this Agreement. Party further agrees to include this provision in all subcontracts.

12. **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.

13. **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 the 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.

    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.

14. **Child Support**: (Applicable if the Party is a natural person, not a corporation or partnership.) Party states that, as of the date the 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.

15. Sub-Agreements: Party shall not assign, subcontract or subgrant the performance of his Agreement or any portion thereof to any other Party without the prior written approval of the State. Party also agrees to include in subcontract or subgrant agreements a tax certification in accordance with paragraph 13 above.

Notwithstanding the foregoing, the State agrees that the Party may assign this agreement, including all of the Party's rights and obligations hereunder, to any successor in interest to the Party arising out of the sale of or reorganization of the Party.

16. No Gifts or Gratuities: Party shall not give title or possession of any thing 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.

17. Copies: All written reports prepared under this Agreement will be printed using both sides of the paper.

18. 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.

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 **Compuware dba DocSite** ("Business Associate") as of December 1, 2010 or upon signature of the State, which ever is later ("Effective Date"). This Agreement supplements and is made a part of the Contract to which it is an attachment.

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.

The parties agree as follows:

1. **Definitions**. All capitalized terms in this Agreement have the meanings identified in this Agreement, 45 CFR Part 160, or 45 CFR Part 164.

   The term "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.

   The term "Individual" includes a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).

   The term "Breach" means the acquisition, access, use or disclosure of protected health information (PHI) in a manner not permitted under the HIPAA Privacy Rule, 45 CFR part 164, subpart E, which compromises the security or privacy of the PHI. "Compromises the security or privacy of the PHI" means poses a significant risk of financial, reputational or other harm to the individual.

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

   2.1 Except as limited in this Agreement, Business Associate may use or disclose PHI to perform Services, as specified in the underlying contract with Covered Entity. 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.

   2.2 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 (including subcontractors) in accordance with Sections 8 and 16 or (b) as otherwise permitted by Section 3.

3. **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 (a) 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 (b)

the person notifies Business Associate, within three business days (who in turn will notify Covered Entity within three business days after receiving notice of a Breach as specified in Section 5.1), in writing of any Breach of Unsecured PHI of which it is aware. Uses and disclosures of PHI for the purposes identified in this Section must be of the minimum amount of PHI necessary to accomplish such purposes.

4. **Safeguards**. Business Associate 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 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 shall identify in writing upon request from Covered Entity all of the safeguards that it uses to prevent impermissible uses or disclosures of PHI.

5. **Documenting and Reporting Breaches**.

5.1 Business Associate shall report to Covered Entity any Breach of Unsecured PHI as soon as it (or any of its employees or agents) become aware of any such Breach, and in no case later than three (3) 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.

5.2 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.

5.3 When Business Associate determines that an impermissible acquisition, use or disclosure of PHI by a member of its workforce does not pose a significant risk of harm to the affected individuals, it shall document its assessment of risk. Such assessment shall include: 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 risk of harm. When requested by Covered Entity, Business Associate shall make its risk assessments available to Covered Entity.

6. **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.

7. **Providing Notice of Breaches.**

7.1 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 individuals whose PHI was 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.

7.2 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.

7.3 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 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).

7.4 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.

8. **Agreements by Third Parties**. Business Associate shall ensure that any agent (including a subcontractor) to whom it provides PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity agrees in a written agreement to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such PHI. For example, the written contract must include those restrictions and conditions set forth in Section 14. Business Associate must enter into the written agreement before any use or disclosure of PHI by 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 written agreement to Covered Entity upon request. Business Associate may not make any disclosure of PHI to any agent without the prior written consent of Covered Entity.

9. **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.

10. **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.

11. **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.

12. **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 in the time and manner designated by the Secretary. Business Associate shall make the same information available to Covered Entity (without regard to the attorney-client or other applicable legal privileges) 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.

13. **Termination.**

    13.1 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 17.7.

    13.2 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 this Contract without liability or penalty if Business Associate does not cure the breach within the time specified by Covered Entity; or (b) immediately terminate this Contract 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 this Contract, nor does it lessen Business Associate's responsibility for such breach or its duty to cure such breach.

14. **Return/Destruction of PHI**.

    14.1 Business Associate in connection with the expiration or termination of this Contract 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 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.

    14.2 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.

15. **Penalties and Training**. 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. If requested by Covered Entity, Business Associate shall participate in

training regarding the use, confidentiality, and security of PHI.

16. **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.

    16.1 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.

    16.2 Business Associate shall ensure that any agent (including a 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. 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 without the prior written consent of Covered Entity.

    16.3 Business Associate shall report in writing to Covered Entity any Security Incident pertaining to such Electronic PHI (whether involving Business Associate or an agent, including a 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 three (3) 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.

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

17. **Miscellaneous**.

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

    17.2 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.

    17.3 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.

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

    17.5 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.

    17.6 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 under this Contract 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.

17.7 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 11 survives the expiration or termination of this Agreement with respect to accounting requests, if any, made after such expiration or termination.

(AHS Rev: 8/31/10)

ATTACHMENT F
AGENCY OF HUMAN SERVICES' CUSTOMARY CONTRACT PROVISIONS

1. **Agency of Human Services – Field Services Directors** will share oversight with the department (or field office) that is a party to the contract for provider performance using outcomes, processes, terms and conditions agreed to under this contract.

2. **2-1-1 Data Base:** The Contractor providing a health or human services within Vermont, or near the border that is readily accessible to residents of Vermont, will provide relevant descriptive information regarding its agency, programs and/or contact and will adhere to the "Inclusion/Exclusion" policy of Vermont's 2-1-1. If included, the Contractor will provide accurate and up to date information to their data base as needed. The "Inclusion/Exclusion" policy can be found at www.vermont211.org

3. **Medicaid Program Contractors**:

   Inspection of Records: Any contracts accessing payments for services through the Global Commitment to Health Waiver and Vermont Medicaid program must fulfill state and federal legal requirements to enable the Agency of Human Services (AHS), the United States Department of Health and Human Services (DHHS) and the Government Accounting Office (GAO) to:

   Evaluate through inspection or other means the quality, appropriateness, and timeliness of services performed; and Inspect and audit any financial records of such Contractor or subcontractor.

   Subcontracting for Medicaid Services: Having a subcontract does not terminate the Contractor, receiving funds under Vermont's Medicaid program, from its responsibility to ensure that all activities under this agreement are carried out. Subcontracts must specify the activities and reporting responsibilities of the Contractor or subcontractor and provide for revoking delegation or imposing other sanctions if the Contractor or subcontractor's performance is inadequate. The Contractor agrees to make available upon request to the Agency of Human Services; the Office of Vermont Health Access; the Department of Disabilities, Aging and Independent Living; and the Center for Medicare and Medicaid Services (CMS) all contracts and subcontracts between the Contractor and service providers.

   Medicaid Notification of Termination Requirements: Any Contractor accessing payments for services under the Global Commitment to Health Waiver and Medicaid programs who terminates their practice will follow the Office of Vermont Health Access, Managed Care Organization enrollee notification requirements.

   Encounter Data: Any Contractor accessing payments for services through the Global Commitment to Health Waiver and Vermont Medicaid programs must provide encounter data to the Agency of Human Services and/or its departments and ensure that it can be linked to enrollee eligibility files maintained by the State.

4. **Non-discrimination Based on National Origin as evidenced by Limited English Proficiency.** The Contractor agrees to 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, which require that contractors and subcontractors receiving federal funds must assure that persons with limited English proficiency can meaningfully access services. To the extent the Contractor provides assistance to individuals with limited English proficiency through the use of oral or written translation or interpretive services in compliance with this requirement, such individuals cannot be required to pay for such services.

5. **Voter Registration**. When designated by the Secretary of State, the Contractor 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.

6. **Drug Free Workplace Act.** The Contractor will assure a drug-free workplace in accordance with 45 CFR Part 76.

7. **Privacy and Security Standards.**

   Protected Health Information: The Contractor 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 contract. The Contractor 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: The confidentiality of any alcohol and drug abuse treatment information acquired by or provided to the Contractor or subcontractor shall be maintained in compliance with any applicable state or federal laws or regulations and specifically set out in 42 CFR Part 2.

   Other Confidential Consumer Information: The Contractor agrees to comply with the requirements of AHS Rule No. 08-048 concerning access to information. The Contractor agrees to comply with any applicable Vermont State Statute, including but not limited to 12 VSA §1612 and any applicable Board of Health confidentiality regulations. The Contractor shall ensure that all of its employees and subcontractors performing services under this agreement understand the sensitive nature of the information that they may have access to and sign an affirmation of understanding regarding the information's confidential and non-public nature.

   Social Security numbers: The Contractor agrees to comply with all applicable Vermont State Statutes to assure protection and security of personal information, including protection from identity theft as outlined in Title 9, Vermont Statutes Annotated, Ch. 62.

8. **Abuse Registry.** The Contractor agrees not to employ any individual, use any volunteer, or otherwise provide reimbursement to any individual in the performance of services connected with this agreement, who provides care, custody, treatment, transportation, or supervision to children or vulnerable adults if there is a substantiation of abuse or neglect or exploitation against that individual. The Contractor will check the Adult Abuse Registry in the Department of Disabilities, Aging and Independent Living. Unless the Contractor holds a valid child care license or registration from the Division of Child Development, Department for Children and Families, the Contractor shall also check the Central Child Abuse Registry. (See 33 V.S.A. §4919(a)(3) & 33 V.S.A. §6911 (c)(3)).

9. **Reporting of Abuse, Neglect, or Exploitation.** Consistent with provisions of 33 V.S.A. §4913(a) and §6903, any agent or employee of a Contractor who, in the performance of services connected with this agreement, has contact with clients or is a caregiver and who 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 make a report involving children to the Commissioner of the Department for Children and Families within 24 hours or a report involving vulnerable adults to the Division of Licensing and Protection at the Department of Disabilities, Aging, and Independent Living within 48 hours. This requirement applies except in those instances where particular roles and functions are exempt from reporting under state and federal law. Reports involving children shall contain the information required by 33 V.S.A. §4914. Reports involving vulnerable adults shall contain the information required by 33 V.S.A. §6904. The Contractor 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.

10. **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 Contractor or subcontractor, shall have full and complete ownership of all software computer programs, documentation and/or source codes developed.

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

    If the Contractor is operating a system or application on behalf of the State of Vermont, then the Contractor 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 Contractor's materials.

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

    The Contractor will ensure the physical and data security associated with computer equipment - including desktops, notebooks, and other portable devices - used in connection with this agreement. The Contractor 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. The Contractor 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, the Contractor shall securely delete data (including archival backups) from the Contractor's equipment that contains individually identifiable records, in accordance with standards adopted by the Agency of Human Services.

12. **Computing and Communication:** The Contractor 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 Contractor as part of this agreement. Options include, but are not limited to:

    1. Contractor's provision of certified computing equipment, peripherals and mobile devices, on a separate Contractor'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.

    The State will not supply e-mail accounts to the Contractor.

13. **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.

14. **Non–discrimination.** The Contractor will prohibit 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, or on the basis of race, color or national origin under Title VI of the Civil Rights Act of 1964. No person shall on the grounds of sex (including, in the case of a woman, on the grounds that the woman is pregnant) or on the grounds of religion, 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 and/or federal funds.

15. **Environmental Tobacco Smoke.** Public Law 103-227, also known as the Pro-children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, child care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through state or local governments, by federal grant, contract, loan or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such Federal funds.

    The law does not apply to children's services provided in private residences; 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.

    Failure to comply with the provisions of the 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.

    Contractors are prohibited from promoting the use of tobacco products for all clients. Facilities supported by state and federal funds are prohibited from making tobacco products available to minors.

APPENDIX 1
SCHEDULE AND BASIS OF PAYMENTS

This attachment identifies various activities and user license levels, as discussed elsewhere in the contract and its attachments, and presents those activities and license levels in a format that quantifies numbers of sites, providers, and users by quarter through the period of the contract. This attachment also quantifies activity levels, by quarter, for modification and expansion activities, for optimization of guideline based data use, and for Registry User Support.

Based on the identified levels of sites, providers, and users an estimated maximum license fee is established for each quarter. The maximum monthly license billing fee can be determined from this figure. In all cases, billing will be based on actual numbers of licenses associated with growth in the number of sites, providers and users who are activated in a given period. License billing for any entity should begin the month following activation, including the delivery of any associated training required to insure productive use of the access.

Acronyms:

Federally Qualified Health Centers	FQHC
Community Health Team	CHT
Primary Care	PC
Medicaid Care Coordinators	MCAID CC
Blueprint	BP
Emergency Department	ED
In Patient	IP
Health Risk Assessment	HRA

Table 1 below identifies the current activity in terms of sites, providers, users, modifications and expansions, optimization, and Registry User Support:

Contract Activity	Beginning Status
Sites	
# PC Practices sites (non-FQHC) with active access to DocSite & using (active, data in system, trained users, using)	6
# FQHCs with active access to DocSite	15
# PC Practices with option for active use (data in system, CHT may be using, have not engaged in training)	18
# Hospitals with active access to DocSite (hospital data in system e.g. labs, radiology, test results)	4
# CHT sites with active access	3
Total # Sites with active access (or option) to DocSite	**46**
# PC Practices ready to begin using (data in system, undergoing QA, user acceptance)	3
# Hospitals in process of loading data	1
# CHT sites training to use	
Total # Sites with active or near term access to DocSite	**50**
Providers with Active Access (includes training & completed user acceptance)	
# Providers-Practice Based (MDs, DOs, NPs, PAsCPs with access to DocSite	312
# Core CHT members with access to DocSite	18
# MCAID CCs with active access	0
# Other community service providers (extended CHT, state & non-state)	0
Total # Providers with active access (Practice Based & CHT members)	**330**
Total # Users (Non-provider activities, administrative, practice managers, user acceptance testing)	**142**
# BP Team members	**3**
# UVM Evaluation Team	**3**
Modification & Expansion of DocSite Capacity (Data dictionary, conditions, measures, setup, reports)	
Health Maintenance – Adults	Active
Health Maintenance - Children (Bright Futures)	DEV
Asthma	Active
Diabetes	Active
Hypertension	Active
Coronary Artery Disease	Active
Care Coordination	DEV
Claims data (e.g. ED visits, IP admissions)	DEV
Expanded Care Coordination	NTD
Expanded Claims Data (e.g. Pharmaceuticals, calculated measures, integration of data from additional payers)	NTD
Expanded Pediatrics	NTD
Community Services (e.g. SASH)	NTD
Children & Family Wellness	NTD
Worksite & Adult Wellness	NTD
Survey (HRAs, Wellness, Developmental)	NTD
Mental Health / Depression	NTD
Substance Abuse	NTD
Total # Conditions/Modules in development (exclusive of following 3 rows)	**3**
Total # Conditions/Modules with active & available Visit Planners	**5**
Total # Conditions/Modules with active & available Outreach Reporting	**5**
Total # Conditions/Modules with active & available Performance Reporting	**0**
Totals (Conditions/modules fully functional, costs to support full time development)	**0**
Optimization of guideline based data use	
# Sites actively mapping BP data dictionary & source systems (EMRs, data warehouses)	
# Sites with site/system specific plans to optimize use of data elements & reporting (e.g. EMR templates, translation at source or receiver interface)	
# Sites assisting with plan implementation (coordinate with VITL & EMR support services, development of receiver interface & translation)	
Total (# Sites with completed work to optimize use of data dictionary, costs for full time support)	
Registry User Support	
# Practice sites actively training for system use	
# Practice sites actively assisting with QA testing (data quality)	
# CHT sites actively training for system use	
# Hospital sites actively training for system use	
# Hospital sites actively assisting with QA testing (data quality)	
# MCAID CC teams actively training for system use	
# SASH teams actively training for system use	
# Community service organizations actively training for system use	
# BP facilitators & coaches actively trained	
Total # Sites & teams supported actively trained	
System hosting	

Table II below identifies projected numbers and associated license fees by quarter for the duration of the contract. For modifications and expansion, the figures represent completion of these developmental activities to arrive at an increasing number of supported active modifications as the quarter's progress.

Contract Activity	Now	10-Dec	1Q11	2Q11	3Q11	4Q11	1Q12	2Q12	Total
Sites									
# PC Practices sites (non-FQHC) with active access to DocSite & using (active, data in system, trained users, using)	6								
#FQHCs with active access to DocSite	15								
# PC Practices with option for active use (data in system, CHT may be using, have not engaged in training)	18								
# Hospitals with active access to DocSite (hospital data in system e.g. labs, radiology, test results)	4								
# CHT sites with active access	3								
Total # Sites with active access (or option) to DocSite	46	50		75		100		125	
# PC Practices ready to begin using (data in system, undergoing QA, user acceptance)	3								
# Hospitals in process of loading data	1								
# CHT sites training to use									
Total # Sites with active or near term access to DocSite	50								
Providers w/ Active Access (includes training & completed user acceptance)									
# Providers-Practice Based (MDs, DOs, NPs, PAsCPs with access to DocSite	312								
# core CHT members with access to DocSite	18								
# MCAID CCs with active access	0								
# other community service providers (extended CHT, state & non-state)	0								
Total # Providers with active access (Practice Based & CHT members)	330	350	400	500	600	700	800	900	
License Fees		$17,000	$60,000	$75,000	$90,000	$105,000	$120,000	$135,000	$ 602,000
Total # Users (Non-provider activities, administrative, practice managers, user acceptance testing)	142								
# BP Team members	3								
# UVM Evaluation Team	3								
Modification & Expansion of DocSite Capacity (Data dictionary, conditions, measures, setup, reports)									
Health Maintenance – Adults	Active								
Health Maintenance - Children (Bright Futures)	DEV								
Asthma	Active								
Diabetes	Active								
Hypertension	Active								
Coronary Artery Disease	Active								
Care Coordination	DEV								
Claims data (e.g. ED visits, IP admissions)	DEV								
Expanded Care Coordination	NTD								
Expanded Claims Data (e.g. Pharmaceuticals, calculated measures, integration of data from additional payers)	NTD								
Expanded Pediatrics	NTD								
Community Services (e.g. SASH)	NTD								
Children & Family Wellness	NTD								
Worksite & Adult Wellness	NTD								
Survey (HRAs, Wellness, Developmental)	NTD								
Mental Health / Depression	NTD								
Substance Abuse	NTD								
Utilization module (to include, ED, Inpatient, and Rx)	NTD								
Total # Conditions/Modules in development (exclusive of following 3 rows)	3	4		4		4		4	
Total # Conditions/Modules with active & available Visit Planners	5	8		12		16		20	
Total # Conditions/Modules with active & available Outreach Reporting	5	8		12		16		20	
Total # Conditions/Modules with active & available Performance Reporting	0	5		8		12		16	
Totals (Conditions/modules fully functional)	0	5		8		12		16	
costs to support full time development		$33,000	$100,000	$100,000	$100,000	$100,000	100,000	$100,000	$ 633,000
		-----These are estimated support costs-----							
Optimization of guideline based data use									
# Sites actively mapping BP data dictionary & source systems (EMRs, data warehouses)									
# Sites with site/system specific plans to optimize use of data elements & reporting (e.g. EMR templates, translation at source or receiver interface)									
# Sites assisting with plan implementation (coordinate with VITL & EMR support services, development of receiver interface & translation)									
Total (# Sites with completed work to optimize use of data dictionary)		3		25		50		75	
Costs for full time support		$17,000	$100,000	$100,000	$100,000	$100,000	$100,000	$100,000	$ 617,000
Registry User Support									
# Practice sites actively training for system use									
# Practice sites actively assisting with QA testing (data quality)									
# CHT Sites actively training for system use									
# Hospital sites actively training for system use									
# Hospital sites actively assisting with QA testing (data quality)									
# MCAID CC teams actively training for system use									
# SASH teams actively training for system use									
# Community service organizations actively training for system use									
# BP facilitators & coaches actively trained									
Total # Sites & teams supported actively trained		$17,000	$50,000	$50,000	$50,000	$50,000	$50,000	$50,000	$ 317,000
System hosting		$12,500	$37,500	$37,500	$37,500	$37,500	$37,500	$37,500	$ 237,500
TOTAL		$96,500	$347,500	$362,500	$377,500	$392,500	$407,500	$422,500	$2,406,500