

1. Parties: This is a contract for personal services between the State of Vermont, Office of Vermont Health Access (hereafter called "State"), and Ingenix with a principal place of business at 12125 Technology Drive, Eden Prairie, MN 55344 (hereafter called "Contractor"). Contractor's form of business organization is a corporation. If the Contractor does not have a Business Account Number, 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 claims data analysis and post payment review services for the Vermont Medicaid program. 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 \$1,204,200.00.

4. Contract Term: The period of Contractor's performance shall begin on June 1, 2008 and end on May 31, 2011. By mutual agreement this contract may be extended for a period of up to one additional year.

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.
- Approval by the CIO/Commissioner DII is **not** 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 canceled by either party by giving written notice at least 30 days in advance; in case of cancellation, payment will be made only for work completed prior to notice of contract cancellation.

8. Attachments: This contract consists of 41 pages including the following attachments that are incorporated herein:

- Attachment A - Specifications of Work to be Performed
- Attachment B - Payment Provisions
- Attachment C - Customary State Contract Provisions
- Attachment D - Certificate of Insurances
- Attachment E - Business Associates Agreement

Attachment F -- AHS Other Contractual Provisions
Attachment G -- Contract CD

<u>Folder</u>	<u>Names of File</u>
RFP	1. State of Vermont Request for Proposals for Claims Analysis and Post Payment Review 11/5/07 2. Responses to Written Questions and Answers 12/14/07
Proposal	1. Ingenix Technical Proposal 01/04/08 2. Ingenix Cost Proposal 01/04/08

The order of precedence of documents shall be as follows:

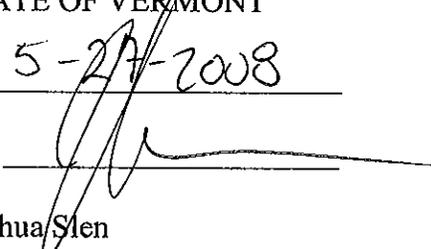
- 1). This document
- 2). Attachment C
- 3). Attachment A
- 4). Attachment B
- 5). Attachment E
- 6). Attachment F
- 7). Attachment G -- CD Files

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8). Attachment D	

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

by the STATE OF VERMONT

Date: 5-27-2008

Signature: 

Name: Joshua Sten
Director
Office of Vermont Health Access

by the CONTRACTOR

Date: 5-23-08

Signature: 

Name: Lee D. Valenta
Chief Operating Officer
Ingenix is a wholly-owned subsidiary of
UnitedHealth Group Corporation
Fed. ID. #41-185498

ATTACHMENT A
Specifications of Work to be Performed

I. OVERVIEW

The Contractor will provide Claims Data Analysis for Post Payment Review for Medicaid medical and institutional adjudicated claims which are processed through the State's fiscal intermediary EDS; Medicaid pharmacy claims which are adjudicated through MedMetrics the State's contracted Pharmacy Benefits Administrator (PBA) and transmitted weekly to EDS for provider payment; and other data systems which are a depository for other Medicaid adjudicated claims.

All terms and conditions included in the Request for Proposals (RFP), the Contractor's (Ingenix/HWT) proposal in response to the RFP, subsequent other documentation submitted by the Contractor (Ingenix/HWT) to the State between January 4, 2008 and April 4, 2008, are binding and considered part of this contract. These documents are included as Attachment G of this contract.

II. GENERAL DELIVERABLES

The Contractor shall use a proprietary web-based electronic data system. The Contractor will analyze adjudicated claims and provide regular reports to the State for post payment review activities.

The parties agree that all results of data analysis and reports thereof generated and delivered under this contract are the exclusive property of the State. The underlying data transferred to the Contractor pursuant to Section IX below shall remain the exclusive property of the State. The Contractor shall not use such data, results or reports for any purpose other than to provide services to the State without the express written consent of the State.

The algorithms, models and other methods of analysis previously developed by the Contractor and deployed to the State remain the property of the Contractor. No proprietary electronic data system, software or data will be developed, delivered, or purchased by the State under this contract.

Any new algorithms, models and other methods of analysis developed by the Contractor pursuant to this contract will be owned by the State; however nothing in this contract shall prohibit or otherwise restrict the rights of the Contractor to create or deploy similar algorithms, models or methods of analyses for other clients of the Contractor.

III. Contractors Tasks from the RFP:

The Contractor will be responsible for the following activities:

1. Modeling Medicaid claims data based on plan design and the PDL (for pharmacy claims) to determine if claims were processed correctly as submitted.
2. Evaluating claims to determine whether providers submitted claims appropriately.

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3. On a claim-by-claim basis, identifying claims as they adjudicated and as they should have adjudicated.
4. Become knowledgeable about the State's program designs, coverage packages, cost sharing, claims processing system, covered populations, and policies, procedures, and processing instructions.
5. Become knowledgeable about the State's PDL (generally revised monthly) as it applies to the claims data in question.
6. Interact and collaborate with designated staff at OVHA, including both internal and external OVHA partners.
7. Analyze the State's adjudicated claims for the period of July 1, 2004 through June 30, 2007, and additional years as they become available over the term of the contract, to identify improper adjudicated claims processing (based on plan design and PDL in effect at the time for pharmacy claims).
8. Provide detailed reports on the scope of audit findings and present recommendations for recovery of overpayments or management of underpayments.
9. Work collaboratively with OVHA and designated staff to identify, examine and test selected controls designed to prevent or detect improper Medicaid payments.
10. Based on findings and outcomes from analyzing adjudicated claims the Contractor will work with the State staff to provide recommendation for policy modifications and claims processing procedures.

IV. Contractor's Project Work Approach

Over the course of the three-year contract, the Contractor will maintain a data warehouse, implement claims data analyses (mutually agreed upon algorithm and model results) and provide the State with recommendations based on their findings. Below is a description of Contract milestones:

Step 1 – Project Work Plan. The Contractor and the State will determine the exact scope of analysis work to be undertaken, as well as carefully plan the analysis projects and determine the timeframes for deliverables for the duration of the project, and the type of reports and their schedule of delivery from the Contractor. The work plan will be validated, refined and modified during the project planning discussions with the State to make sure resources and plans are adequate to meet the State's requirements and deliver significant value. The result of this step will serve as the measurement template and for the coordination for multiple concurrent tasks for the project.

Step 2a – Policy Review & Validation Workshop. The Contractor's subject matter experts will complete a thorough review of the State's policies and procedures. The Contractor, working closely with State staff, will focus on validating the viability of Contractor's algorithms in the areas of focus. These activities will include:

- Gain an in depth understanding of the State's overall business and operational environment related to the processing and payment of healthcare claims. Specific areas of interest include the State's benefit offerings, medical policy administration, reimbursement mechanisms, payment practices, and system edits.
- Assess the extent to which other State initiatives will or will not be successful in this particular environment.
- Consulting with State personnel to tap their expertise regarding program

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vulnerabilities, aberrant provider behaviors, or other claims review/overpayment recovery opportunities and customizing the data mining activities to specific State rules, policies and procedures.

The Contractor will hold a Validation Workshop with critical State stakeholders for the purpose of:

- Educating Contractor as much as necessary about the payment and provider landscape and the content of claims data;
- Analyzing in depth the various algorithms and models for the purpose of determining which would be the most beneficial to deploy for the State. As a result, the Contractor will present a “Roadmap”, which will contain recommendations on the specific analysis areas for the State to begin achieving their objectives.

Step 2b – Acquire Claims Data. Concurrent with the Policy Review step above, the State will provide the Contractor with adjudicated claims data, and other relevant data the Contractor requires to conduct its data mining analysis and reporting work. The State will provide the Contractor with any available documentation (data dictionaries, data layouts, etc.) needed to facilitate the Contractor’s creation of its data warehouse. The State will provide a point of contact to the Contractor to answer any technical and data content questions.

Step 3 - Delivery of Results. Once Step 2 is completed and the data has been validated by the State, EDS the fiscal intermediary, MedMetrics the PBA, the Contractor will develop and deliver the results of its algorithms and other analytics designed to detect inappropriate payments in the areas selected in Step 2a of the “Roadmap”. The key output of the algorithmic data analysis will be draft data “Results Sets”. The Contractor will present the findings to the State’s team and will work collaboratively on the validation of findings. The validation process needs to ensure the highest level of audit quality and will allow feedback and interaction with knowledgeable the State staff. The Contractor will deliver results to the State in an agreed upon format. The Contractor and the State will set up and maintain a dedicated secure FTP server, where both the Contractor and the State staff can post, store and exchange any sort of documents needed during the course of the contract.

Step 4 - Ongoing Activities.

Incremental Data Loads & Maintenance. In order to make sure that the most current data is readily available to the Contractor for claims data analysis and post payment review activities, the State will send the Contractor regular data updates on an agreed upon schedule. This will require collaborative work to determine the recurring schedule and format of data updates, and develop the processes and scripting for the on-going cleansing and transformation of the updates, as well as a set of quality assurance controls to make sure of proper reconciliation with data already existing in the repository.

Project Status Reports. Regular project status report/minutes will be created by the Contractor for delivery to the State on a weekly schedule. This report will provide a regular update on progress for the State and capture progress against key milestones, important issues and risks, project metrics, project financials, and external dependencies.

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As a measure to support decision making, the Contractor will provide the State with standard reports on a regular basis. As requested by the State, the Contractor will also provide ad hoc reports in a timely manner upon the receipt of any such request made by the State.

Project Meetings. The Contractor and the State will determine an appropriate schedule of regular status meetings. These types of meetings will include: Regular Meetings/Conference Calls and Quarterly and Annual meetings briefing current and previous projects and defining future projects in terms of goals and milestones.

Recovery Activities. If the State decides to move forward with the optional recovery services described in the Contractor's response to the RFP, the Contractor will amend the work plan to incorporate the scope of work for those services.

V. Performance Standards for the Contractor (Ingenix/HWT) will include the following:

1. Evaluate all claim types and categories of service as identified by OVHA for state fiscal years 2005 through 2010 (July 1 through June 30) according to the following time frames:
 - a. 2005-2006: No later than March 31, 2009
 - b. 2007-2008: No later than February 28, 2010
 - c. 2009-2010: No later than January 31, 2011

This schedule recognizes that in year 1 of this contract the Contractor will require additional time to familiarize itself with Vermont Medicaid claims, but expects increasing expertise in year 2 and 3.

2. Produce the following reports:
 - a. Monthly status report due by the 10th of the following month. This is a point in time monthly activity report by review period (2005-2006, 2007-2008, and 2009-2010) and claim type, minimally reporting number of claims to be reviewed, the number reviewed the number in error by error types, value of claims, and disposition of any claims adjusted, recovered, and/or underpaid. Final design of the report will be determined by OVHA in discussion with the Contractor.
 - b. Review period (2005-2006, 2007-2008, and 2009-2010) report due by the 10th the month following the deadline for that review period. This is a summary report of review period activity by review period (2005-2006, 2007-2008, and 2009-2010) and claim type including number reviewed, number in error by error types, value of claims, and disposition of any claims adjusted, recovered, and/or underpaid. Final design of report will be determined by OVHA in discussion with the Contractor.
 - c. Additional reports as determined by the State in discussion with the Contractor within agreed upon time frames.
3. Provide timely response to the State and its designated staff within 2 business days.
4. Establish and maintain good working relations with the State and its contractors.
5. Assure all necessary and appropriate safeguards in the handling of the State's data.
6. Prepare a State specific disaster recovery plan and business continuity plan during the implementation phase of the contract and maintain it during the term of this contract. Assure backups of Medicaid information and data on no less than a weekly basis.

VI. ADMINISTRATIVE PROVISIONS

The Contractor shall request and receive approval from the State in advance of distribution of any materials with claims content.

At a minimum, the contractor shall collaborate and integrate its activities with the State's initiatives and partners:

- Medicaid Management Information System (MMIS) contractor – Claims processing, fiscal agent services, and provider relations
- PBA – Pharmacy Benefits Administrator
- Member services contractor
- OVHA's Care Coordination (CC) Program
- Blueprint for Health Goals and Activities
- Population Selection and Program Monitoring partner

The work enacted for this contract should adhere to the National Institute of Standards and Technology (NIST) Special Publication 800-53 rev 2 recommended security controls, moderate impact baseline (<http://csrc.nist.gov/publications/nistpubs/800-53-Rev2/sp800-53-rev2-annex2.pdf> with exception to CA-6 Security Accreditation) or equivalent security framework. The Contractor's equivalent security framework is ISO 27002.

V. ELECTRONIC AND DATA REQUIREMENTS

At a minimum, the Contractor must meet the following electronic and data requirements:

- The Contractor shall provide data in a timely manner to the State in compliance with the performance standards outlined in Performance Standards V.
- The Contractor shall accept data in a mutually acceptable electronic format using secure transfer processes. Data sources to include but not limited to the State, the MMIS contractor, and the PBA contractor.

IX. STATE RESPONSIBILITIES

The State shall assume the following responsibilities with regard to this contract:

1. Designate a Project Manager to represent the State on all matters pertaining to the contract, including monitoring the Contractor's compliance with contract terms, monitoring the Contractor's progress and quality improvement initiatives, and resolving issues related to program implementation and operation.
2. Notify the Contractor in a timely manner of all pertinent changes in State policy, procedures or operational systems that affect or depend upon Contractor operations or activities.
3. Provide the Contractor, in a timely manner, any information regarding State or federal regulations, policies or statutes, or changes thereof, which are relevant to the Contractor's

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performance.

4. Provide the Contractor with information and otherwise assist the Contractor in responding to complex inquiries from clients regarding State policies.
5. Provide the Contractor with electronic files according to a frequency schedule, transmission method, and file formats and specifications defined by State and the Contractor. These files will include:
 - a. Eligibility files of all Vermont Medicaid program enrollees.
 - b. Claims files on all Vermont program enrollees.
 - c. Reference files identifying data on all Vermont claims (e.g., procedure codes, national drug codes, diagnosis codes, etc.)
 - d. Vermont Medicaid enrolled provider lists.
6. Provide technical assistance in resolving problems associated with data exchanges between the Contractor and the State or its vendors.
7. Provide the Contractor any other information that the State deems relevant in order to fulfill the duties required by this contract.
8. Reimburse the Contractor on a monthly basis in accordance with procedures defined in the contract, upon receipt of a properly completed invoice.

APPENDIX I
 OVHA PROJECT WORK PLAN

Project Start Date: 06/01/08

Project Finish Date: 5/31/11

Tasks

ID	Task Name	Duration	Start Date	Finish Date
30	PHASE I -- Project Startup Activities	38 days	Mon 6/2/08	Wed 7/23/08
31	Schedule on-site meeting	2 days	Mon 6/2/08	Tue 6/3/08
32	Discuss scope of work & project goals	2 days	Mon 6/2/08	Tue 6/3/08
33	Assessment of Current OVHA Capabilities	4 days	Mon 6/2/08	Thu 6/5/08
34	Review OVHA current fraud, abuse detection processes & procedures	4 days	Mon 6/2/08	Thu 6/5/08
35	Preliminary assessment of needs	4 days	Mon 6/2/08	Thu 6/5/08
36	Prepare for Policy/Vulnerability Analysis Workshop	6 days	Mon 6/2/08	Mon 6/9/08
37	Policy Review	5 days	Mon 6/2/08	Fri 6/6/08
38	Ingenix to share with OVHA draft Vulnerability Analysis	1 day	Mon 6/9/08	Mon 6/9/08
39	Identify Cross-Functional Team Members for Validation Workshop	6 days	Mon 6/2/08	Mon 6/9/08
40	Identify team member availability and set a date for Onsite Workshop	6 days	Mon 6/2/08	Mon 6/9/08
41	Invitations to Workshop Participants	6 days	Mon 6/2/08	Mon 6/9/08
42	Conduct Validation Workshop	2 days	Mon 6/9/08	Tue 6/10/08
43	Brief Team on algorithm library	2 days	Mon 6/9/08	Tue 6/10/08
44	Review Draft Vulnerability Analysis	1 day	Mon 6/9/08	Mon 6/9/08
45	Identify/Contact subject matter experts	1 day	Mon 6/9/08	Mon 6/9/08
46	Ingenix Revise/Finalize Draft Vulnerability Analysis	1 day	Mon 6/9/08	Mon 6/9/08
47	Review revised Vulnerability Analysis	1 day	Mon 6/9/08	Mon 6/9/08
48	OVHA Program Manager Review and approve Vulnerability Analysis	1 day	Mon 6/9/08	Mon 6/9/08
49	Initial Data Warehouse Activities	38 days	Mon 6/2/08	Wed 7/23/08
50	Identify key technical team members	1 day	Mon 6/2/08	Mon 6/2/08
51	Initial Data Volume Assessment	2 days	Mon 6/2/08	Tue 6/3/08
52	Schedule preliminary data discussion	1 day	Mon 6/2/08	Mon 6/2/08
53	Define and establish data environment (volume, claim types, etc)	1 day	Tue 6/3/08	Tue 6/3/08
54	Initial Data Load Activities	15 days	Mon 6/2/08	Fri 6/20/08
55	Discuss data format and exchange protocols	1 day	Mon 6/2/08	Mon 6/2/08
56	Create data loading scripts	14 days	Tue 6/3/08	Fri 6/20/08
57	Test Data Load	20 days	Wed 6/4/08	Tue 7/1/08
58	Coordinate timeframes for test file transfer	2 days	Wed 6/4/08	Thu 6/5/08

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59	Acquire test files from OVHA to perform initial data load	2 days	Fri 6/6/08	Mon 6/9/08
60	Test & Debug	14 days	Mon 6/9/08	Thu 6/26/08
61	Ingenix to send OVHA test results for validation	1 day	Thu 6/26/08	Thu 6/26/08
62	OVHA to validate results	3 days	Fri 6/27/08	Tue 7/1/08
63	Reversal Logic	7 days	Tue 7/1/08	Wed 7/9/08
64	Final Load Cycle Activities	11 days	Wed 7/9/08	Wed 7/23/08
65	Coordinate timeframes for full data transfer	1 day	Wed 7/9/08	Wed 7/9/08
66	Receive full data load from OVHA	2 days	Thu 7/10/08	Fri 7/11/08
67	Ingenix to load received data	7 days	Fri 7/11/08	Mon 7/21/08
68	Ingenix to send OVHA test results for validation	1 day	Mon 7/21/08	Mon 7/21/08
69	OVHA validates	3 days	Mon 7/21/08	Wed 7/23/08
70	June 2008 Deliverables	27 days	Wed 6/4/08	Thu 7/10/08
71	Conduct Validation Workshop	1 day	Mon 6/30/08	Mon 6/30/08
72	Complete database design activities and commence data loads	1 day	Mon 6/30/08	Mon 6/30/08
73	Submit Monthly Report of contract activities	27 days	Wed 6/4/08	Thu 7/10/08
74	July 2008 Deliverables	29 days	Tue 7/1/08	Fri 8/8/08
75	Complete initial data load activities and submit QA report	1 day	Thu 7/31/08	Thu 7/31/08
76	Deliver Vulnerability Analysis and Algorithm Roadmap	1 day	Thu 7/31/08	Thu 7/31/08
77	Submit Monthly Report of contract activities	29 days	Tue 7/1/08	Fri 8/8/08
78	PHASE II -- Roadmap	43 days	Fri 8/1/08	Tue 9/30/08
79	Customize first group of prioritized algorithms from Vulnerability Analysis	4 days	Fri 8/1/08	Wed 8/6/08
80	Develop first group of algorithms	7 days	Thu 8/7/08	Fri 8/15/08
81	Review and validation of first group	3 days	Mon 8/18/08	Wed 8/20/08
82	Input changes into algorithms and data analysis for first group	3 days	Thu 8/21/08	Mon 8/25/08
83	Review and validate results for first group	5 days	Mon 8/25/08	Fri 8/29/08
84	Presentation of Findings	1 day	Tue 9/30/08	Tue 9/30/08
85	Incremental Data Loads & Maintenance	21 days	Fri 8/1/08	Fri 8/29/08
86	Activities to be discussed	21 days	Fri 8/1/08	Fri 8/29/08
87	August 2008 Deliverable	29 days	Fri 8/1/08	Wed 9/10/08
88	Deliver initial algorithm results as described in Algorithm Roadmap	21 days	Fri 8/1/08	Fri 8/29/08
89	Deliver monthly QA report detailing any incremental data loads undertaken	21 days	Fri 8/1/08	Fri 8/29/08
90	Submit Monthly Report of contract activities	29 days	Fri 8/1/08	Wed 9/10/08
91	September 2008 Deliverable	30 days	Mon 9/1/08	Fri 10/10/08
92	Deliver initial algorithm results as described in Algorithm Roadmap	8 days	Mon 9/1/08	Wed 9/10/08
93	Deliver monthly QA report detailing any incremental data loads undertaken	4 days	Mon 9/1/08	Thu 9/4/08

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94	Submit Monthly Report of contract activities, including revised Algorithm roadmap	30 days	Mon 9/1/08	Fri 10/10/08
95	October 2008 Deliverable	29 days	Wed 10/1/08	Mon 11/10/08
96	Deliver initial algorithm results as described in Algorithm Roadmap	22 days	Wed 10/1/08	Thu 10/30/08
97	Deliver monthly QA report detailing any incremental data loads undertaken	22 days	Wed 10/1/08	Thu 10/30/08
98	Submit Quarterly Report of activities undertaken in Q1	29 days	Wed 10/1/08	Mon 11/10/08
99	November 2008 Deliverable	28 days	Mon 11/3/08	Wed 12/10/08
100	Deliver initial algorithm results as described in Algorithm Roadmap	20 days	Mon 11/3/08	Fri 11/28/08
101	Deliver monthly QA report detailing any incremental data loads undertaken	20 days	Mon 11/3/08	Fri 11/28/08
102	Submit Monthly Report of contract activities	28 days	Mon 11/3/08	Wed 12/10/08
103	December 2008 Deliverable	30 days	Mon 12/1/08	Fri 1/9/09
104	Deliver initial algorithm results as described in Algorithm Roadmap	23 days	Mon 12/1/08	Wed 12/31/08
105	Deliver monthly QA report detailing any incremental data loads undertaken	23 days	Mon 12/1/08	Wed 12/31/08
106	Submit Monthly Report of contract activities, including revised Algorithm roadmap	30 days	Mon 12/1/08	Fri 1/9/09
107	January 2009 Deliverable	29 days	Thu 1/1/09	Tue 2/10/09
108	Deliver initial algorithm results as described in Algorithm Roadmap	21 days	Fri 1/2/09	Fri 1/30/09
109	Deliver monthly QA report detailing any incremental data loads undertaken	21 days	Thu 1/1/09	Thu 1/29/09
110	Submit Quarterly Report of activities undertaken in Q2	29 days	Thu 1/1/09	Tue 2/10/09
111	February 2009 Deliverable	27 days	Mon 2/2/09	Tue 3/10/09
112	Deliver initial algorithm results as described in Algorithm Roadmap	20 days	Mon 2/2/09	Fri 2/27/09
113	Deliver monthly QA report detailing any incremental data loads undertaken	20 days	Mon 2/2/09	Fri 2/27/09
114	Submit Monthly Report of contract activities	27 days	Mon 2/2/09	Tue 3/10/09
115	March 2009 Deliverable	30 days	Mon 3/2/09	Fri 4/10/09
116	Deliver initial algorithm results as described in Algorithm Roadmap	22 days	Mon 3/2/09	Tue 3/31/09
117	Deliver monthly QA report detailing any incremental data loads undertaken	22 days	Mon 3/2/09	Tue 3/31/09
118	Submit Monthly Report of contract activities, including revised Algorithm roadmap	30 days	Mon 3/2/09	Fri 4/10/09
119	April 2009 Deliverable	31 days	Mon 3/30/09	Mon 5/11/09
120	Deliver initial algorithm results as described in Algorithm Roadmap	22 days	Wed 4/1/09	Thu 4/30/09
121	Deliver monthly QA report detailing any incremental data loads undertaken	22 days	Wed 4/1/09	Thu 4/30/09

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122	Submit Review Period: 2005-2006 Report	10 days	Mon 3/30/09	Fri 4/10/09
123	Submit Quarterly Report of activities undertaken in Q3	29 days	Wed 4/1/09	Mon 5/11/09
124	May 2009 Deliverable	29 days	Fri 5/1/09	Wed 6/10/09
125	Deliver initial algorithm results as described in Algorithm Roadmap	21 days	Fri 5/1/09	Fri 5/29/09
126	Deliver monthly QA report detailing any incremental data loads undertaken	21 days	Fri 5/1/09	Fri 5/29/09
127	Submit Monthly Report of contract activities	29 days	Fri 5/1/09	Wed 6/10/09
128	CONTRACT TERM YEAR 2	269 days	Mon 6/1/09	Thu 6/10/10
129	June 2009 Deliverable	30 days	Mon 6/1/09	Fri 7/10/09
130	Deliver initial algorithm results as described in Algorithm Roadmap	22 days	Mon 6/1/09	Tue 6/30/09
131	Deliver monthly QA report detailing any incremental data loads undertaken	22 days	Mon 6/1/09	Tue 6/30/09
132	Submit Monthly Report of contract activities, including revised Algorithm roadmap	23 days	Wed 6/10/09	Fri 7/10/09
133	July 2009 Deliverable	29 days	Wed 7/1/09	Mon 8/10/09
134	Deliver initial algorithm results as described in Algorithm Roadmap	22 days	Wed 7/1/09	Thu 7/30/09
135	Deliver monthly QA report detailing any incremental data loads undertaken	22 days	Wed 7/1/09	Thu 7/30/09
136	Submit FY2009 Annual Report	29 days	Wed 7/1/09	Mon 8/10/09
137	August 2009 Deliverable	29 days	Mon 8/3/09	Thu 9/10/09
138	Deliver initial algorithm results as described in Algorithm Roadmap	21 days	Mon 8/3/09	Mon 8/31/09
139	Deliver monthly QA report detailing any incremental data loads undertaken	21 days	Mon 8/3/09	Mon 8/31/09
140	Submit Monthly Report of contract activities	29 days	Mon 8/3/09	Thu 9/10/09
141	September 2009 Deliverable	29 days	Tue 9/1/09	Fri 10/9/09
142	Deliver initial algorithm results as described in Algorithm Roadmap	22 days	Tue 9/1/09	Wed 9/30/09
143	Deliver monthly QA report detailing any incremental data loads undertaken	22 days	Tue 9/1/09	Wed 9/30/09
144	Submit Monthly Report of contract activities, including revised Algorithm roadmap	29 days	Tue 9/1/09	Fri 10/9/09
145	October 2009 Deliverable	29 days	Thu 10/1/09	Tue 11/10/09
146	Deliver initial algorithm results as described in Algorithm Roadmap	22 days	Thu 10/1/09	Fri 10/30/09
147	Deliver monthly QA report detailing any incremental data loads undertaken	22 days	Thu 10/1/09	Fri 10/30/09
148	Submit Quarterly Report of activities undertaken in Q1	29 days	Thu 10/1/09	Tue 11/10/09
149	November 2009 Deliverable	29 days	Mon 11/2/09	Thu 12/10/09
150	Deliver initial algorithm results as described in Algorithm Roadmap	20 days	Mon 11/2/09	Fri 11/27/09
151	Deliver monthly QA report detailing any incremental	20 days	Mon 11/2/09	Fri 11/27/09

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	data loads undertaken			
152	Submit Monthly Report of contract activities	29 days	Mon 11/2/09	Thu 12/10/09
153	December 2009 Deliverable	30 days	Tue 12/1/09	Mon 1/11/10
154	Deliver initial algorithm results as described in Algorithm Roadmap	23 days	Tue 12/1/09	Thu 12/31/09
155	Deliver monthly QA report detailing any incremental data loads undertaken	23 days	Tue 12/1/09	Thu 12/31/09
156	Submit Monthly Report of contract activities, including revised Algorithm roadmap	30 days	Tue 12/1/09	Mon 1/11/10
157	January 2010 Deliverable	29 days	Fri 1/1/10	Wed 2/10/10
158	Deliver initial algorithm results as described in Algorithm Roadmap	21 days	Fri 1/1/10	Fri 1/29/10
159	Deliver monthly QA report detailing any incremental data loads undertaken	21 days	Fri 1/1/10	Fri 1/29/10
160	Submit Quarterly Report of activities undertaken in Q2	29 days	Fri 1/1/10	Wed 2/10/10
161	February 2010 Deliverable	28 days	Mon 2/1/10	Wed 3/10/10
162	Deliver initial algorithm results as described in Algorithm Roadmap	20 days	Mon 2/1/10	Fri 2/26/10
163	Deliver monthly QA report detailing any incremental data loads undertaken	20 days	Mon 2/1/10	Fri 2/26/10
164	Submit Monthly Report of contract activities	28 days	Mon 2/1/10	Wed 3/10/10
165	March 2010 Deliverable	31 days	Fri 2/26/10	Fri 4/9/10
166	Deliver initial algorithm results as described in Algorithm Roadmap	23 days	Mon 3/1/10	Wed 3/31/10
167	Deliver monthly QA report detailing any incremental data loads undertaken	23 days	Mon 3/1/10	Wed 3/31/10
168	Submit Review Period: 2006-2007 Report	9 days	Fri 2/26/10	Wed 3/10/10
169	Submit Monthly Report of contract activities	30 days	Mon 3/1/10	Fri 4/9/10
170	April 2010 Deliverable	28 days	Thu 4/1/10	Mon 5/10/10
171	Deliver initial algorithm results as described in Algorithm Roadmap	22 days	Thu 4/1/10	Fri 4/30/10
172	Deliver monthly QA report detailing any incremental data loads undertaken	22 days	Thu 4/1/10	Fri 4/30/10
173	Submit Quarterly Report of activities undertaken in Q3	28 days	Thu 4/1/10	Mon 5/10/10
174	May 2010 Deliverable	29 days	Mon 5/3/10	Thu 6/10/10
175	Deliver initial algorithm results as described in Algorithm Roadmap	21 days	Mon 5/3/10	Mon 5/31/10
176	Deliver monthly QA report detailing any incremental data loads undertaken	21 days	Mon 5/3/10	Mon 5/31/10
177	Submit Monthly Report of contract activities	29 days	Mon 5/3/10	Thu 6/10/10
178	CONTRACT TERM YEAR 3	261 days	Tue 6/1/10	Tue 5/31/11
179	June 2010 Deliverable	29 days	Tue 6/1/10	Fri 7/9/10
180	Deliver initial algorithm results as described in Algorithm Roadmap	22 days	Tue 6/1/10	Wed 6/30/10

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181	Deliver monthly QA report detailing any incremental data loads undertaken	22 days	Tue 6/1/10	Wed 6/30/10
182	Submit Monthly Report of contract activities, including revised Algorithm roadmap	29 days	Tue 6/1/10	Fri 7/9/10
183	July 2010 Deliverable	29 days	Thu 7/1/10	Tue 8/10/10
184	Deliver initial algorithm results as described in Algorithm Roadmap	22 days	Thu 7/1/10	Fri 7/30/10
185	Deliver monthly QA report detailing any incremental data loads undertaken	22 days	Thu 7/1/10	Fri 7/30/10
186	Submit FY2010 Annual Report	29 days	Thu 7/1/10	Tue 8/10/10
187	August 2010 Deliverable	30 days	Mon 8/2/10	Fri 9/10/10
188	Deliver initial algorithm results as described in Algorithm Roadmap	22 days	Mon 8/2/10	Tue 8/31/10
189	Deliver monthly QA report detailing any incremental data loads undertaken	22 days	Mon 8/2/10	Tue 8/31/10
190	Submit Monthly Report of contract activities	30 days	Mon 8/2/10	Fri 9/10/10
191	September 2010 Deliverable	29 days	Wed 9/1/10	Mon 10/11/10
192	Deliver initial algorithm results as described in Algorithm Roadmap	22 days	Wed 9/1/10	Thu 9/30/10
193	Deliver monthly QA report detailing any incremental data loads undertaken	22 days	Wed 9/1/10	Thu 9/30/10
194	Submit Monthly Report of contract activities, including revised Algorithm roadmap	29 days	Wed 9/1/10	Mon 10/11/10
195	October 2010 Deliverable	29 days	Fri 10/1/10	Wed 11/10/10
196	Deliver initial algorithm results as described in Algorithm Roadmap	21 days	Fri 10/1/10	Fri 10/29/10
197	Deliver monthly QA report detailing any incremental data loads undertaken	21 days	Fri 10/1/10	Fri 10/29/10
198	Submit Quarterly Report of activities undertaken in Q1	29 days	Fri 10/1/10	Wed 11/10/10
199	November 2010 Deliverable	30 days	Mon 11/1/10	Fri 12/10/10
200	Deliver initial algorithm results as described in Algorithm Roadmap	20 days	Mon 11/1/10	Fri 11/26/10
201	Deliver monthly QA report detailing any incremental data loads undertaken	20 days	Mon 11/1/10	Fri 11/26/10
202	Submit Monthly Report of contract activities	30 days	Mon 11/1/10	Fri 12/10/10
203	December 2010 Deliverable	29 days	Wed 12/1/10	Mon 1/10/11
204	Deliver initial algorithm results as described in Algorithm Roadmap	23 days	Wed 12/1/10	Fri 12/31/10
205	Deliver monthly QA report detailing any incremental data loads undertaken	23 days	Wed 12/1/10	Fri 12/31/10
206	Submit Monthly Report of contract activities, including revised Algorithm roadmap	29 days	Wed 12/1/10	Mon 1/10/11
207	January 2011 Deliverable	29 days	Mon 1/3/11	Thu 2/10/11
208	Deliver initial algorithm results as described in Algorithm Roadmap	21 days	Mon 1/3/11	Mon 1/31/11
209	Deliver monthly QA report detailing any incremental	21 days	Mon 1/3/11	Mon 1/31/11

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	data loads undertaken			
210	Submit Quarterly Report of activities undertaken in Q2	29 days	Mon 1/3/11	Thu 2/10/11
211	February 2011 Deliverable	30 days	Fri 1/28/11	Thu 3/10/11
212	Deliver initial algorithm results as described in Algorithm Roadmap	20 days	Tue 2/1/11	Mon 2/28/11
213	Deliver monthly QA report detailing any incremental data loads undertaken	20 days	Tue 2/1/11	Mon 2/28/11
214	Submit Review Period: 2009-2010 Report	10 days	Fri 1/28/11	Thu 2/10/11
215	Submit Monthly Report of contract activities	28 days	Tue 2/1/11	Thu 3/10/11
216	March 2011 Deliverable	30 days	Tue 3/1/11	Mon 4/11/11
217	Deliver initial algorithm results as described in Algorithm Roadmap	23 days	Tue 3/1/11	Thu 3/31/11
218	Deliver monthly QA report detailing any incremental data loads undertaken	23 days	Tue 3/1/11	Thu 3/31/11
219	Submit Monthly Report of contract activities	30 days	Tue 3/1/11	Mon 4/11/11
220	April 2011 Deliverable	28 days	Fri 4/1/11	Tue 5/10/11
221	Deliver initial algorithm results as described in Algorithm Roadmap	23 days	Fri 4/1/11	Tue 5/3/11
222	Deliver monthly QA report detailing any incremental data loads undertaken	23 days	Fri 4/1/11	Tue 5/3/11
223	Submit Quarterly Report of activities undertaken in Q3	28 days	Fri 4/1/11	Tue 5/10/11
224	May 2011 Deliverable	22 days	Mon 5/2/11	Tue 5/31/11
225	Deliver initial algorithm results as described in Algorithm Roadmap	22 days	Mon 5/2/11	Tue 5/31/11
226	Deliver monthly QA report detailing any incremental data loads undertaken	22 days	Mon 5/2/11	Tue 5/31/11
227	Submit Final Report	22 days	Mon 5/2/11	Tue 5/31/11

** Please note the columns – duration, start date and end date are all subject to change and reliant on many aspects of the parties involved such as: client availability, transfer of data, access to subject matter experts, timeliness of approvals and other unanticipated delays. Ingenix makes every effort to make this project moving efficiently with a dedicated Contract Manager. However, in our experience, it is important to clarify this note that when delays do arrive they are unanticipated and Ingenix will work through these issues to continue moving key tasks successfully.

PAYMENT PROVISIONS

- 1) Contractor invoices for claims data analysis and post payment review services shall be submitted no more than monthly. The total maximum amount payable under this contract shall not exceed \$1,204,200.00. The costs associated with deliverables and travel costs are outlined on the Payment Schedule, Appendix II. Total service costs are \$1,188,000 and travel expenses are \$16,200.00.
- 2) The Contractor agrees to 10% retainage of each monthly invoice amount to demonstrate full compliance with all requirements and performance standards. The State will authorize the retainage payment within 30 days of the completion of the following:
 - a) Contract completes all work requirements according to work plan appendix and payment schedule appendix.
 - b) Contractor provides that State with all required documentation of completion as described in Attachment A.
 - c) State accepts all documentation provided by the Contractor and authorizes release of the retainage.

Payment for services under this contract is based upon fixed prices rather than upon any specific costs incurred by the Contractor under this contract. The fixed price is represented in Appendix II Payment Schedule. Payments are subject to the successful completion of described deliverables. Payments made under this schedule are subject to audit to verify the successful completion of those described deliverables. In addition, the State shall reimburse the Contractor for travel expenses for up to six on site visits per year. Reimbursement of travel expenses shall not exceed \$900 per person per trip as described in Attachment II Payment Schedule. Actual billed travel expenses are subject to audit. The Contractor will maintain accounting records and other evidence pertaining to costs incurred with respect to these on-site trips.

- 3) Failure to Meet Performance Standards. The Contract may be assessed penalties if the performance standards are not met. Penalties are outlined in the RFP on page 34.
- 4) The contractor will submit monthly bills/invoice for services rendered under this contract to:

Mary Day, Program Integrity Manager
Office of Vermont Health Access
312 Hurricane Lane, Suite 201
Williston, VT 05495-1201

- 5) The State will remit all payments to:

Ingenix
Attention: DeeAnn Jorgensen
P.O. Box 271256
Salt Lake City, Utah 84127-1256

Appendix II Payment Schedule

Month	Deliverables	Payment (-10% Retainage)	Retainage Payment from Previous Month	Total
June 2008	<ul style="list-style-type: none"> Contract Start Up Activities - Conduct On-site Validation Workshop (\$13,000) - Complete Database Design (\$18,000) Submit Monthly Report of contract activities (\$2,000) 	\$29,700	\$3,300	\$33,000
July 2008	<ul style="list-style-type: none"> Contract Start Up Activities - Complete initial data load activities and submit data QA report (\$18,000) - Deliver Vulnerability Analysis and Algorithm Roadmap (\$13,000) Submit Monthly Report of contract activities (\$2,000) 	\$29,700	\$3,300	\$33,000
August 2008	<ul style="list-style-type: none"> Deliver initial algorithm results as described in Algorithm Roadmap (\$13,000) Database maintenance and monthly QA report detailing any incremental data loads undertaken (\$18,000) Submit Monthly Report of contract activities (\$2,000) 	\$29,700	\$3,300	\$33,000
September 2008	<ul style="list-style-type: none"> Deliver algorithm results as described in Algorithm Roadmap (\$13,000) Database maintenance and monthly QA report detailing any incremental data loads undertaken (\$18,000) Submit Monthly Report of contract activities (\$2,000) 	\$29,700	\$3,300	\$33,000
October 2008	<ul style="list-style-type: none"> Deliver algorithm results as described in Algorithm Roadmap (\$13,000) Database maintenance and monthly QA report detailing any incremental data loads undertaken (\$18,000) Submit Monthly Report of contract activities, including revised Algorithm Roadmap (\$2,000) 	\$29,700	\$3,300	\$33,000
November 2008	<ul style="list-style-type: none"> Deliver algorithm results as described in Algorithm Roadmap (\$13,000) Database maintenance and monthly QA report detailing any incremental data loads undertaken (\$18,000) Submit Quarterly Report of activities undertaken in Q1 (\$2,000) 	\$29,700	\$3,300	\$33,000
December 2008	<ul style="list-style-type: none"> Deliver algorithm results as described in Algorithm Roadmap (\$13,000) Database maintenance and monthly QA report detailing any incremental data loads undertaken (\$18,000) Submit Monthly Report of contract activities (\$2,000) 	\$29,700	\$3,300	\$33,000
January 2009	<ul style="list-style-type: none"> Deliver algorithm results as described in Algorithm Roadmap (\$13,000) Database maintenance and monthly QA report detailing any incremental data loads undertaken (\$18,000) Submit Monthly Report of contract activities, including revised Algorithm Roadmap (\$2,000) 	\$29,700	\$3,300	\$33,000
February 2009	<ul style="list-style-type: none"> Deliver algorithm results as described in Algorithm Roadmap (\$13,000) Database maintenance and monthly QA report detailing any incremental data loads undertaken (\$18,000) Submit Quarterly Report of activities undertaken in Q2 (\$2,000) 	\$29,700	\$3,300	\$33,000
March 2009	<ul style="list-style-type: none"> Deliver algorithm results as described in Algorithm Roadmap (\$13,000) Database maintenance and monthly QA report detailing any incremental data loads undertaken (\$18,000) Submit Monthly Report of contract activities (\$2,000) 	\$29,700	\$3,300	\$33,000

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April 2009	<ul style="list-style-type: none"> • Deliver algorithm results as described in Algorithm Roadmap (\$13,000) • Database maintenance and monthly QA report detailing any incremental data loads undertaken (\$18,000) • Submit Monthly Report of contract activities, including revised Algorithm Roadmap (\$2,000) 	\$29,700	\$3,300	\$33,000
May 2009	<ul style="list-style-type: none"> • Deliver algorithm results as described in Algorithm Roadmap (\$13,000) • Database maintenance and monthly QA report detailing any incremental data loads undertaken (\$18,000) • Submit Quarterly Report of activities undertaken in Q3 and Summary Report of Review Period 2005/06 (due by April 10) (\$2,000) 	\$29,700	\$3,300	\$33,000
June 2009	<ul style="list-style-type: none"> • Deliver algorithm results as described in Algorithm Roadmap (\$13,000) • Database maintenance and monthly QA report detailing any incremental data loads undertaken (\$18,000) • Submit Monthly Report of contract activities (\$2,000) 	\$29,700	\$3,300	\$33,000
July 2009	<ul style="list-style-type: none"> • Deliver algorithm results as described in Algorithm Roadmap (\$13,000) • Database maintenance and monthly QA report detailing any incremental data loads undertaken (\$18,000) • Submit Monthly Report of contract activities, including revised Algorithm Roadmap (\$2,000) 	\$29,700	\$3,300	\$33,000
August 2009	<ul style="list-style-type: none"> • Deliver algorithm results as described in Algorithm Roadmap (\$13,000) • Deliver monthly QA report detailing any incremental data loads undertaken (\$18,000) • Submit FY2009 Annual Report (\$2,000) 	\$29,700	\$3,300	\$33,000
September 2009	<ul style="list-style-type: none"> • Deliver algorithm results as described in Algorithm Roadmap (\$13,000) • Database maintenance and monthly QA report detailing any incremental data loads undertaken (\$18,000) • Submit Monthly Report of contract activities (\$2,000) 	\$29,700	\$3,300	\$33,000
October 2009	<ul style="list-style-type: none"> • Deliver algorithm results as described in Algorithm Roadmap (\$13,000) • Database maintenance and monthly QA report detailing any incremental data loads undertaken (\$18,000) • Submit Monthly Report of contract activities, including revised Algorithm Roadmap (\$2,000) 	\$29,700	\$3,300	\$33,000
November 2009	<ul style="list-style-type: none"> • Deliver algorithm results as described in Algorithm Roadmap (\$13,000) • Database maintenance and monthly QA report detailing any incremental data loads undertaken (\$18,000) • Submit Quarterly Report of activities undertaken in Q1 (\$2,000) 	\$29,700	\$3,300	\$33,000
December 2009	<ul style="list-style-type: none"> • Deliver algorithm results as described in Algorithm Roadmap (\$13,000) • Database maintenance and monthly QA report detailing any incremental data loads undertaken (\$18,000) • Submit Monthly Report of contract activities (\$2,000) 	\$29,700	\$3,300	\$33,000
January 2010	<ul style="list-style-type: none"> • Deliver algorithm results as described in Algorithm Roadmap (\$13,000) • Database maintenance and monthly QA report detailing any incremental data loads undertaken (\$18,000) • Submit Monthly Report of contract activities, including revised Algorithm Roadmap (\$2,000) 	\$29,700	\$3,300	\$33,000

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February 2010	<ul style="list-style-type: none"> • Deliver algorithm results as described in Algorithm Roadmap (\$13,000) • Database maintenance and monthly QA report detailing any incremental data loads undertaken (\$18,000) • Submit Quarterly Report of activities undertaken in Q2 (\$2,000) 	\$29,700	\$3,300	\$33,000
March 2010	<ul style="list-style-type: none"> • Deliver algorithm results as described in Algorithm Roadmap (\$13,000) • Database maintenance and monthly QA report detailing any incremental data loads undertaken (\$18,000) • Submit Monthly Report of contract activities (\$2,000) 	\$29,700	\$3,300	\$33,000
April 2010	<ul style="list-style-type: none"> • Deliver algorithm results as described in Algorithm Roadmap (\$13,000) • Database maintenance and monthly QA report detailing any incremental data loads undertaken (\$18,000) • Submit Monthly Report of contract activities and Summary Report of Review Period 2007/08 (due by March 10) (\$2,000) 	\$29,700	\$3,300	\$33,000
May 2010	<ul style="list-style-type: none"> • Deliver algorithm results as described in Algorithm Roadmap (\$13,000) • Database maintenance and monthly QA report detailing any incremental data loads undertaken (\$18,000) • Submit Quarterly Report of activities undertaken in Q3 (\$2,000) 	\$29,700	\$3,300	\$33,000
June 2010	<ul style="list-style-type: none"> • Deliver algorithm results as described in Algorithm Roadmap (\$13,000) • Database maintenance and monthly QA report detailing any incremental data loads undertaken (\$18,000) • Submit Monthly Report of contract activities (\$2,000) 	\$29,700	\$3,300	\$33,000
July 2010	<ul style="list-style-type: none"> • Deliver algorithm results as described in Algorithm Roadmap (\$13,000) • Database maintenance and monthly QA report detailing any incremental data loads undertaken (\$18,000) • Submit Monthly Report of contract activities, including revised Algorithm Roadmap (\$2,000) 	\$29,700	\$3,300	\$33,000
August 2010	<ul style="list-style-type: none"> • Deliver algorithm results as described in Algorithm Roadmap (\$13,000) • Deliver monthly QA report detailing any incremental data loads undertaken (\$18,000) • Submit FY2010 Annual Report (\$2,000) 	\$29,700	\$3,300	\$33,000
September 2010	<ul style="list-style-type: none"> • Deliver algorithm results as described in Algorithm Roadmap (\$13,000) • Database maintenance and monthly QA report detailing any incremental data loads undertaken (\$18,000) • Submit Monthly Report of contract activities (\$2,000) 	\$29,700	\$3,300	\$33,000
October 2010	<ul style="list-style-type: none"> • Deliver algorithm results as described in Algorithm Roadmap (\$13,000) • Database maintenance and monthly QA report detailing any incremental data loads undertaken (\$18,000) • Submit Monthly Report of contract activities, including revised Algorithm Roadmap (\$2,000) 	\$29,700	\$3,300	\$33,000
November 2010	<ul style="list-style-type: none"> • Deliver algorithm results as described in Algorithm Roadmap (\$13,000) • Database maintenance and monthly QA report detailing any incremental data loads undertaken (\$18,000) • Submit Quarterly Report of activities undertaken in Q1 (\$2,000) 	\$29,700	\$3,300	\$33,000

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December 2010	<ul style="list-style-type: none"> • Deliver algorithm results as described in Algorithm Roadmap (\$13,000) • Database maintenance and monthly QA report detailing any incremental data loads undertaken (\$18,000) • Submit Monthly Report of contract activities (\$2,000) 	\$29,700	\$3,300	\$33,000
January 2011	<ul style="list-style-type: none"> • Deliver algorithm results as described in Algorithm Roadmap (\$13,000) • Database maintenance and monthly QA report detailing any incremental data loads undertaken (\$18,000) • Submit Monthly Report of contract activities, including revised Algorithm Roadmap (\$2,000) 	\$29,700	\$3,300	\$33,000
February 2011	<ul style="list-style-type: none"> • Deliver algorithm results as described in Algorithm Roadmap (\$13,000) • Database maintenance and monthly QA report detailing any incremental data loads undertaken (\$18,000) • Submit Quarterly Report of activities undertaken in Q2 (\$2,000) 	\$29,700	\$3,300	\$33,000
March 2011	<ul style="list-style-type: none"> • Deliver algorithm results as described in Algorithm Roadmap (\$13,000) • Database maintenance and monthly QA report detailing any incremental data loads undertaken (\$18,000) • Submit Monthly Report of contract activities and Summary Report of Review Period 2009/10 (due by February 10) (\$2,000) 	\$29,700	\$3,300	\$33,000
April 2011	<ul style="list-style-type: none"> • Deliver algorithm results as described in Algorithm Roadmap (\$13,000) • Database maintenance and monthly QA report detailing any incremental data loads undertaken (\$18,000) • Submit Monthly Report of contract activities (\$2,000) 	\$29,700	\$3,300	\$33,000
May 2011	<ul style="list-style-type: none"> • Deliver algorithm results as described in Algorithm Roadmap (\$13,000) • Database maintenance and monthly QA report detailing any incremental data loads undertaken (\$18,000) • Submit Quarterly Report of activities undertaken in Q3 and Final Project Report (\$2,000) 	\$29,700	\$3,300	\$33,000
	Total Service Costs	\$1,069,200	\$118,800	\$1,188,000
Year 1	Travel Expenses for Project Manager Principal 6 trips at \$900 per trip Kick of Meeting 1 day with 3 individuals			\$5,400
Year 2	Travel Expenses for Project Manager & Principal 6 trips at \$900 per trip			\$5,400
Year 3	Travel Expenses for Project Manager & Principal 6 trips at \$900 per trip			\$5,400
	Total Travel Expenses			\$16,200
	Grand Total Services and Travel Costs			\$1,204,200

ATTACHMENT C
CUSTOMARY STATE CONTRACT PROVISIONS

1. **Entire Agreement.** This contract 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 contract will be governed by the laws of the State of Vermont.
3. **Appropriations.** If this contract extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this contract, the State may cancel at the end of the fiscal year, or otherwise upon the expiration of existing appropriations authority.
4. **No Employee Benefits for Contractors.** The contractor 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 contract. The contractor 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 contractor, and information as to contract income will be provided by the State of Vermont to the Internal Revenue Service and the Vermont Department of Taxes.
5. **Independence, Liability.** The contractor will act in an independent capacity and not as officers or employees of the State. The Contractor shall indemnify, defend, and hold harmless the State and its officers and employees from liability and any claims, suits, judgments, and damages arising as a result of the contractor's acts and/or omissions in the performance of this contract. The contractor 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 contract.
6. **Insurance.** Before commencing work on this contract the contractor must provide certificates of insurance to show that the following minimum coverage is in effect. The contractor must notify the State no more than 10 days after receiving cancellation notice of any required insurance policy. It is the responsibility of the contractor to maintain current certificates of insurance on file with the State through the term of the contract. Failure to maintain the required insurance shall constitute a material breach of this contract.

Workers' Compensation: With respect to all operations performed, the contractor 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 contract, the contractor 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

Automotive Liability: The contractor shall carry automotive liability insurance covering all motor vehicles, including hired and non-owned coverage, used in connection with the contract. Limits of coverage shall not be less than: \$1,000,000 combined single limit.

Professional Liability: Before commencing work on this contract and throughout the term of this contract, the contractor shall procure and maintain professional liability insurance for any and all services performed under this contract, with minimum coverage of 1,000,000 per occurrence.

No warranty is made that the coverage and limits listed herein are adequate to cover and protect the interests of the contractor for the contractor's operations. These are solely minimums that have been established to protect the interests of the State.

7. **Reliance by the State on Representations.** All payments by the State under this contract will be made in reliance upon the accuracy of all prior representations by the contractor, including but not limited to bills, invoices, progress reports and other proofs of work.
8. **Records Available for Audit.** The contractor 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 contract 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 contract.
9. **Fair Employment Practices and Americans with Disabilities Act.** Contractor agrees to comply with the requirement of Title 21 V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable. Contractor 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 contractor under this contract. Contractor further agrees to include this provision in all subcontracts.

10. **Set Off.** The State may set off any sums which the contractor owes the State against any sums due the contractor under this contract; 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.

11. **Taxes Due to the State.**

a. Contractor 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. Contractor certifies under the pains and penalties of perjury that, as of the date the contract 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.

c. Contractor understands that final payment under this contract may be withheld if the Commissioner of Taxes determines that the contractor is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.

d. Contractor also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the contractor has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the contractor has no further legal recourse to contest the amounts due.

12. **Child Support.** (Applicable if the contractor is a natural person, not a corporation or partnership.) Contractor states that, as of the date the contract 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 and is in full compliance with that plan.

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

13. **Subcontractors.** Contractor shall not assign or subcontract the performance of this agreement or any portion thereof to any other contractor without the prior written approval of the State. Contractor also agrees to include in all subcontract agreements a tax certification in accordance with paragraph 11 above.

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

14. **No Gifts or Gratuities.** Contractor shall not give title or possession of any thing of

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substantial value (including property, currency, travel and/or education programs) to any officer or employee of the State during the term of this contract.

15. **Copies.** All written reports prepared under this contract will be printed using both sides of the paper.

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

Revised AHS 04/24/07

ATTACHMENT D Certificate of Insurance

MARSH		CERTIFICATE OF INSURANCE				CERTIFICATE NUMBER CHI-001710253-28
PRODUCER MARSH USA INC. 333 SOUTH 7TH STREET, SUITE 1600 MINNEAPOLIS, MN 55402-2427		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER OTHER THAN THOSE PROVIDED IN THE POLICY. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES DESCRIBED HEREIN.				
401115-UHG-GAWX1-08-09		COMPANIES AFFORDING COVERAGE				
INSURED UNITEDHEALTH GROUP 9900 BREN ROAD E MINNETONKA, MN 55343		COMPANY A FEDERAL INSURANCE CO COMPANY B AMERICAN GUARANTEE & LIABILITY INS CO COMPANY C FIDELITY & GUARANTY INS. CO. COMPANY D DISCOVER PROPERTY & CASUALTY INSURANCE COMPANY				
COVERAGE: This certificate supersedes and replaces any previously issued certificate for the policy period noted below. THIS IS TO CERTIFY THAT POLICIES OF INSURANCE DESCRIBED HEREIN HAVE BEEN ISSUED TO THE INSURED NAMED HEREIN FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THE CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, CONDITIONS AND EXCLUSIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY	3578-68-46	05/01/07	03/01/09	GENERAL AGGREGATE	\$ 3,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS - COM/PROP AGG	\$ 1,000,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				PERSONAL & ADV INJURY	\$ 1,000,000
	OWNER'S & CONTRACTOR'S PROT				EACH OCCURRENCE	\$ 1,000,000
					FIRE DAMAGE (Any one fire)	\$ 1,000,000
					MED EXP (Any one person)	\$ 2,500
A	AUTOMOBILE LIABILITY	7496-74-87 (AOS)	05/01/07	03/01/09	COMBINED SINGLE LIMIT \$ 2,000,000	
	<input checked="" type="checkbox"/> ANY AUTO				7351-15-88 (VA)	05/01/07
	<input type="checkbox"/> ALL OWNED AUTOS	BODILY INJURY (Per accident)	\$			
	<input type="checkbox"/> SCHEDULED AUTOS	PROPERTY DAMAGE \$				
	<input type="checkbox"/> HIRED AUTOS	AUTO ONLY - EA ACCIDENT \$				
	<input type="checkbox"/> NON-OWNED AUTOS	OTHER THAN AUTO ONLY: \$				
GARAGE LIABILITY					EACH ACCIDENT \$	
B	EXCESS LIABILITY	AUC598527900	03/01/08	03/01/09	AGGREGATE \$	
	<input checked="" type="checkbox"/> UMBRELLA FORM				EACH OCCURRENCE	\$ 10,000,000
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM				AGGREGATE \$ 10,000,000	
					\$	
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	D009W00110 (AOS)	03/01/08	03/01/09	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	OTHER
	C	D009W00112 (OR, WI)	03/01/08	03/01/09	EL EACH ACCIDENT \$ 1,000,000	
D	THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE:	<input checked="" type="checkbox"/> INCL	D009W00113 (NJ, NV)	03/01/08	EL DISEASE-POLICY LIMIT \$ 1,000,000	
	C	<input type="checkbox"/> EXCL	D009W00111 (HI)	03/01/08	EL DISEASE-EACH EMPLOYEE \$ 1,000,000	
OTHER						
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS						
CERTIFICATE HOLDER			CANCELLATION			
UNITEDHEALTH GROUP 9900 BREN ROAD E MINNETONKA, MN 55343			SHOULD ANY OF THE POLICIES DESCRIBED HEREIN BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE INSURER AFFORDING COVERAGE WILL ENDEAVOR TO MAIL 45 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED HEREIN, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER AFFORDING COVERAGE, ITS AGENTS OR REPRESENTATIVES, OR THE ISSUER OF THIS CERTIFICATE.			
			AUTHORIZED REPRESENTATIVE Marsh USA Inc. BY: Mary Radaszewski <i>Mary Radaszewski</i>			
			MM1(3/02) VALID AS OF: 03/03/08			

ATTACHMENT D Certificate of Insurance

ADDITIONAL INFORMATION

CHI001710250-28

DATE (MM/DD/YY)

03/03/08

PRODUCER

MARSH USA INC.
333 SOUTH 7TH STREET, SUITE 1600
MINNEAPOLIS, MN 55402-2427

COMPANIES AFFORDING COVERAGE

COMPANY

E N/A

COMPANY

F

401115-UHG-GAWX1-08-09

COMPANY

G

INSURED

UNITEDHEALTH GROUP
9900 BREN ROAD E
MINNETONKA, MN 55343

COMPANY

H

TEXT

D009X00009 (OH) - United States Fidelity & Guaranty Co. - Excess WC - coverage is excess of \$1M SIR each claim

CERTIFICATE HOLDER

UNITEDHEALTH GROUP
9900 BREN ROAD E.
MINNETONKA, MN 55343

Marsh USA Inc.

Mary Radaszewski

Mary Radaszewski

ATTACHMENT D Certificate of Insurance

MARSH **CERTIFICATE OF INSURANCE** CERTIFICATE NUMBER CHI-001768447-00

PRODUCER
 Marsh Management Services Cayman Ltd.
 P.O. Box 1051
 23 Lime Tree Bay Avenue
 Governors Square, Building 4, 2nd Floor
 Grand Cayman KY 1-1102, Cayman Islands

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER OTHER THAN THOSE PROVIDED IN THE POLICY. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES DESCRIBED HEREIN.

COMPANIES AFFORDING COVERAGE

- COMPANY
A H&W INDEMNITY LTD.
- COMPANY
B
- COMPANY
C
- COMPANY
D

401115-Prof-PL08-H&W08

INSURED
 UNITEDHEALTH GROUP
 9900 BREN ROAD E
 MINNETONKA, MN 55343

COVERAGES This certificate upgrades and adds to any previously issued certificate for the policy period noted below. THIS IS TO CERTIFY THAT POLICIES OF INSURANCE DESCRIBED HEREIN HAVE BEEN ISSUED TO THE INSURED NAMED HEREIN FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THE CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, CONDITIONS AND EXCLUSIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT				GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ PERSONAL & ADV INJURY \$ EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ MED EXP (Any one person) \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EACH ACCIDENT \$ AGGREGATE \$
	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL				WC STATUTORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/> EL EACH ACCIDENT \$ EL DISEASE-POLICY LIMIT \$ EL DISEASE-EACH EMPLOYEE \$
A	OTHER PROFESSIONAL LIABILITY / ERRORS & OMISSIONS Retroactive Date: 1-1-77	HW008 01/08	01/01/08	12/31/08	EACH OCCURENCE 10,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

CERTIFICATE HOLDER

UNITEDHEALTH GROUP
 9900 BREN ROAD E
 MINNETONKA, MN 55343

CANCELLATION

SHOULD ANY OF THE POLICIES DESCRIBED HEREIN BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE INSURER AFFORDING COVERAGE WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED HEREIN, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER AFFORDING COVERAGE, ITS AGENTS OR REPRESENTATIVES, OR THE ISSUER OF THIS CERTIFICATE.

MARSH USA INC.

BY:

MM1(3102)

VALID AS OF: 11/14/07

ATTACHMENT D Certificate of Insurance

MARSH **CERTIFICATE OF INSURANCE** **CERTIFICATE NUMBER**
 CHI-001710273-03

PRODUCER
 Marsh USA Inc.
 333 South 7th Street, Suite 1600
 Minneapolis, MN 55402-2400

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER OTHER THAN THOSE PROVIDED IN THE POLICY. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES DESCRIBED HEREIN.

COMPANIES AFFORDING COVERAGE

401115-UHG-CRIME-

COMPANY
A NATIONAL UNION FIRE INS. CO. OF PITTSBURGH, PA

INSURED
 UNITEDHEALTH GROUP
 MAIL ROUTE MN008-T390
 P.O. BOX 1459
 MINNEAPOLIS, MN 55440-1459

COMPANY
B

COMPANY
C

COMPANY
D

COVERAGES This certificate supersedes and replaces any previously issued certificate for the policy period noted below.

THIS IS TO CERTIFY THAT POLICIES OF INSURANCE DESCRIBED HEREIN HAVE BEEN ISSUED TO THE INSURED NAMED HEREIN FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THE CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, CONDITIONS AND EXCLUSIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT				GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ PERSONAL & ADV INJURY \$ EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ MED EXP (Any one person) \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EACH ACCIDENT \$ AGGREGATE \$
	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL				WC STATUTORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/> EL EACH ACCIDENT \$ EL DISEASE-POLICY LIMIT \$ EL DISEASE-EACH EMPLOYEE \$
A	CRIME	741-71-84	05/01/07	05/01/08	LIMIT: \$5,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

CERTIFICATE HOLDER

TO WHOM IT MAY CONCERN

CANCELLATION

SHOULD ANY OF THE POLICIES DESCRIBED HEREIN BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE INSURER AFFORDING COVERAGE WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED HEREIN, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER AFFORDING COVERAGE, ITS AGENTS OR REPRESENTATIVES, OR THE ISSUER OF THIS CERTIFICATE.

MARSH USA INC.

By: Cheryl Crandell

Cheryl Crandell

MM1(3/02)

VALID AS OF: 04/30/07

ATTACHMENT D Certificate of Insurance

MARSH **CERTIFICATE OF INSURANCE** **CERTIFICATE NUMBER CHI-001710423-01**

PRODUCER Marsh USA Inc. 333 South 7th Street, Suite 1600 Minneapolis, MN 55402-2400 401115--D&O-	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER OTHER THAN THOSE PROVIDED IN THE POLICY. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES DESCRIBED HEREIN.
	COMPANIES AFFORDING COVERAGE COMPANY A NATIONAL UNION FIRE INS. CO. OF PITTSBURGH, PA COMPANY B COMPANY C COMPANY D
INSURED UNITEDHEALTH GROUP MAIL ROUTE MN008-T390 P.O. BOX 1459 MINNEAPOLIS, MN 55440-1459	

COVERAGES This certificate supersedes and replaces any previously issued certificate for the policy period noted below.
 THIS IS TO CERTIFY THAT POLICIES OF INSURANCE DESCRIBED HEREIN HAVE BEEN ISSUED TO THE INSURED NAMED HEREIN FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THE CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, CONDITIONS AND EXCLUSIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT				GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ PERSONAL & ADV INJURY \$ EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ MED EXP (Any one person) \$ COMBINED SINGLE LIMIT \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EACH ACCIDENT \$ AGGREGATE \$
	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL				WC STATUTORY LIMITS OTH ER EL EACH ACCIDENT \$ EL DISEASE-POLICY LIMIT \$ EL DISEASE-EACH EMPLOYEE \$
A	DIRECTORS & OFFICERS	741-97-73	05/01/07	05/01/08	LIMIT: \$10,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

CERTIFICATE HOLDER TO WHOM IT MAY CONCERN	CANCELLATION SHOULD ANY OF THE POLICIES DESCRIBED HEREIN BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE INSURER AFFORDING COVERAGE WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED HEREIN. BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER AFFORDING COVERAGE, ITS AGENTS OR REPRESENTATIVES, OR THE ISSUER OF THIS CERTIFICATE.
	MARSH USA INC. BY: Cheryl Crandell <i>Cheryl Crandell</i>

ATTACHMENT D Certificate of Insurance

FACTORY MUTUAL INSURANCE COMPANY

Waterford Park, Suite 375
505 Highway 169 North
Plymouth, MN 55441
763-553-1150

POLICY INFORMATION FORM

This Policy Information Form confirms the stated coverage as of the date issued and does not amend, extend or alter the coverage offered by the policies listed herein.

TITLE OF INSURED:

UNITEDHEALTH GROUP, INC.

Policy No: FR314

Effective: 01-Mar-2007

Account No: 1-31057

Expires: 01-Mar-2008

Description & Location of Property Covered:

Real and Personal Property
VARIOUS LOCATIONS
MINNETONKA, MN 55343

Index No: 000920.00
Ins Loc: VARS*

COVERAGE IN FORCE: (Subject to limits of liability, deductibles and all conditions in the policy)

Insurance Provided:
PROPERTY DAMAGE

Peril:
ALL RISK

Limit of Liability:
\$500,000,000

THIS POLICY INSURES THE FOLLOWING KINDS OF PROPERTY:

As respects real and personal property including Valuable Papers and Records located at various locations.

Valuable Papers and Records has a USD10,000,000 limit.

This Policy Information Form is a All Risk Policy that covers Valuable Papers and Records and Property Coverage.

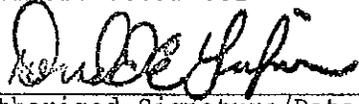
Property Damage is on a replacement basis.

Mailing:

TO WHOM IT MAY CONCERN
9900 BREN ROAD EAST
MINNETONKA, MN 55343

PIF Number: 00092-002

BY


Authorized Signature/Date

DONALD E LINDGREN 28-Feb-2007

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 Office of Vermont Health Access** (“Covered Entity”) and Ingenix/HWT, (“Business Associate”) as of June 1, 2008 (“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”).

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). All references to “PHI” mean Protected Health Information. All references to “Electronic PHI” mean Electronic Protected Health Information.

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 provided that any use or disclosure would not violate the minimum necessary policies and procedures of 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 6 and 14 or (b) as otherwise permitted by Section 3.

3. **Business Activities.** Business Associate may use PHI received in its capacity as a “Business

Ingenix /HWT

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 contract 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 promptly notifies Business Associate (who in turn will promptly notify Covered Entity) in writing of any instances of which it is aware in which the confidentiality of the PHI has been breached. Uses and disclosures of PHI for the purposes identified in this Section 3 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. 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. **Reporting.** Business Associate shall report in writing to Covered Entity any use or disclosure of PHI in violation of this Agreement by Business Associate or its agents including its subcontractors. Business Associate shall provide this written report promptly after it becomes aware of such use or disclosure. Business Associate shall provide Covered Entity with the information necessary for Covered Entity to investigate the impermissible use or disclosure. Consistent with 45 CFR 164.502(j)(1) Business Associate may use PHI to report violations of law to federal and state authorities.
6. **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 contract 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 12. Business Associate must enter into the written contract before any use or disclosure of PHI by such agent. The written contract must identify Covered Entity as a direct and intended third party beneficiary with the right to enforce any breach of the contract concerning the use or disclosure of PHI. Business Associate shall provide a copy of the written contract 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.
7. **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. Business Associate shall promptly forward to Covered Entity for handling any request for access to PHI that Business Associate directly receives from an Individual.
8. **Amendment of PHI.** Business Associate shall make any amendments to PHI in a

Ingenix /HWT

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. Business Associate shall promptly forward to Covered Entity for handling any request for amendment to PHI that Business Associate directly receives from an Individual.

9. **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. Business Associate shall promptly forward to Covered Entity for handling any accounting request that Business Associate directly receives from an Individual.
10. **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.
11. **Termination.**
 - 11.1 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 15.11.
 - 11.2 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.
12. **Return/Destruction of PHI.**

12.1 Business Associate in connection with the expiration or termination of this Contract shall return or destroy 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.

12.2 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.

13. **Notice/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 information security awareness training regarding the use, confidentiality, and security of PHI.

14. **Security Rule Obligations.** The following provisions of this Section 14 apply to the extent that Business Associate creates, receives, maintains or transmits Electronic PHI on behalf of Covered Entity.

14.1 Business Associate shall implement and use administrative, physical, and technical safeguards that reasonably and appropriately protect the Confidentiality, Integrity and Availability of 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.

14.2 Business Associate shall ensure that any agent (including a subcontractor) to whom it provides Electronic PHI agrees in a written contract 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 contract before any use or disclosure of Electronic PHI by such agent. The written contract must identify Covered Entity as a direct and intended third party beneficiary with the right to enforce any breach of the contract concerning the use or disclosure of Electronic PHI. Business Associate shall provide a copy of the written contract 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.

14.3 Business Associate shall report in writing to Covered Entity any Security Incident

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pertaining to such Electronic PHI (whether involving Business Associate or an agent, including a subcontractor). Business Associate shall provide this written report promptly after it becomes aware of any such Security Incident. Business Associate shall provide Covered Entity with the information necessary for Covered Entity to investigate any such Security Incident.

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

15. Miscellaneous.

15.1 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.

15.2 Any reference to "promptly" in this Agreement shall mean no more than seven (7) business days after the circumstance or event at issue has transpired. A reference in this Agreement to a section in the Privacy Rule or Security Rule means the section as in effect or as amended or renumbered.

15.3 Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to it of a use or disclosure of PHI in violation of any provision of this Agreement.

15.4 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.

15.5 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.

15.6 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.

15.7 This Agreement may be amended or modified, and any right under this Agreement may be waived, only by a writing signed by an authorized representative of each party.

15.8 Nothing express or implied in this Agreement is intended to confer upon any person other than the parties hereto any rights, remedies, obligations or liabilities whatsoever.

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Notwithstanding the foregoing, the Covered Entity in this Agreement is the Agency of Human Services operating by and through its **Office of Vermont Health Access**. Covered Entity and Business Associate agree that the term "Covered Entity" as used in this Agreement also means any other Department, Division or Office of the Agency of Human Services to the extent that such other Department, Division, or Office has a relationship with Business Associate that pursuant to the Privacy or Security Rules would require entry into an agreement of this type.

- 15.9 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.
- 15.10 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.
- 15.11 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 12.2 and (b) the obligation of Business Associate to provide an accounting of disclosures as set forth in Section 9 survives the expiration or termination of this Agreement with respect to accounting requests, if any, made after such expiration or termination.
- 15.12 This Agreement constitutes the entire agreement of the parties with respect to its subject matter, superseding all prior oral and written agreements between the parties in such respect.

ATTACHMENT F
CUSTOMARY CONTRACT PROVISIONS

1. **Agency of Human Services:** Field Services Directors will share oversight with the department (or 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 will ensure that relevant descriptive information regarding its agency, programs and/or contact information is contained in Vermont's 211 database and is accurate and up to date.

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

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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 (HIPPA) 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. 96-23 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 who provides care, custody, treatment, services, 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 & 33 V.S.A. §6911).
9. **Child Abuse Reporting**. Notwithstanding the provision of 33 V.S.A. §4913(a) any

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agent or employee of the contractor who has reasonable cause to believe that a child has been abused or neglected as defined in Chapter 49 of Title 33 V.S.A. shall report the suspected abuse or neglect to the Commissioner of the Department for Children and Families within one working day. The report shall contain the information required by 33 V.S.A. §4914.

10. **Work Product Ownership.** All data, technical information, materials gathered, originated, developed, prepared, used or obtained in the performance of the contract - 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, regardless of the state of completion, which are prepared for or are a result of the services required under this contract shall be and remain the property of the State of Vermont and 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 developed for the State, 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 and/or source codes developed.
11. **Software Development.** Without exception or alternate options, it is the State's policy that any application software which is purchased to support a business, operational or service delivery, activity of state government must include the licensing or ownership of the source code. The source code must be delivered to, and reside in, the state agency or department that supports and/or maintains the application and must be available for modification and/or maintenance by state personnel at the sole discretion and option of the State. Source code held in escrow by a third party does not meet the requirement of this policy.
12. **Intellectual Property Ownership.** All work products and items delivered or produced under this agreement will be the exclusive property of the State of Vermont. This includes, but is not limited to, software, documentation, and development materials. The contractor shall not sell or copyright a work product or item produced under this contract without explicit permission from the State. The contractor shall not make information entered in the application available for uses by any other party than the State of Vermont without prior authorization by the State.
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

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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.

Attachment G- Contract CD

<u>Folder</u>	<u>Names of File</u>
RFP	1. State of Vermont Request for Proposals for Claims Analysis and Post Payment Review 11/5/07 2. Responses to Written Questions and Answers 12/14/07
Proposal	1. Ingenix Technical Proposal 01/04/08 2. Ingenix Cost Proposal 01/04/08

