

## AMENDMENT

It is agreed by and between the State of Vermont, Department of Vermont Health Access (hereafter called the "State") and Onpoint Health Data (hereafter called the "Contractor") that the contract on the subject of data services, including collection, processing, editing, validation testing, consolidation, and data management, herein collectively referred to as the Vermont Healthcare Claims Uniform Reporting and Evaluation System (VHCURES), effective May 16, 2011, is hereby amended effective February 1, 2014 as follows:

**1) By deleting on page 1 of 7 of Amendment 3, Section 3 (Maximum Amount) and substituting in lieu thereof the following Section 3:**

**Maximum Amount:** In consideration of the services to be performed, as stated in the original contract, the State agrees to pay the Contractor, in accordance with the payment provisions specified in Attachment B, a sum not to exceed \$2,362,764.

**2) By deleting on page 1 of 1 of Amendment 4, Section 4 (Contract Term) and substituting in lieu thereof the following Section 4:**

**Contract Term:** The period of the Contractor's performance shall begin upon the signed date of base agreement by the State and end on December 31, 2014. As approved by the State, pre-award costs occurring on January 1, 2011 and thereafter, otherwise reimbursable according to the terms of Attachment A of this agreement may be allowed.

**3) By adding to Attachment A of Amendment 3, Section 5 (Specification of Work to be Performed) the following:**

5.5 The Contractor will complete the following twelve (12) phases:

### **Phase 8: Completion of 2012 Data Analysis & Reporting**

The Contractor will perform core work on the Blueprint program evaluation and reporting to identify trends and perform analysis of data from 2007 through 2012. This work shall include extensive variation analysis and drill-down capability on utilization, expenditures, and unit price.

#### **Deliverables:**

- Trend Analysis 2007-2012 data
- Practice Profiles 2007-2012
- Drill down analytics on 2007-2012 practice profiles
- Other ad-hoc analytic requests on 2007-2012 data as specified by the Executive Director of the Blueprint and requested through a Task Order
- Onpoint proposed analytics 2007-2012

### **Phase 9: Vermont Data Management to Include 2013 Data**

The Contractor will perform data management activities on the 2013 raw claims data from the Vermont Healthcare Claims Uniform Reporting and Evaluation System (VHCURES), including processing, services, and provider linkage.

#### **Deliverables:**

- Attribution 2007-2013 data (based on primary care practice rosters provided by Blueprint)
- Membership file 2007-2013 data

- HUER 2007-2013 data
- RCUTIL 2007-2013 data
- Selected Chronic Conditions 2007-2013 data
- CRG 2007-2013 data
- DRG 2007-2013 data
- Total Cost of Care 2007-2013
- HEDIS 2007-2013
- Special processing for Medicare Advantage and Dual Eligibles

#### **Phase 10: Vermont Data Limitations Analysis on 2013 Data**

After performing data management activities to include 2013 data in Blueprint program evaluation and reporting, the Contractor will perform an analysis on the data limitations of the 2007 through 2013 data set, such as identifying gaps in the data, and will propose remediation strategies for further cleaning and processing of the data.

**Deliverable:** Analysis of data limitations 2007-2013 data

#### **Phase 11: Ad Hoc Management for Vermont Data Limitations (2013 Data)**

After performing an initial analysis of the data limitations in the 2007 through 2013 data set or data limitations determined during the data management or analysis (phases 12 and 13), the contractor will propose remediation strategies to the Executive Director of the Blueprint. The Contractor will perform agreed-upon ad hoc data management activities to address identified limitations in this data set and/or analytic files created for Blueprint.

After the Contractor and State have agreed upon a work plan, the Contractor shall submit the work plan in task order format, specified in Appendix 1 (Required Forms). Each additional task will be reduced to writing contained in a scope of work and submitted to the State for approval prior to commencement of any additional tasks. The approved scope of work must include a total cost not to be exceeded for each approved task area. Contract administrator shall email a copy of the signed Task Order form signifying approval. Task orders shall be submitted of the State to:

Natalie Elvidge  
Department of Vermont Health Access  
312 Hurricane Lane, Suite 201  
Williston, VT 05495  
[Natalie.Elvidge@state.vt.us](mailto:Natalie.Elvidge@state.vt.us)

**Deliverable:** Ad hoc data management for limitations 2007-2013 data

#### **Phase 12: Comparison Group Data Management (2007 – 2013 Data)**

The Contractor will perform data management activities, from 2007 through 2013, on another state's raw claims data, such as Maine, to establish a comparison group for the Blueprint program evaluation and reporting.

#### **Deliverables:**

- Membership file 2007-2013 data

- HUER 2007-2013 data
- RCUTIL 2007-2013 data
- Selected Chronic Conditions 2007-2013 data
- CRG 2007-2013 data
- Total Cost of Care 2007-2013
- HEDIS 2007-2013
- Merge Vermont and Comparison data (e.g. Maine data)

### **Phase 13: Update National HEDIS NCQA**

The Contractor will provide data on the 2013 Healthcare Effectiveness Data and Information Set (HEDIS) measures from the National Committee for Quality Assurance (NCQA) at the National level for comparison to the Vermont and Comparison Group data sets.

**Deliverable:** Provide National data on 2013 HEDIS NCQA measures for comparison to Vermont and Comparison Group data sets

### **Phase 14: 2013 Data Analysis & Reporting for both Vermont and Comparison Group**

The Contractor will perform data analysis on the 2007-2013 Vermont and Comparison Group data sets for Blueprint program evaluation and reporting, including comparative effectiveness reporting against the selected Comparison Group (such as Maine). The Contractor will identify trends and perform analysis from 2007 through 2013. This work includes extensive variation analysis and drill-down capability on utilization, expenditures, and unit price.

#### **Deliverables:**

- Trending 2007-2013 data
- Ad-hoc trending analyses requests 2007-2013 data
- Practice Profiles 2007-2013
- Drill down analytics on 2007-2013 practice profiles
- Other ad-hoc analytic requests on 2007-2013 data
- Onpoint proposed analytics 2007-2013 data

### **Phase 15: Data Management for Linkage of Other Initiatives (2012 or 2013 Data)**

Depending on the timing of the request, the Contractor will perform data management activities linking other initiatives into either the 2012 or 2013 cleansed Vermont data set (Phase 9) from VHCURES upon the request of the Executive Director of the Blueprint or identified designee from the Department of Vermont Health Access (DVHA). Initiatives that may be included in these data management linking activities are:

- Healthy Living Workshops (HLW)
- Vermont Chronic Care Initiative (VCCI)
- Support and Services at Home (SASH)
- Community Health Teams (CHT)
- Department on Aging and Independent Living (DAIL)

#### **Deliverables:**

- HLW data – 2007-2012 or 2007-2013
- VCCI data – 2007-2012 or 2007-2013
- SASH data – 2007-2012 or 2007-2013
- CHT data – 2007-2012 or 2007-2013
- DAIL data – 2007-2012 or 2007-2013

#### **Phase 16: Data Analysis on Other Linked Initiatives (2012 or 2013 Data)**

Based on the data set inclusive of linked initiatives (Phase 15), the Contractor will perform analysis and reporting on the various initiatives as guided and defined by the Executive Director of the Blueprint or identified designee from the Department of Vermont Health Access (DVHA). Initiatives that may be included in these analytics are:

- Healthy Living Workshops (HLW)
- Vermont Chronic Care Initiative (VCCI)
- Support and Services at Home (SASH)
- Community Health Teams (CHT)
- Department on Aging and Independent Living (DAIL)

#### **Deliverables:**

- HLW analytics – 2007-2012 or 2007-2013
- VCCI analytics – 2007-2012 or 2007-2013
- SASH analytics – 2007-2012 or 2007-2013
- CHT analytics – 2007-2012 or 2007-2013
- DAIL analytics – 2007-2012 or 2007-2013

#### **Phase 17: Data Management for Merging Claims and Clinical Data (2012 or 2013 Data)**

Depending on the timing of the request, the Contractor will perform data management activities to merge clinical data from DocSite (Vermont's statewide clinical registry) with claims data in either the 2012 or 2013 cleansed Vermont data set (Task 9) from VHCURES upon the request of the Executive Director of the Blueprint or identified designee from the Department of Vermont Health Access (DVHA).

**Deliverable:** DocSite data acquisition, loading, linkage, and merging to claims - 2007-2012 or 2007-2013

#### **Phase 18: Data Analysis on Merged Claims and Clinical Data (2012 or 2013 Data)**

Based on the data set merging VHCURES claims data with clinical data from DocSite (Phase 17), the Contractor will perform analysis and reporting on the merged data set as guided and defined by the Executive Director of the Blueprint or identified designee from the Department of Vermont Health Access (DVHA).

**Deliverable:** Analytics on merged clinical (DocSite) and claims data - 2007-2012 or 2007-2013

#### **Phase 19: Unplanned Work and Project Management**

The Contractor will perform ad-hoc projects, or unplanned work, as requested by the Executive Director of the Blueprint. Project management will include time and travel for on-site meetings in Vermont as requested by the Executive Director of the Blueprint and as specified in the original base contract. Project management will also include time spent at weekly and other meetings and writing quarterly progress reports.

**Deliverables:**

- Completion of requested unplanned work (Task Order) within budget for this line item
- Attendance at on-site meetings as requested
- Attendance at weekly meetings
- Attendance at other meetings as requested
- Quarterly progress report submission

**4) By adding to Attachment A of Amendment 3, Section 5 (Specification of Work to be Performed) the following:**

**Subcontractor Requirements**

Per Attachment C, Section 15, if the Contractor chooses to subcontract work under this agreement, the Contractor must first fill out and submit the Request for Approval to Subcontract Form specified in Appendix 1 (Required Forms) in order to seek approval from the State prior to signing an agreement with a third party. Upon receipt of the Request for Approval to Subcontract Form, the State shall review and respond within five (5) business days. Under no circumstance shall the Contractor enter into a sub-agreement without prior authorization from the State. The Contractor shall submit the Request for Approval to Subcontract Form to:

Natalie Elvidge  
Department of Vermont Health Access  
312 Hurricane Lane, Suite 201  
Williston, VT 05495  
[Natalie.Elvidge@state.vt.us](mailto:Natalie.Elvidge@state.vt.us)

Should the status of any third party or Subrecipient change, the Contractor is responsible for updating the State within fourteen (14) days of said change.

**5) By deleting Attachment B of Amendment #3, beginning on page 3 of 7, and substituting in lieu thereof the following Attachment B (Payment Provisions), specific to the period of 2/1/14 to 12/31/14:**

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

1. Services performed between January 1, 2014 and the start of this contract that are in

conformity with Attachment A can be billed under this contract.

2. The maximum amount payable under this contract for services and expenses shall not exceed \$2,362,764. The maximum allowable payable for the period of this contract amendment, 2/1/2014 to 12/13/2014 shall be subdivided as follows:

<b>Phase &amp; Description</b>		<b>Amount</b>
Custom Medicaid Studies		\$122,450
Custom Blueprint Studies		\$269,950
Blueprint Chronic Conditions special study		\$15,750
Special Reports and Studies for Other Departments		\$114,950
Phase 1	Blueprint Evaluation & Reporting	\$303,500
Phase 2	High-Level Requirements for Clinical Data Effort	\$40,850
Phase 3	Healthy Living Workshop and VCCI Data Assessment	\$26,600
Phase 4	DocSite (Clinical, SASH, CHT) Data Assessment	\$39,600
Phase 5	Initial Customized Report Development	\$146,500
Phase 6	Integrated Database & Report Suite Development	\$313,550
Phase 7	Self-service Reporting Capabilities	\$132,050
Phase 8	Completion of 2012 Data Analysis & Reporting	\$101,120
Phase 9	Vermont Data Management to Include 2013 Data	\$91,166
Phase 10	Vermont Data Limitations Analysis on 2013 Data	\$18,960
Phase 11	Ad Hoc Management for Vermont Data Limitations (2013 Data)	\$18,960
Phase 12	Comparison Group Data Management (2007 – 2013 Data)	\$60,040
Phase 13	Update National HEDIS NCQA	\$3,792
Phase 14	2013 Data Analysis & Reporting for both Vermont and Comparison Group	\$136,512
Phase 15	Data Management for Linkage of Other Initiatives (2012 or 2013 Data)	\$ 64,464.00
Phase 16	Data Analysis on Other Linked Initiatives (2012 or 2013 Data)	\$110,600.00
Phase 17	Data Management for Merging Claims and Clinical Data (2012 or 2013 Data)	\$ 63,200.00
Phase 18	Data Analysis on Merged Claims and Clinical Data (2012 or 2013 Data)	\$ 63,200.00
Phase 19	Unplanned Work and Project Management	\$79,000
	Travel Expenses	\$26,000
<b>Total</b>		<b>\$2,362,764</b>

3. The State shall pay the Contractor at the following rates:

Principal: \$250/hour  
 Senior Manager: \$225/hour  
 Analyst: \$125/hour  
 Data: \$125/hour

The hourly rates are inclusive of expenses including but not limited to, travel, supplies, reimbursement, etc. The Contractor shall not bill separately or be reimbursed for any expenses.

The State does not guarantee the assignment of any minimum number of hours or other work under this contract.

4. Contractor will submit an invoice on a monthly basis to the State for services provided under this contract #18943 during the previous month. Payments to the contractor relating to this contract as outlined in the scope by work will be rendered only after review and acceptance by the State. Contractor shall subdivide invoicing based on Phases 1 through 19, which are specifically divided by data management and data analysis activities. Each invoice must include a unique invoice number, contract number, dates of service, and itemized hours by assigned staff multiplied by hourly rates, and itemized billing must be documented to reflect linkage with the Plan of Operations.

Invoices shall be submitted to:

Natalie Elvidge  
Department of Vermont Health Access  
312 Hurricane Lane, Suite 201  
Williston, VT 05495  
[Natalie.Elvidge@state.vt.us](mailto:Natalie.Elvidge@state.vt.us)

Contractor's remit address:

Onpoint Health Data  
254 Commercial Street, Suite 257  
Portland, ME 04101-4664

**5.) By replacing Attachment C (Customary State Contract Provisions), revised 7/1/11, beginning on page 4 of 8 of Amendment #2, and substituting in lieu thereof the following Attachment C, revised 11/7/13, which is an attachment of this amendment beginning on page 9.**

**6.) By replacing Attachment D (Modification of Customary Provisions of Attachment C), revised 4/6/09, beginning on page 16 of 32 of the original base agreement, and substituting in lieu thereof the following Attachment E, revised 12/8/09, which is an attachment of this amendment beginning on page 13.**

**7.) By replacing Attachment E (Business Associate Agreement), beginning on page 1 of 32 or the original base agreement, and substituting in lieu thereof the following Attachment E, revised 9/21/13, which is an attachment of this amendment beginning on page 16.**

**8.) By deleting on page 7 of Amendment #3, Attachment A, Exhibit 1, and adding in lieu thereof the following Exhibit 1 to Attachment A for the period of 1/1/14 to 12/31/14 which is included within this amendment on page 26.**

**STATE OF VERMONT  
AMENDMENT TO CONTRACT FOR PERSONAL SERVICES  
ONPOINT HEALTH DATA**

**CONTRACT #18943  
AMENDMENT #5  
PAGE 8 OF 27**

This amendment consists of 27 pages. Except as modified by this amendment and any previous amendments, all provisions of this contract, (#18943) dated May 16, 2011, shall remain unchanged and in full force and effect.

**STATE OF VERMONT:**

**CONTRACTOR:**

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Mark Larson, Commissioner  
[Mark.Larson@state.vt.us](mailto:Mark.Larson@state.vt.us)  
312 Hurricane Lane  
Williston, VT 05495  
802-879-5953

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James H. Harrison, President/CEO  
Onpoint Health Data  
254 Commercial Street, Suite 257  
Portland, ME 04101

**ATTACHMENT C**  
**CUSTOMARY PROVISIONS FOR CONTRACTS AND GRANTS**

1. **Entire Agreement.** This Agreement, whether in the form of a Contract, State Funded Grant, or Federally Funded Grant, represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect.
2. **Applicable Law.** This Agreement will be governed by the laws of the State of Vermont.
3. **Definitions:** For purposes of this Attachment, "Party" shall mean the Contractor, Grantee or Subrecipient, with whom the State of Vermont is executing this Agreement and consistent with the form of the Agreement.
4. **Appropriations:** If appropriations are insufficient to support this Agreement, the State may cancel on a date agreed to by the parties or upon the expiration or reduction of existing appropriation authority. In the case that this Agreement is funded in whole or in part by federal or other non-State funds, and in the event those funds become unavailable or reduced, the State may suspend or cancel this Agreement immediately, and the State shall have no obligation to fund this Agreement from State revenues.
5. **No Employee Benefits For Party:** The Party understands that the State will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation or sick leave, workers compensation or other benefits or services available to State employees, nor will the state withhold any state or federal taxes except as required under applicable tax laws, which shall be determined in advance of execution of the Agreement. The Party understands that all tax returns required by the Internal Revenue Code and the State of Vermont, including but not limited to income, withholding, sales and use, and rooms and meals, must be filed by the Party, and information as to Agreement income will be provided by the State of Vermont to the Internal Revenue Service and the Vermont Department of Taxes.
6. **Independence, Liability:** The Party will act in an independent capacity and not as officers or employees of the State.

The Party shall defend the State and its officers and employees against all claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party. The State shall notify the Party in the event of any such claim or suit, and the Party shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit. The Party shall notify its insurance company and the State within 10 days of receiving any claim for damages, notice of claims, pre-claims, or service of judgments or claims, for any act or omissions in the performance of this Agreement.

After a final judgment or settlement the Party may request recoupment of specific defense costs and may file suit in Washington Superior Court requesting recoupment. The Party shall be entitled to recoup costs only upon a showing that such costs were entirely unrelated to the defense of any claim arising from an act or omission of the Party.

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

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

Party to maintain current certificates of insurance on file with the state through the term of the Agreement. No warranty is made that the coverage and limits listed herein are adequate to cover and protect the interests of the Party for the Party's operations. These are solely minimums that have been established to protect the interests of the State.

**Workers Compensation:** With respect to all operations performed, the Party shall carry workers' compensation insurance in accordance with the laws of the State of Vermont.

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

Premises - Operations  
Products and Completed Operations  
Personal Injury Liability  
Contractual Liability

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

\$1,000,000 Per Occurrence  
\$1,000,000 General Aggregate  
\$1,000,000 Products/Completed Operations Aggregate  
\$ 50,000 Fire/ Legal/Liability

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

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

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

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

8. **Reliance by the State on Representations:** All payments by the State under this Agreement will be made in reliance upon the accuracy of all prior representations by the Party, including but not limited to bills, invoices, progress reports and other proofs of work.
9. **Requirement to Have a Single Audit:** In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, the Subrecipient will complete the Subrecipient Annual Report annually within 45 days after its fiscal year end, informing the State of Vermont whether or not a single audit is required for the prior fiscal year. If a single audit is required, the Subrecipient will submit a copy of the audit report to the granting Party within 9 months. If a single audit is not required, only the Subrecipient Annual Report is required.

A single audit is required if the subrecipient expends \$500,000 or more in federal assistance during its fiscal year and must be conducted in accordance with OMB Circular A-133. The Subrecipient Annual Report is required to be submitted within 45 days, whether or not a single audit is required.

- 10. Records Available for Audit:** The Party will maintain all books, documents, payroll papers, accounting records and other evidence pertaining to costs incurred under this agreement and make them available at reasonable times during the period of the Agreement and for three years thereafter for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved. The State, by any authorized representative, shall have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed under this Agreement.
- 11. Fair Employment Practices and Americans with Disabilities Act:** Party agrees to comply with the requirement of Title 21V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable. Party shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990, as amended, that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the Party under this Agreement. Party further agrees to include this provision in all subcontracts.
- 12. Set Off:** The State may set off any sums which the Party owes the State against any sums due the Party under this Agreement; provided, however, that any set off of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided hereinafter.
- 13. Taxes Due to the State:**

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

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

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

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

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

- 16. No Gifts or Gratuities:** Party shall not give title or possession of any thing of substantial value (including property, currency, travel and/or education programs) to any officer or employee of the State during the term of this Agreement.
- 17. Copies:** All written reports prepared under this Agreement will be printed using both sides of the paper.
- 18. Certification Regarding Debarment:** Party certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, neither Party nor Party's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in federal programs, or programs supported in whole or in part by federal funds.
- Party further certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, Party is not presently debarred, suspended, nor named on the State's debarment list at: <http://bgs.vermont.gov/purchasing/debarment>
- 19. Certification Regarding Use of State Funds:** In the case that Party is an employer and this Agreement is a State Funded Grant in excess of \$1,001, Party certifies that none of these State funds will be used to interfere with or restrain the exercise of Party's employee's rights with respect to unionization.

**ATTACHMENT D**

**MODIFICATION OF CUSTOMARY PROVISIONS  
OF  
ATTACHMENT C OR ATTACHMENT F**

- 1. The insurance requirements contained in Attachment C, Section 7 are hereby modified:**

**The insurance requirements contained in Attachment C, Section 7 are hereby modified:**

Under the *Professional Liability* section, delete the following language:

Before commencing work on this Agreement and throughout the term of this Agreement, the Party shall procure and maintain professional liability insurance for any and all services performed under this Agreement, with minimum coverage of \$\_\_\_\_\_ per occurrence, and \$\_\_\_\_\_ aggregate.

And replace with the following language:

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

- 2. Requirements of other Sections in Attachment C are hereby modified:**

N/A

- 3. Requirements of Sections in Attachment F are hereby modified:**

**Ownership of System; Use of the System**

Notwithstanding paragraph 10 of Attachment F, the System is and shall remain the sole and exclusive property of Contractor. Subject to the terms, conditions and limitations of this Contract, and provided State is not in Material Default of the Contract terms, to the extent the State requires access and use of the System hereunder, Contractor hereby grants to State the non-exclusive, non-transferable right and license during the term of the Contract to: (a) allow authorized users to access and use the System for the purposes contemplated herein; and (b) use, reproduce and distribute copies of the Documentation solely in support of the State's use of the System.

**Use Restrictions**

The State shall not (i) use the System in any manner which is not authorized by this Contract or which violates any applicable law; (ii) copy or reproduce the System, in whole or in part;

(iii) modify, translate or create derivative works of the System; (iv) reverse engineer, decompile, disassemble or otherwise reduce the System to source code forms; (v) distribute, sublicense, assign, share, timeshare, sell, rent, lease, grant a security interest in, use for service bureau purposes or otherwise transfer the System or State's right to access and use the System; or (vi) remove or modify any copyright, trademark or other proprietary notice of the System or its licensors. ALL RIGHTS NOT EXPRESSLY GRANTED HEREUNDER ARE RESERVED TO CONTRACTOR AND ITS LICENSORS.

## **Definitions**

“Authorized Users” means the employees and reporters authorized by the State to access and use the System.

“Documentation” means the user manual and training materials concerning the Onpoint CDM, in printed or electronic format, which Contractor has provided to State, as updated from time to time.

“Improvements” means all updates, upgrades, modifications, customizations, enhancements, error corrections, and other changes to and derivative works based on the Onpoint CDM and Documentation, regardless of by whom made. Improvements do not include data provided by the State under this contract.

“Material Default” by the State means that an approved payment to Contractor is at least thirty (30) days past due, that Contractor has provided the State with written notice of the past due payment and that the State has failed to make the payment within forty five (45) days of the written notice.

“Onpoint CDM” means Contractor's proprietary claims data management system, including, without limitation, all internal processing systems and hardware, external interfaces, and tracking, communication and administration features thereof, as well as all software, code and/or algorithms incorporated therein, each as updated from time to time.

“System” means the Onpoint CDM, Documentation and Improvements, including all patent, copyright, trademark, trade secret and other proprietary rights related thereto.

### **4. Reasons for Modifications to Attachment C:**

Party's current insurance coverage is in agreement with the RFP that initiated the contract and with the original contract. Professional liability insurance was only able to be purchased in 1:1 ratios, and the party was unable to assume the cost of \$3m/\$3m and proposed \$2m/\$2m. State Risk Manager, Bill Duchac states “...2m / 2m in lieu of 1m / 3m is acceptable. Go forth & contract”. The professional liability listed above was discussed and agreed upon with Bill Duchac.

### **5. Reasons for Modifications to Attachment F:**

The System (including any improvements made thereto and any intellectual property rights associated therewith) utilized by Contractor to perform the services under this contract are owned exclusively by the Contractor. No software, computer programs, processes or other systems are being developed by Contractor specifically for the State under this contract.

**Approval:**

**Assistant Attorney General:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**ATTACHMENT E**  
**BUSINESS ASSOCIATE AGREEMENT**

This Business Associate Agreement (“Agreement”) is entered into by and between the State of Vermont Agency of Human Services, operating by and through its **Department of Vermont Health Access** (“Covered Entity”) and **Onpoint Health Data** (“Onpoint”) as of May 16, 2011 (“Effective Date”). This Agreement supplements and is made a part of the contract/grant to which it is attached.

Covered Entity and Onpoint enter into this Agreement to comply with standards promulgated under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), including the Standards for the Privacy of Individually Identifiable Health Information, at 45 CFR Parts 160 and 164 (“Privacy Rule”), and the Security Standards, at 45 CFR Parts 160 and 164 (“Security Rule”), as amended.

The parties agree as follows:

**1. Definitions.** All capitalized terms used but not otherwise defined in this Agreement have the meanings set forth in 45 CFR Parts 160 and 164 as amended by HITECH and associated federal rules and regulations.

“Agent” means those person(s) who are agents(s) of Onpoint, in accordance with the Federal common law of agency, as referenced in 45 CFR § 160.402(c), other than a workforce member of Onpoint.

“Breach” means the acquisition, access, use or disclosure of PHI which compromises the security or privacy of such PHI, except to the extent such access, use or disclosure is excluded from the definition of Breach in 45 CFR § 164.402.

“Business Associate” shall have the meaning given to such term in 45 CFR § 160.103.

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

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

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

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

“Subcontractor” means a person or organization to which Onpoint delegates a function, activity or service, other than in the capacity of a member of the workforce of Onpoint.

**2. Identification and Disclosure of Security Officer.** Onpoint shall provide, within ten (10) days of the execution of this agreement, written notice to the Covered Entity’s contract/grant manager the names and contact information of its HIPAA Security Officer and an employee of Onpoint

responsible for addressing issues related to Onpoint's compliance with the terms of this Agreement. This information must be updated any time either of these contacts changes.

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

3.1 Except as limited in this Agreement, Onpoint may use or disclose PHI to perform Services, as specified in the underlying grant or contract with Covered Entity. Onpoint shall make reasonable efforts to limit PHI used, disclosed, or requested to the minimum necessary to accomplish the intended purpose of the use, disclosure, or request, in accordance with 45 CFR § 164.502(b). Onpoint 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. Onpoint may not use or disclose PHI other than as permitted or required by this Agreement or as Required by Law.

3.2 Onpoint may make PHI available to its employees who need access to perform Services provided that Onpoint makes such employees aware of the use and disclosure restrictions in this Agreement and binds them to comply with such restrictions. Onpoint may only disclose PHI for the purposes authorized by this Agreement: (a) to its agents and Subcontractors in accordance with Sections 9 and 17 or, (b) as otherwise permitted by Section 3.

3.3. Onpoint acknowledges that it is directly liable under HIPAA for impermissible uses and disclosures of the PHI it handles on behalf of Covered Entity.

**4. Business Activities.** Onpoint may use PHI received in its capacity as a Business Associate to Covered Entity if necessary for Onpoint's proper management and administration or to carry out its legal responsibilities. Onpoint may disclose PHI received in its capacity as Business Associate to Covered Entity for Onpoint's proper management and administration or to carry out its legal responsibilities if a disclosure is Required by Law or if Onpoint obtains reasonable written assurances via a written agreement from the person to whom the information is to be disclosed that the PHI shall remain confidential and be used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and such agreement requires the person or entity to notify Onpoint, within three (3) business days, except to the extent a longer period is allowed under Section 6.4 of this Agreement, (which in turn will notify Covered Entity within three (3) business days after receiving notice of a Breach as specified in Section 6.1), in writing of any Breach of Unsecured PHI of which it is aware. Uses and disclosures of PHI for the purposes identified in this Section 4 must be of the minimum amount of PHI necessary to accomplish such purposes.

**5. Safeguards.** Onpoint, its Agent(s) and Subcontractor(s) shall implement and use appropriate safeguards to prevent the use or disclosure of PHI other than as provided for by this Agreement. With respect to any PHI that is maintained in or transmitted by electronic media, Onpoint or its Subcontractor(s) shall comply with 45 CFR sections 164.308 (administrative safeguards), 164.310 (physical safeguards), 164.312 (technical safeguards) and 164.316 (policies and procedures and documentation requirements). Onpoint or its Agent(s) and Subcontractor(s) shall identify in writing upon request from Covered Entity all of the safeguards that it uses to prevent impermissible uses or disclosures of PHI.

**6. Documenting and Reporting Breaches.**

6.1 Onpoint shall report to Covered Entity any Breach of Unsecured PHI, including Breaches of Unsecured PHI reported to it by a Subcontractor of Onpoint, as soon as it (or any of its employees or agents) becomes aware of any such Breach, and in no case later than three (3) business days after it (or any of its employees or agents) becomes aware of such Breach, except when a law enforcement official determines that a notification would impede a criminal investigation or cause damage to national security.

6.2 Onpoint shall provide Covered Entity with the names of the individuals whose Unsecured PHI has been, or is reasonably believed to have been, the subject of such Breach and any other available information that is required to be given to the affected individuals, as set forth in 45 CFR § 164.404(c), and, if requested by Covered Entity, information necessary for Covered Entity to investigate the impermissible use or disclosure. Onpoint shall continue to provide to Covered Entity information concerning such Breach as information becomes available to Onpoint. Onpoint shall require its Subcontractor(s) to agree to these same terms and conditions as required by Section 9 of this Agreement.

6.3 When Onpoint determines that an impermissible acquisition, use or disclosure of PHI by a member of its workforce is not a Breach of Unsecured PHI, and therefore does not necessitate notice to Covered Entity, it shall document its assessment of risk, conducted as set forth in 45 CFR § 164.402(2). When requested by Covered Entity, Onpoint shall make its risk assessments available to Covered Entity. When requested by Covered Entity, Onpoint shall also provide Covered Entity with 1) the name of the person(s) making the assessment, 2) a brief summary of the facts, and 3) a brief statement of the reasons supporting the determination of low probability that the PHI had been compromised. When a Breach of Unsecured PHI is the responsibility of a member of Onpoint's Subcontractor's workforce, Onpoint shall either 1) conduct its own risk assessment and draft a summary of the event and assessment or 2) require its Subcontractor to conduct the assessment and draft a summary of the event. In either case, Onpoint shall make these assessments and reports available to Covered Entity.

6.4 Onpoint shall require its Subcontractor(s) to report to Onpoint any Breach of Unsecured PHI of which Subcontractor becomes aware within three (3) business days of it becoming aware of such Breach, as required by Sections 4 and 9 of this Agreement. Notwithstanding anything to the contrary in this Agreement, with respect to any Subcontractor engaged by Onpoint prior to the Effective Date, such Subcontractor(s) shall be required to report to Onpoint any Breach of Unsecured PHI of which such Subcontractor becomes aware within ten (10) business days of its discovery of such Breach. However, if Onpoint renews or enters into a new contract with such Subcontractor after the Effective Date, such contract shall require that such Subcontractor shall be required to report to Onpoint any Breach of Unsecured PHI of which such Subcontractor becomes aware within three (3) business days of its discovery of such Breach.

**7. Mitigation and Corrective Action.** Onpoint shall mitigate, to the extent practicable, any harmful effect that is known to it of an impermissible use or disclosure of PHI, even if the impermissible use or disclosure does not constitute a Breach. Onpoint shall draft and carry out a plan of corrective action to address any incident of impermissible use or disclosure of PHI. If requested by Covered Entity, Onpoint shall make its mitigation and corrective action plans available to Covered Entity. Onpoint shall require a Subcontractor to agree to these same terms and conditions as required by Section 9 of this Agreement.

**8. Providing Notice of Breaches.**

8.1 If Onpoint reasonably determines that an impermissible acquisition, access, use or disclosure of PHI for which one of Onpoint's employees or agents was responsible constitutes a Breach of Unsecured PHI, and if requested by Covered Entity, Onpoint shall provide notice to the individual(s) whose PHI has been the subject of such Breach. When requested to provide notice, Onpoint shall consult with Covered Entity about the timeliness, content and method of notice, and shall receive Covered Entity's approval concerning these elements. The cost of notice shall be borne by Onpoint. Covered Entity acknowledges and agrees that Onpoint may not have sufficient contact information regarding the affected individuals to allow Onpoint to meet its obligations under this Section 8.1. Onpoint's obligations under this Section 8.1 shall be subject to Covered Entity providing Onpoint with the necessary contact information regarding the affected individuals.

8.2 If Onpoint reasonably determines that an impermissible acquisition, access, use or disclosure of PHI by a Subcontractor of Onpoint constitutes a Breach of Unsecured PHI, and if requested by Covered Entity or Onpoint, Subcontractor shall provide notice to the individual(s) whose PHI has been the subject of the Breach. When Covered Entity requests that Onpoint or its Subcontractor provide notice, Onpoint shall either 1) consult with Covered Entity about the specifics of the notice as set forth in section 8.1, above, or 2) require, by contract, its Subcontractor to consult with Covered Entity about the specifics of the notice as set forth in section 8.1. Covered Entity acknowledges and agrees that Onpoint and its Subcontractor(s) may not have sufficient contact information regarding the affected individuals to allow Onpoint or its Subcontractor(s) to meet their obligations under this Section 8.2. Onpoint's and its Subcontractor's obligations under this Section 8.2 shall be subject to Covered Entity providing Onpoint and/or its Subcontractor(s), as applicable, with the necessary contact information regarding the affected individuals.

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

8.4 The notice to affected individuals shall be written in plain language and shall include, to the extent possible, 1) a brief description of what happened, 2) a description of the types of Unsecured PHI that were involved in the Breach, 3) any steps individuals can take to protect themselves from potential harm resulting from such Breach, 4) a brief description of what Onpoint is doing to investigate such Breach, to mitigate harm to individuals and to protect against further Breaches of Unsecured PHI, and 5) contact procedures for individuals to ask questions or obtain additional information, as set forth in 45 CFR § 164.404(c).

8.5 Onpoint shall notify individuals whose PHI was involved in Breaches of Unsecured PHI as specified in 45 CFR § 164.404(d) (methods of individual notice). In addition, when such Breach involves the PHI of more than 500 residents of Vermont, Onpoint shall, if requested by Covered Entity, notify prominent media outlets serving Vermont, following the requirements set forth in 45 CFR § 164.406.

**9. Agreements with Subcontractors.** Onpoint shall enter into a Business Associate Agreement with any Subcontractor to whom it provides PHI in which the Subcontractor agrees to the same restrictions and conditions that apply through this Agreement to Onpoint with respect to such PHI, except as otherwise expressly provided in this Agreement. Onpoint must enter into this Business

Associate Agreement before any use by or disclosure of PHI to such Subcontractor. The written agreement must identify Covered Entity as a direct and intended third party beneficiary with the right to enforce any breach of the agreement concerning the use or disclosure of PHI. Onpoint shall provide a copy of the Business Associate Agreement it enters into with a Subcontractor to Covered Entity upon request. Onpoint may not make any disclosure of PHI to a Subcontractor without the prior written consent of Covered Entity, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the above, with respect to any Subcontractor engaged by Onpoint prior to the Effective Date, Onpoint's contract with the Subcontractor is not required to identify Covered Entity as a direct and intended third party beneficiary with the right to enforce any breach of the agreement concerning the use or disclosure of PHI. However, if Onpoint renews or enters into a new contract with such Subcontractor after the Effective Date, it must identify Covered Entity as a third party beneficiary as required above, and must provide a copy of the written agreement upon Covered Entity's request. With respect to any Subcontractor engaged by Onpoint prior to the Effective Date, as identified by Onpoint prior to the Effective Date, Covered Entity hereby consents to the disclosure of PHI to such Subcontractors.

**10. Access to PHI.** Onpoint 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. Onpoint shall provide such access in the time and manner reasonably designated by Covered Entity. Within three (3) business days, Onpoint shall forward to Covered Entity for handling any request for access to PHI that Onpoint directly receives from an Individual.

**11. Amendment of PHI.** Onpoint shall make any amendments to PHI in a Designated Record Set that Covered Entity directs or agrees to pursuant to 45 CFR § 164.526, whether at the request of Covered Entity or an Individual. Onpoint shall make such amendments in the time and manner reasonably designated by Covered Entity. Within three (3) business days, Onpoint shall forward to Covered Entity for handling any request for amendment to PHI that Onpoint directly receives from an Individual.

**12. Accounting of Disclosures.** Onpoint 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. Onpoint 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. Onpoint shall provide such information in the time and manner reasonably designated by Covered Entity. Within three (3) business days, Onpoint shall forward to Covered Entity for handling any accounting request that Onpoint directly receives from an Individual.

**13. Books and Records.** Subject to the attorney-client and other applicable legal privileges, Onpoint 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 Onpoint on behalf of Covered Entity available to the Secretary in the time and manner designated by the Secretary. Onpoint shall make the same information available to Covered Entity, upon Covered Entity's request, in the time and manner reasonably designated by Covered Entity so that Covered Entity may determine whether Onpoint is in compliance with this Agreement.

**14. Termination.**

14.1 This Agreement commences on the Effective Date and shall remain in effect until terminated by Covered Entity or until all of the PHI provided by Covered Entity to Onpoint or

created or received by Onpoint on behalf of Covered Entity is destroyed or returned to Covered Entity subject to Section 18.7.

14.2 If either party breaches any material term of this Agreement, the non-breaching party may either: (a) provide an opportunity for the breaching party to cure the breach and the non-breaching party may terminate this Agreement without liability or penalty if the breaching party does not cure the breach within the time specified by the non-breaching party; or (b) immediately terminate this Agreement without liability or penalty if the non-breaching party believes that cure is not reasonably possible; or (c) if neither termination nor cure are feasible, the non-breaching party shall report the breach to the Secretary. The non-breaching party has the right to seek to cure any breach by the breaching party and this right, regardless of whether the non-breaching party cures such breach, does not lessen any right or remedy available to the non-breaching party at law, in equity, or under this Agreement, nor does it lessen the breaching party's responsibility for such breach or its duty to cure such breach.

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

15.1 Onpoint in connection with the expiration or termination of the contract or grant shall return or destroy, at the discretion of the Covered Entity, all PHI received from Covered Entity or created or received by Onpoint on behalf of Covered Entity pursuant to this contract or grant that Onpoint still maintains in any form or medium (including electronic) within thirty (30) days after such expiration or termination. Onpoint shall not retain any copies of the PHI. Onpoint shall certify in writing for Covered Entity (1) when all PHI has been returned or destroyed and (2) that Onpoint does not continue to maintain any PHI. Onpoint is to provide this certification during this thirty (30) day period.

15.2 Onpoint shall provide to Covered Entity notification of any conditions that Onpoint believes make the return or destruction of PHI infeasible. If Covered Entity agrees that return or destruction is infeasible, Onpoint 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 Onpoint maintains such PHI. This shall also apply to all Agents and Subcontractors of Onpoint.

**16. Penalties and Training.** Onpoint 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, Onpoint shall consider participation in training regarding the use, confidentiality, and security of PHI.

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

17.1 Onpoint shall implement and use administrative, physical, and technical safeguards in compliance with 45 CFR sections 164.308, 164.310, and 164.312 with respect to the Electronic PHI that it creates, receives, maintains or transmits on behalf of Covered Entity. Upon request from Covered Entity, Onpoint shall provide Covered Entity an overview of its information security program which shall include available documentation regarding its security policies and procedures.

17.2 Onpoint shall ensure that any Agent and Subcontractor to whom it provides Electronic PHI agrees in a written agreement to implement and use administrative, physical, and technical safeguards that reasonably and appropriately protect the Confidentiality, Integrity and Availability of the Electronic PHI. Onpoint must enter into this written agreement before any use or disclosure of Electronic PHI by such Agent or Subcontractor. The written agreement must identify Covered Entity as a direct and intended third party beneficiary with the right to enforce any breach of the agreement concerning the use or disclosure of Electronic PHI. Onpoint shall provide a copy of the written agreement to Covered Entity upon Covered Entity's request. Onpoint, in its sole discretion, may redact from such written agreement any confidential or proprietary information. Onpoint may not make any disclosure of Electronic PHI to any Agent or Subcontractor without the prior written consent of Covered Entity, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the above, with respect to any Agent or Subcontractor engaged by Onpoint prior to the Effective Date, Onpoint's contract with the Agent or Subcontractor is not required to identify Covered Entity as a direct and intended third party beneficiary with the right to enforce any breach of the agreement concerning the use or disclosure of Electronic PHI. However, if Onpoint renews or enters into a new contract with the Agent or Subcontractor after the Effective Date, it must identify Covered Entity as a third party beneficiary as required above, and must provide a copy of the written agreement upon Covered Entity's request. With respect to any Agent or Subcontractor engaged by Onpoint prior to the Effective Date, as identified by Onpoint prior to the Effective Date, Covered Entity hereby consents to the disclosure of Electronic PHI to such Subcontractors.

17.3 Onpoint shall report in writing to Covered Entity any Security Incident pertaining to such Electronic PHI (whether involving Onpoint or its Agent or Subcontractor). Onpoint shall provide this written report as soon as it becomes aware of any such Security Incident, and in no case later than three (3) business days after it becomes aware of the incident. Upon request by Covered Entity, Onpoint shall provide Covered Entity the information necessary for Covered Entity to investigate the Security Incident to meet its obligations under HIPAA. Notwithstanding anything to the contrary in this Agreement, with respect to any Subcontractor engaged by Onpoint prior to the Effective Date, such Subcontractor(s) shall be required to report to Onpoint any Security Incident of which such Subcontractor becomes aware within ten (10) business days of its discovery of such Security Incident. However, if Onpoint renews or enters into a new contract with such Subcontractor after the Effective Date, such contract shall require that such Subcontractor shall be required to report to Onpoint any Security Incident of which such Subcontractor becomes aware within three (3) business days of its discovery of such Security Incident.

17.4 Onpoint shall comply with reasonable policies and procedures Covered Entity implements regarding the Services to allow Covered Entity to meet its obligations under HIPAA, provided that Covered Entity provides Onpoint with timely notice of such policies and procedures.

**18. Miscellaneous.**

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

18.2 The parties shall cooperate to amend this Agreement from time to time as is necessary for the parties to comply with the Privacy Rule, the Security Rule, or any other standards promulgated under HIPAA.

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

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

18.5 As between Onpoint and Covered Entity, Covered Entity owns all PHI provided by Covered Entity to Onpoint or created or received by Onpoint on behalf of Covered Entity.

18.6 Onpoint shall abide by the terms and conditions of this Agreement with respect to all PHI it receives from Covered Entity or creates or receives on behalf of Covered Entity even if some of that information relates to specific services for which Onpoint may not be a Business Associate of Covered Entity under the Privacy Rule.

18.7 Onpoint is prohibited from directly or indirectly receiving any remuneration in connection with the sale of PHI as described in 45 CFR § 164.502(a)(5)(ii). Onpoint will refrain from marketing activities that would violate HIPAA, including specifically Section 13406 of the HITECH Act. Reports or data containing PHI may not be sold without the written consent of either the Covered Entity or the Individual who is the subject of the PHI.

18.8 The provisions of this Agreement that by their terms encompass continuing rights or responsibilities shall survive the expiration or termination of this Agreement. For example: (a) the provisions of this Agreement shall continue to apply if Covered Entity agrees that it would be infeasible for Onpoint to return or destroy PHI as provided in Section 15.2 and (b) the obligation of Onpoint to provide an accounting of disclosures as set forth in Section 12 survives the expiration or termination of this Agreement with respect to accounting requests, if any, made after such expiration or termination.

**REQUIRED FORMS**

**Request for Approval to Subcontract**

Date of Request: \_\_\_\_\_

Original Contractor Name:	_____	<b>Contract #:</b> _____
Address:	_____	
Phone Number:	_____	
Subcontractor Representative:	_____	
Agreement #:	_____	Signature: _____

Subcontractor Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Scope of Subcontracted Services: \_\_\_\_\_  
\_\_\_\_\_

**Is any portion of the work being outsourced outside of the United States?**      **YES**      **NO**  
(Note to Business Office: If Yes, do not proceed further with approval until reviewed with Finance & Mgmt)

Dollar Amount of Subcontracted Services: \$ \_\_\_\_\_  
Date Range for Subcontracted Services:      Start: \_\_\_\_\_      End: \_\_\_\_\_

DVHA Business Lead:	_____	<b>Signature:</b> _____
Phone Number:	_____	

Business Office Review

Comments: \_\_\_\_\_

**Contract Administrator Approval:** \_\_\_\_\_ **Title:** \_\_\_\_\_ **Date:** \_\_\_\_\_

*Required: Contractor cannot subcontract until they receive this signed approval from the State of Vermont. On the reverse side of this form there is language that must be included by the contractor in all subcontracting agreements.*

**Task Order 001 [numbered consecutively]**

<b>Task Title:</b>	
<b>Contractor:</b>	
<b>Contract #:</b>	
<b>Duration:</b>	
<b>Cost:</b>	

**1. Scope of Work**

**2. Deliverables**

**3. Payment Provisions**

*Payment terms must specify if payments are based on an hourly rate or deliverables.*

<b>Onpoint Contact</b>		
<b>Approval Signature</b>		Date
<b>Blueprint Executive Director:</b>	Craig Jones	
<b>Approval Signature</b>		Date
<b>DVHA Contract Administrator</b>	Natalie Elvidge	
<b>Approval Signature</b>		Date

**Comments:** \_\_\_\_\_

Exhibit 1 to Attachment A

						
Vermont DVHA Contract #18943						
Estimated budget for the period 01/01/2014 through 12/31/2014						
				Estimated Average Rate	\$158	\$158
Description	Data Management	Analysis & Reporting	Data Management	Analysis & Reporting	Total Project	
Continued Trend Analysis 2007-2012 data		120	\$0	\$18,960	\$18,960	
Drill down analytics on 2007-2012 practice profiles		300	\$0	\$47,400	\$47,400	
Other ad-hoc analytic requests on 2007-2012 data		160	\$0	\$25,280	\$25,280	
Onpoint proposed analytics 2007-2012		60	\$0	\$9,480	\$9,480	
			\$0	\$0	\$0	
<b>Vermont Data</b>			\$0	\$0	\$0	
Attribution 2007-2013 data	131		\$20,698	\$0	\$20,698	
Membership file 2007-2013 data	13		\$2,054	\$0	\$2,054	
HUER 2007-2013 data	55		\$8,690	\$0	\$8,690	
RCUTIL 2007-2013 data	55		\$8,690	\$0	\$8,690	
Selected Chronic Conditions 2007-2013 data	12		\$1,896	\$0	\$1,896	
CRG 2007-2013 data	25		\$3,950	\$0	\$3,950	
DRG 2007-2013 data (same version DRG for all years required for TCOC)	16		\$2,528	\$0	\$2,528	
Total Cost of Care 2007-2013	104		\$16,432	\$0	\$16,432	
HEDIS 2007-2013	86		\$13,588	\$0	\$13,588	
Special processing for Medicare Advantage and Dual Eligibles	80		\$12,640	\$0	\$12,640	
Analysis of data limitations 2007-2013 data		120	\$0	\$18,960	\$18,960	
Ad hoc data management for limitations 2007-2013 data	120		\$18,960	\$0	\$18,960	
			\$0	\$0	\$0	
<b>Comparison Group (e.g., Maine commercial data)</b>			\$0	\$0	\$0	
Membership file 2007-2013	13		\$2,054	\$0	\$2,054	
HUER 2007-2013 data	55		\$8,690	\$0	\$8,690	
RCUTIL 2007-2013 data	55		\$8,690	\$0	\$8,690	
Selected Chronic Conditions 2007-2013 data	8		\$1,264	\$0	\$1,264	
CRG 2007-2013 data	25		\$3,950	\$0	\$3,950	
Total Cost of Care 2007-2013	130		\$20,540	\$0	\$20,540	
HEDIS 2007-2013	86		\$13,588	\$0	\$13,588	
Merge Vermont and Comparison Data (e.g., Maine data)	8		\$1,264	\$0	\$1,264	
			\$0	\$0	\$0	
Update National HEDIS NCQA	24		\$3,792	\$0	\$3,792	
			\$0	\$0	\$0	
Trending 2007-2013 data		234	\$0	\$36,972	\$36,972	
Ad-hoc trending analyses requests 2007-2013 data		90	\$0	\$14,220	\$14,220	
Practice Profiles 2007-2013		135	\$0	\$21,330	\$21,330	
Drill down analytics on 2007-2013 practice profiles		225	\$0	\$35,550	\$35,550	
Other ad-hoc analytic requests on 2007-2013 data		120	\$0	\$18,960	\$18,960	
Onpoint proposed analytics 2007-2013 data		60	\$0	\$9,480	\$9,480	
Linkage 2007-2012 (some projects could be 2007-2013 depending on timing)	-	-	\$0	\$0	\$0	
HLW - Data 2007-2012 data	40	-	\$6,320	\$0	\$6,320	
HLW - Analytics 2007-2012 data	-	80	\$0	\$12,640	\$12,640	
VCCI - Data 2007-2012 data	8	-	\$1,264	\$0	\$1,264	
VCCI - Analytics 2007-2012 data	-	140	\$0	\$22,120	\$22,120	
SASH - Data 2007-2012 data	80	-	\$12,640	\$0	\$12,640	
SASH - Analytics 2007-2012 data	-	160	\$0	\$25,280	\$25,280	
DAIL - Data 2007-2012 data	140	-	\$22,120	\$0	\$22,120	
DAIL - Analytics 2007-2012 data	-	160	\$0	\$25,280	\$25,280	
CHT - Data 2007-2012 data	140	-	\$22,120	\$0	\$22,120	
CHT - Analytics 2007-2012 data	-	160	\$0	\$25,280	\$25,280	
DocSite Data: acquisition, loading, linkage, merge to claims 2007-2012 data	400	-	\$63,200	\$0	\$63,200	
DocSite Analytics: potential merged clinical and claims analytics 2007-2012 data	-	400	\$0	\$63,200	\$63,200	
			\$0	\$0	\$0	
Unplanned work		180	\$0	\$28,440	\$28,440	
Project management (on site meetings and travel)		120	\$0	\$18,960	\$18,960	
Project management (weekly and other meetings, quarterly progress reports, etc.)		200	\$0	\$31,600	\$31,600	
<b>Subtotal 2014 Hours and Dollars</b>	<b>1,909</b>	<b>3,224</b>	<b>\$ 301,622</b>	<b>\$ 509,392</b>	<b>\$ 811,014</b>	
<b>Total</b>		<b>5,133</b>				

