

1. **Parties.** This is a contract for personal services between the State of Vermont, Department of Vermont Health Access (hereafter called "State"), and Onpoint Health Data, with a principal place of business at 254 Commercial Street, Suite 257, Portland, ME 04101 (hereafter called "Contractor"). The Contractor's form of business is a non-profit corporation under Section 501(c)(3). 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 data analysis and reporting regarding healthcare spending, healthcare utilization, healthcare quality measurement, and healthcare outcomes (healthcare analytic services) for the Blueprint for Health program (Blueprint). Many of those services will support, and be coordinated with, the State of Vermont's larger healthcare reform efforts. 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 **\$867,455.00**
4. **Contract Term.** The period of Contractor's performance shall begin on January 1, 2015, and end on December 31, 2015. The State and the Contractor have the option of extending this contract for two (2) additional one-year terms, subject to the agreement of both parties.
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 representatives of the State and the Contractor.
7. **Cancellation.** This contract may be cancelled by either party by giving written notice at least 30 days in advance. Notwithstanding this provision, if a governmental agency with due authority determines that a program or facility operated by the Contractor, wherein services authorized under this contract are provided, is not in compliance with State and Federal law or is operating with deficiencies, the State may terminate this contract immediately and notify the Contractor accordingly. Also, in the event that federal funds supporting this contract become unavailable or are reduced, the State may cancel this contract with no obligation to pay the Contractor from State revenues.

8. **Contact Persons for this Award:**

| | <u>State Fiscal Manager</u> | <u>State Program Manager</u> | <u>For the Contractor</u> |
|----------|-----------------------------|------------------------------|---------------------------|
| Name: | Natalie Elvidge | Tim Tremblay | James Harrison |
| Phone #: | 802-879-7956 | 802-872-7533 | 207-430-0682 |

**ATTACHMENT A
 SPECIFICATIONS OF WORK TO BE PERFORMED**

Glossary of Terms and Acronyms

| Term/Acronym | Definition |
|---------------------|---|
| ACE | Adverse Childhood Experience |
| ACO | Accountable Care Organization |
| AHS | Agency of Human Services |
| APCD | All payer claims database (such as VHCURES) |
| Blueprint | Blueprint for Health, Vermont’s delivery system reform composed of advanced primary care practices supported by multi-disciplinary community health teams |
| CHT | Community Health Team |
| CMS | Centers for Medicare and Medicaid Services |
| DAIL | Department of Disabilities, Aging and Independent Living |
| DCF | Department of Children and Families |
| DMH | Department of Mental Health (DMH) |
| DOC | Department of Corrections |
| DOL | Department of Labor |
| DVHA | Department of Vermont Health Access |
| GMCB | Green Mountain Care Board |
| HEDIS | Healthcare Effectiveness Data and Information Set |
| HSA | Hospital Service Area |
| MAT | Medication Assisted Treatment |
| NCQA | National Committee for Quality Assurance |
| PCMH | Patient-centered Medical Home |
| PHI | Protected Health Information (as defined by federal law) |
| SASH | Support and Services at Home |
| VCCI | Vermont Chronic Care Initiative |
| VDH | Department of Health |
| VHCURES | Vermont Healthcare Claims Uniform Reporting & Evaluation System |

State Expectations and General Contractor Responsibilities

1. In carrying out the duties of this contract, the Contractor shall comply with all applicable state and federal laws regarding the claims data and “Protected Health Information” as that term is defined by federal law.
2. The Contractor shall ensure that all development, analytics, and data storage under this contract is conducted within the United States. The Contractor shall ensure that any data obtained, generated or stored under this contract will not be physically located, moved, transmitted, or disclosed in any way outside of the United States of America.
3. The Contractor shall not sell the research, analyses, and reports generated under the terms of this contract. The Contractor shall include a citation for the Department of Vermont Health Access (DVHA), the Vermont Healthcare Claims Uniform Reporting & Evaluation System (VHCURES), and display the Blueprint for Health logo on the cover of all reports published

- under this contract, unless specifically directed to do otherwise by the Executive Director of the Blueprint or his/her designee(s).
4. To the extent allowed by federal and state laws, the VHCURES data shall be made available as a resource for the review of health care utilization, expenditures, and performance in Vermont. The State of Vermont shall own the data included in VHCURES and, per applicable state and federal law and any data use agreements in place with the Centers for Medicare and Medicaid Services (CMS) pertaining to Medicare or Medicaid data, the State of Vermont shall administer policies and procedures for the collection, management, analysis, reporting and release of VHCURES data.
 5. The Contractor's project staff shall be readily accessible by telephone and email to consult with State staff as needed on a timely basis, meaning within two business days.

As directed by the State, the Contractor shall do the following:

Task 1: Project Management

The Contractor will provide project management for all services and activities outlined within the scope of work (Tasks 2 through 8) of this agreement with the goal of proactively and continuously assessing and managing priorities, budget, and timeline for all data analysis and reporting projects, including active and collaborative communications with the State as needed to identify risks and issues and to drive toward mutual decision points in a timely manner.

Deliverable 1: Project Manager Assignment

The Contractor shall assign a Project Manager, who is preferably the principal investigator or a research director, as the person who oversees the work required under this contract and is the primary point of contact for the State. The Contractor shall notify the State immediately if this position is reassigned and send the resume of the newly assigned Project Manager to the State within 3 business days of reassignment.

The State reserves the right to request assignment of an alternate Project Manager, such as if deliverables are not being met in a timely fashion or if the skill set of the assigned Project Manager does not meet the needs of the State. The Contractor agrees to accommodate this request within 10 business days.

Deliverable 2: Plan of Operations

As directed by State, the Contractor shall provide a detailed Plan of Operations by February 15, 2015. The Plan of Operations, upon approval by the State, shall guide the Contractor in its performance of services under this Agreement. It shall specify deliverables, key services and tasks, timeline and completion targets, and shall indicate how the Contractor is to allocate required staffing and resources for completing reports, analyses, and studies required under this Agreement. Written cost estimates for each deliverable specified in the Plan of Operations will be provided by the Contractor to the State, and must be approved by the State, prior to initiation of work on each deliverable. No reimbursement or other payment shall be provided for any work performed without prior State approval both of a cost estimate and of the item in the Plan of Operations associated with that cost estimate.

Each time a deliverable is updated, such as to include a new measure, drill-down, or dataset analysis at the request of the State, the Contractor will estimate the work effort, cost, and target delivery date associated with the task and communicate this information to the State in writing within five (5) business days of the request. The State must provide approval in writing prior to initiation of work on the task. The Contractor shall assign a number to each deliverable provided for tracking and versioning purposes and shall use this number in the naming convention for any files that make up the deliverable, such as Microsoft Excel® spreadsheets, Word documents, and so on.

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As directed by the State, and subject to the State's approval, the Contractor shall modify the Plan of Operations in a process which takes into account the Contractor's accomplishments, analytical findings to date, State needs, and larger Vermont healthcare reform needs. Proposed modifications should be discussed at decision points pre-defined in the Plan of Operations or requested by the State via email or during weekly progress review calls. A modification shall not be effective without the State's written approval. For confirmation of each Plan modification, the Contractor will provide State with a written copy of the updated Plan of Operations within five (5) business days following the State's written approval of each modification.

The intent of this iterative, operational planning process will be to ensure that the analytical work conducted under this contract is coordinated with, and supportive of, the changing needs and developing measurement models of other key entities in Vermont's health reform efforts, such as the Green Mountain Care Board (GMCB), Accountable Care Organizations (ACOs), care management programs, and various quality improvement initiatives. For this reason, the Contractor will need to be flexible and responsive to the dynamic needs of the State and these other key entities in Vermont's health reform efforts, via updates to the Plan of Operations to include deliverable specifications.

The Plan of Operations is a tool for managing the work described in this Attachment A. It may clarify or expand upon an item included in the Scope of Work, but the Plan of Operations is not intended to supplement or otherwise amend it. The Plan of Operations shall not be used to change the maximum amount under this Agreement, not to add to the Scope of Work. Neither the Plan of Operations nor any modification to it may change the maximum amount payable under this contract, deviate from or add to the scope of this contract, or deviate from any term in any part or attachment to or of this contract. The Plan of Operations shall not be used in lieu of the contract amendment process where in the sole discretion and judgment of the State an amendment is appropriate. The parties recognize that the Plan of Operations process does not obviate the need for State or federal regulatory review of amendments to the scope, budget or maximum amount of this Agreement.

Deliverable 3: Quarterly Progress Reports

The Contractor shall submit written Progress Reports keyed to the Plan of Operations on a quarterly basis and due by April 15, 2015, July 15, 2015, October 15, 2015, and January 15, 2016. The Contractor shall report on performance measures as mutually agreed upon with the State, including, but not limited to, cost-effectiveness, timeliness, accuracy, depth of research, application of recognized methods, and specific efforts taken to make research, analyses, and reports clearly presented, accessible, meaningful, and useful to users. The Contractor shall identify challenges and actions being taken related to delays or inability to complete tasks per the Plan of Operations and/or shortfalls in performance and proposed remediation plans.

Additionally, the Contractor may include performance measures in the quarterly Progress Reports related to flexibility and extra effort applied towards accommodating unanticipated and/or time-sensitive requests by the State.

Deliverable 4: Teleconference Meetings (Weekly and As Requested)

On a weekly basis, or more frequently as requested by the State, the Contractor's Project Manager shall convene teleconferences at the Contractor's expense with State staff and other interested parties specified by the State as needed to discuss initiation and methods for new projects, review of progress on existing projects, budget status and need for project prioritization, if applicable, other concerns or issues, and next steps to solve problems and meet objectives for contract deliverables.

At least one (1) business day prior to the meeting, the Contractor's Project Manager shall send a meeting agenda via email to the State and to all teleconference attendees listed on the invite. Within one (1) business day after the meeting, the Contractor's Project Manager shall send meeting minutes, including next steps and assigned action items with due dates, via email to all teleconference invitees.

Deliverable 5: In-person Meetings (Bi-annually)

Every six months, beginning in the first month of the contract, the Project Manager shall meet in-person in Vermont with State and other parties identified by the State at a meeting convened by the State to consult, plan, review, and make presentations related to contract deliverables. The Contractor shall draft the agendas and meeting materials in electronic format for advance review and approval by the State and provide electronic and/or hardcopy packets of final materials as requested by the State. The Contractor shall provide all equipment needed for meetings, including computers, projectors, and associated hardware and software required for presenting materials.

Deliverable 6: Delivery of Work Products for Review and Acceptance

The Contractor shall deliver all written reports, analyses, and other similar work products, including drafts, upon completion in electronic file formats and applications as reasonably requested by the State. The Contractor shall format all reports including spreadsheets to be fitted to page, properly formatted with titles and pagination, and printer ready.

The Contractor shall provide the State with drafts of all work products and reporting within a reasonable amount of time prior to the due date of final deliverables as agreed upon and specified in the most up-to-date Plan of Operations.

All work products, including written reports and analyses, are subject to State approval and acceptance, which shall be communicated in writing via email. If deliverables do not meet the State's acceptance criteria, the Contractor and the State shall collaborate on a mutually agreeable remediation plan to correct and resubmit the deliverables.

Deliverable 7: Transition Plan, Return of Data, and Destruction/Deletion of Data and Files

Before the conclusion of this contract and in the event that the contract is terminated and/or the contract is awarded to another vendor, the Contractor shall develop a transition plan for continued operations that shall assist the State in maintaining timely analyses and reporting of the State's data upon expiration of the contract. The Contractor shall cooperate with complete and timely transfer of the State's data and technical documentation in the event that the subsequent contract is awarded to a new vendor and/or the analysis and reporting is developed within State.

At the conclusion of this contract, as directed by the State, the Contractor shall give to the State all data provided by the State and the State of Vermont under data use agreements related to this contract and provide electronic versions of all final analyses, studies, reports and technical documentation in formats and applications as requested by State. The State of Vermont shall own the data included in VHCURES and, per applicable state and federal law and any data use agreements in place with the Centers for Medicare and Medicaid Services (CMS), the State of Vermont shall administer policies and procedures for the collection, management, release and final disposition of VHCURES data. For the avoidance of doubt, upon termination of the contract, (A) the Contractor's obligations with respect to the return of data applies to data (i) then being held by the Contractor and its subcontractors, as State is not expecting the Contractor to store or archive all data that it ever receives from State or the State of Vermont from the beginning of time under this contract; and (ii) not otherwise deleted by the Contractor from its systems in accordance with its security procedures or pursuant to State's instructions; and (B) the Contractor's obligation to provide "electronic versions of all final analyses, studies, reports and technical documentation" will be satisfied by providing such electronic versions in an industry-standard format for the delivery of electronic files during the course of the engagement.

Upon expiration of the contract, to the extent reasonably practicable, the Contractor shall expunge all data and files from the Contractor's system as directed by State and provide written certification that all data has been destroyed and expunged as directed by State. The return of data and destruction of data shall be accomplished at no extra cost to the State beyond what may be specified in this contract.

Regardless of the successful destruction of the data, under no circumstances shall the Contractor use the State of Vermont's data in a manner inconsistent with federal and/or State laws, regulations and policies pertaining to the usage of such data. Additionally, the Contractor must obtain written permission, such as via email, from the Executive Director of the Blueprint prior to the Contractor using or releasing any data, data analyses, or related products, obtained from or through the State of Vermont or through this Contract, to entities other than State, including, but not limited to, publications in journal articles, presentations or distributions at conferences or via electronic means to outside parties, or any other sharing of the data or work products requested by State. The Contractor is responsible for maintaining a record of all written communications granting or denying this type of permission and producing this level of documentation in the event that the State questions the Contractor's use or release of data, data analyses, or related work products. The State shall also maintain a record of these communications.

Deliverables:

The Contractor shall provide:

1. Assignment of a Project Manager on January 1, 2015. The Contractor shall notify the State immediately if this position is reassigned, and send the State a resume for the newly assigned Project Manager.
2. Detailed Plan of Operations by February 15, 2015, modified as approved or directed by the State.
3. Quarterly Progress Reports on or before April 15, 2015, July 15, 2015, October 15, 2015, and January 15, 2016, keyed to the Plan of Operations, with the Contractor's performance measures.
4. Weekly and as requested teleconferences involving the Contractor's Project Manager, including distribution of meeting agenda one (1) business day prior to a scheduled call and of meeting minutes, including next steps and assigned action items with specified due dates, one (1) business day after the call.
5. Biannual in-person meetings in Vermont involving the Contractor's Project Manager, including preparation of agendas and meeting materials and provision of all equipment (computers, projectors, hardware, software, and so on) needed for meetings.
6. Delivery of drafts of all work products and reporting within a reasonable amount of time prior to the due date of final deliverables as agreed upon and specified in the most up-to-date Plan of Operations. Final deliverables subject to acceptance by the State in writing. Remediation plan required to correct deliverables that do not meet agreed upon acceptance criteria.
7. Transition plan for continued operations. Electronic files for the return of State of Vermont data. Deletion and destruction of data provided by the State and any derivative files and work products produced for the State from the Contractor's systems, excluding proprietary methods and reporting templates developed by the Contractor.

Data Analysis and Reporting Services

The State of Vermont regulates and monitors key sectors of Vermont's health care system to ensure that all Vermonters have access to health care that is affordable and meets accepted standards for quality. Per the VHCURES statutory mandate and to the extent allowed by federal and state laws, the data shall be widely available for the review of health care performance in Vermont. As requested, the Contractor shall assist the State in the development and production of standardized reports and customized analyses, reports, and studies using VHCURES data, in addition to other complementary data sets as requested.

The Contractor shall provide research, analyses and reports in a cost-effective manner that is timely, accurate, and well researched; and apply high standards for methods as used in health care services and health policy research. The Contractor shall provide analyses and reports in narrative, tabular, and graphical formats that make the information and findings clearly articulated, accessible, meaningful, and useful to a wide variety of users including insurers, employers, providers, purchasers of health care, state

agencies, regulators, consumers, and policy makers.

Task 2: Data Acquisition and Preparation in Order to Support Analytic and Reporting Work Products

Data sources will include extracts from the Vermont Healthcare Claims Uniform Reporting and Evaluation System (VHCURES), and other State-specified datasets related to healthcare utilization and outcomes.

The Contractor shall work in collaboration with the State on the acquisition of the necessary datasets.

Deliverable 1: Implementation of Data Use Agreements (DUAs)

The State will be responsible for facilitating, via Data Use Agreements (DUA), contract provisions, or grant provisions, authorizations for the secure transfer of VHCURES data, and any other State-specified supplemental datasets, to the Contractor from the holders of those datasets, for purposes of analysis and reporting.

The Contractor, however, will be responsible for pursuing and implementing required DUAs beyond such facilitation that only the State can provide.

Deliverable 2: Data Transformation and Descriptive Reports on Data Quality

The Contractor will obtain VHCURES data extracts and other state-specified data extracts in industry-standard formats via data-transfer agreements, maintain the security of that data, load the data into the Contractor's analytics systems or software, and transform the data as necessary for analysis and reporting. Such data transformations will involve assessment of, and reporting on, the completeness and quality of the data files, designation of key data elements, linking of person and organizational identifiers, and merging of data files.

Deliverable 3: Code Lookups

The Contractor will be responsible for obtaining and maintaining national and industry-standard code lookups, while the State will be responsible for facilitating the transfer of State-of-Vermont-specific code lookups to the Contractor from dataset sources.

Deliverable 4: Data Preparation and Linkage

These tasks will involve the preparation of multi-payer healthcare claims data for analysis and reporting, and the linkage of such data to supplemental datasets necessary for measuring and reporting on a broad range of healthcare outcomes.

Deliverables:

The Contractor shall provide:

1. The Contractor's signatures on Data Use Agreements (DUAs), as required for data acquisition.
2. The Contractor's use of secure data transfer mechanisms, such as, but not limited to, Secure File Transfer Protocol (SFTP) or Virtual Private Network (VPN) connections.
3. Descriptive statistical reports addressing the completeness, reliability, and validity of datasets obtained, transformed, and linked by the Contractor.
4. National and industry-standard code lookups. Preparation of multi-payer healthcare claims for data analysis and reporting and linkage of data to supplemental datasets for measuring outcomes.

Task 3: Patient Attribution

The Contractor will analyze and report patient (member) attribution information for individual and organizational healthcare providers based on VHCURES claims data. Models of patient-attribution will include, but not be limited to, those associated with Patient-Centered Medical Home (PCMH) and Community Health Team (CHT) attributions under the Vermont Blueprint for Health program according to the current Blueprint methodology. The Blueprint will communicate any changes to the methodology proactively to the Contractor within three (3) business days of the publicly announced or posted changes.

The purposes of conducting such patient attribution shall be for evaluation, measurement, reporting, model development, and trend analysis. The Contractor will construct member attribution to Vermont Blueprint practices and determine non-Blueprint comparison group(s) for evaluations. Comparison group data will be drawn from another similar state, such as Maine or Minnesota.

Deliverables:

The Contractor shall provide:

1. Analysis and reporting on patient (member) attribution for individual and organizational healthcare providers based on VHCURES claims data.
2. Construction of member attribution to Blueprint practices and determination of non-Blueprint comparison groups for evaluation.
3. Descriptive statistical reports addressing the results of patient-attribution algorithms and queries and validation of those results as requested by the State for the purposes of evaluation, measurement, reporting, model development, and trend analysis.

Task 4: Statewide Blueprint Evaluation and Reporting, Using Claims Data

The Contractor will analyze and report statewide Blueprint for Health program expenditures and healthcare outcomes from VHCURES claims data for the program, as requested by the Executive Director of the Blueprint or his/her identified designee from the Department of Vermont Health Access (DVHA).

Drill downs, additional analytics, new metrics, and new displays will be added at the request of the Blueprint Executive Director and based on findings and the State's needs to support Vermont's healthcare reform efforts.

Reporting will include various forms and formats based on State's needs, such as spreadsheets, slide decks, technical documents, and articles for publication.

Deliverables:

The Contractor shall provide:

1. For the Blueprint for Health program evaluation on expenditures and healthcare outcomes, analyses, studies, reports, slide presentations, articles, and/or technical documentation in electronic, industry-standard formats; in narrative, tabular, and graphical form; and fitted to page, properly formatted with titles and pagination, and printer ready.
2. As requested by the Executive Director of the Blueprint, addition of new drill downs, analytics, metrics, and/or displays based on findings and to support Vermont's dynamic healthcare reform efforts.

Task 5: Trend Analysis

The Contractor will perform trend analyses on VHCURES claims data and State-specified complementary datasets at the direction and request of the Blueprint Executive Director.

Examples of possible trend analyses may include, but not be limited to:

- Patient attribution, healthcare expenditure, healthcare utilization, and healthcare outcomes

trends.

- Multi-year trend analysis for an available and feasible analysis period as designated by the Executive Director of the Blueprint for Health, such as calendar year 2008 forward.
- One overall annual trend analysis with drill-downs to interpret findings.

Drill downs, additional analytics, new metrics, and new displays will be added at the request of the Blueprint Executive Director and based on findings and the State's needs to support Vermont's healthcare reform efforts.

Reporting will include various forms and formats based on State's needs, such as spreadsheets, slide decks, technical documents, and articles for publication.

Deliverables:

The Contractor shall provide:

1. For each trend analysis requested by the Executive Director of the Blueprint, analyses, studies, reports, slide presentations, articles, and/or technical documentation in electronic, industry-standard formats; in narrative, tabular, and graphical form; and fitted to page, properly formatted with titles and pagination, and printer ready.
2. As requested by the Executive Director of the Blueprint, addition of new drill downs, analytics, metrics, and/or displays based on findings and to support Vermont's dynamic healthcare reform efforts.

Task 6: Profile Production

The Contractor will produce healthcare organization profiles based on VHCURES claims data and State-specified complementary datasets at the direction and request of the Blueprint Executive Director.

An example of a Vermont Blueprint for Health healthcare organizational (practice) profile produced in the past is presented in Appendix B.

Deliverables:

On a timeline directed by the State, the Contractor shall provide:

1. Practice profiles for each Blueprint practice twice per year based on 12-month units of analysis (e.g., 7/1/2013 – 6/30/2014) and then calendar year (e.g., 1/1/2014-12/31/2014) and parallel profiles for each parent organization specified by State, for each HSA, and for a statewide aggregate.
2. Production of multi-level profiles done at the practice, parent-organization, and Vermont Department of Health Hospital Service Area and Blueprint Health Service Area (HSA) levels. Parent-organization profiles will include those for Accountable Care Organizations (ACOs), and will involve the production of ACO dashboards, as State works in partnership with the ACOs on specification review for identified measures, gap analysis of data, and needs assessments.
3. Multi-level profiles will include comparative results for the most recent time period with available claims data as described in item 1 above.
4. Two (2) annual profile runs with at least a 3-month paid runout on the claims data being used for these annual profiles. Measures will include Total Resource Use Index (RUI) outcomes, and regression analyses.
5. As requested by the Executive Director of the Blueprint related to healthcare organization profiles, analyses, studies, reports, slide presentations, articles, and/or technical documentation in electronic, industry-standard formats; in narrative, tabular, and graphical form; and fitted to page, properly formatted with titles and pagination, and printer ready.
6. As requested by the Executive Director of the Blueprint, addition of new drill downs, analytics, metrics, and/or displays based on findings and to support Vermont's dynamic

healthcare reform efforts.

Task 7: Integration and Analysis of Complementary Non-Claims Datasets

The Contractor will integrate complementary non-claims datasets with VHCURES data for additional analytics, generation of measure results, and reporting.

The Contractor will perform data analysis activities to merge clinical data extracts from Vermont's statewide clinical data repository with VHCURES claims data extracts upon the request of the Executive Director of the Blueprint or his/her identified designee from the Department of Vermont Health Access (DVHA). Among those data analyses will be the generation of healthcare utilization, healthcare expenditure, and clinical quality measures, including those used by Accountable Care Organizations (ACOs):

- Clinical-only quality measures
- Clinical-claims-hybrid quality measures
- To include HEDIS, NCQA, and CMS clinical quality measures

The Contractor will use data integration for multiple reporting and analytic purposes related to topical areas, including, but not limited to:

- Community Health Teams
- Vermont Hub & Spoke Program, including the Medication-Assisted Treatment (MAT) program, for opioid addiction treatment
- Support and Services At Home (SASH)
- Healthier Living Workshops and healthcare self-management training
- Vermont Chronic Care Initiative (VCCI) for chronic disease management and other chronic disease management initiatives
- Adverse Childhood Experience (ACE) measures

Examples of reporting involving supplemental, or complementary, datasets would include studies related to other State of Vermont and Agency of Human Services (AHS) departments. These departments include the Department of Health (VDH), the Department of Disabilities, Aging and Independent Living (DAIL), the Department of Children and Families (DCF), the Department of Mental Health (DMH), the Department of Corrections (DOC), and the Department of Labor (DOL). Required analyses and reports may involve the combination of supplemental datasets from these departments or other sources with VHCURES data to show the impact of healthcare services on various AHS service populations on various outcome measures.

Supplemental datasets will include, but not be limited to:

- Vermont Department of Corrections data.
- Vermont Department of Labor employment and wage data.

Drill downs, additional analytics, new metrics, and new displays will be added based on findings and State's needs to support Vermont's healthcare reform efforts.

Reporting will include various forms and formats based on State's needs, such as spreadsheets, slide decks, technical documents, and articles for publication.

Deliverables:

The Contractor shall provide:

1. Data analysis activities on merged clinical/claims data sets, including the generation of measures as directed by the Executive Director of the Blueprint and/or his/her designee.
2. Data integration of supplemental or complementary data sets, usually with the VHCURES claims data set, for multiple reporting and analytic purposes related to

topical areas in Vermont.

3. As requested by the Executive Director of the Blueprint related to merged clinical/claims datasets and/or supplemental or complementary datasets, analyses, studies, reports, slide presentations, articles, and/or technical documentation in electronic, industry-standard formats; in narrative, tabular, and graphical form; and fitted to page, properly formatted with titles and pagination, and printer ready.
4. As requested by the Executive Director of the Blueprint, addition of new drill downs, analytics, metrics, and/or displays based on findings and to support Vermont's dynamic healthcare reform efforts.

Task 8: Additional Analytics and Reporting on Complementary Healthcare Topics to Support Blueprint and Overall Vermont Healthcare Reform Efforts

As requested by the Executive Director of the Blueprint or his/her identified designee from the Department of Vermont Health Access (DVHA), the Contractor will produce additional analytics, measure results, and reporting on complementary healthcare topics to support Vermont's Blueprint for Health and overall healthcare reform efforts in the State.

Example of topics for additional analytics and reporting include, but are not limited to:

- Providing information about varying cost of procedures in different medical facilities or across provider types
- Exploring the value equation (cost and quality) for services provided
- Informing the design and evaluation plan of payment reform models including the medical home model and accountable care organizations (ACOs)
- Evaluating the effect of health reforms on cost, quality, and access to care in a state
- Comparing the prevalence of disease across a population
- Comparing utilization patterns to identify successful cost containment strategies
- Combining claims data and clinical data to report on healthcare utilization, expenditures, and outcomes
- Estimating the cost of potential legislative changes affecting Medicaid and later calculating the actual cost and impact of the legislation
- Reporting Healthcare Effectiveness Data and Information Set (HEDIS) measures for various healthcare provider or payer patient populations in Vermont and comparing those to HEDIS measures at the national level
- Reporting Medicare, Medicaid, and commercial Accountable Care Organization (ACO) clinical quality measures for various healthcare provider or payer patient populations
- Reporting CMS Meaningful Use clinical quality measures for various healthcare provider patient populations
- Reporting Medicaid Electronic Healthcare Record (EHR) Incentive Program Medicaid patient-encounter counts for various healthcare providers
- Evaluating the impact of the Blueprint's Multi-payer Advanced Primary Care Practice (MAPCP) Demonstration on utilization and healthcare expenditures for Medicare patients treated in medical homes compared to routine care
- Evaluating the impact of the Blueprint's MAPCP model, and that of the more general Blueprint model, on utilization and expenditures in Hospital Service Areas (HSAs) as the models expand statewide
- Evaluating the impact of additional payment reforms on utilization and expenditures as they are added to the Blueprint's MAPCP model and to the more general Blueprint model
- Evaluating regional and institutional variability of healthcare quality, utilization, and expenditures as healthcare reforms expand statewide
- Reporting on utilization and expenditure measures for individuals identified in claims or clinical data as having chronic disease. Categories and combinations of chronic disease indicators to be analyzed will be determined by the Blueprint program.

As indicated above, the Contractor will perform additional analytics and reporting on complementary healthcare topics as requested by the Executive Director of the Blueprint and deliver the related reports.

The Contractor will create and analyze a consolidated dataset (commercial payer, Medicaid, and Medicare claims, as available) and will create and deliver to the Blueprint Executive Director a report using the consolidated data set over a multi-year period on base measures. This primary report will analyze utilization and expenditure measures. The contractor will create and deliver to the Blueprint Executive Director a secondary set of advanced analytic reports using the consolidated data set, including regression analyses.

The Contractor will propose additional analytics related to the State's specified objectives.

Drill downs, additional analytics, new metrics, and new displays will be added based on findings and State's needs to support Vermont's healthcare reform efforts.

Reporting will include various forms and formats based on State's needs, such as spreadsheets, slide decks, technical documents, and articles for publication.

Deliverables:

The Contractor shall provide:

1. Additional analytics, measure results, and reporting on complementary healthcare topics to support Vermont's Blueprint for Health and overall healthcare reform efforts in the State.
2. Creation and analysis of a consolidated dataset (commercial payer, Medicaid, and Medicare claims, as available) for multi-year reporting on base measures. Advanced analytic reports using the consolidated data set, including regression analyses.
3. Suggestions for additional analytics related to the State's specified objectives.
4. As requested by the Executive Director of the Blueprint related to complementary healthcare topics, analyses, studies, reports, slide presentations, articles, and/or technical documentation in electronic, industry-standard formats; in narrative, tabular, and graphical form; and fitted to page, properly formatted with titles and pagination, and printer ready.
5. As requested by the Executive Director of the Blueprint related to complementary healthcare topics, addition of new drill downs, analytics, metrics, and/or displays based on findings and to support Vermont's dynamic healthcare reform efforts.

Task 9: NCQA HEDIS Certification

The Contractor will work to achieve and maintain National Committee for Quality Assurance (NCQA) vendor certification for NCQA's Healthcare Effectiveness Data and Information Set (HEDIS) measures used in the performance of this contract and for the number of covered lives reflective of the population for the State of Vermont. The State will provide all clinical data to be used for HEDIS measure calculation, and the Contractor is not expected to perform or provide clinical chart review services.

At minimum, the Contractor will pursue NCQA certification for the following 15 claims-based HEDIS measures for up to 1,000,000 covered lives:

- BCS - Breast Cancer Screening
- CCS – Cervical cancer screening
- CHL – Chlamydia screening
- CWP – Appropriate testing for kids with pharyngitis
- AAB – Avoidance of antibiotics for acute bronchitis
- CDC – Comprehensive diabetes care, HbA1c

- CDC – Comprehensive diabetes care, LDL
- CDC – Comprehensive diabetes care, Eye exam
- CDC – Comprehensive diabetes care, Nephropathy
- LBP – Use of imaging for low back pain
- FUH – follow up for hospitalization for mental illness
- IET – initiation of alcohol and other drug dependence treatment
- W34- Well child visits in the 3-6 years of life
- AWC – Adolescent well-care visits
- PCR – Plan all-cause readmissions

As directed by the Executive Director of the Blueprint for Health program, the Contractor will pursue NCQA certification for other specified NCQA HEDIS measures to include claims-based, clinical, and hybrid claims-and-clinical measures based on the needs of the State and contingent upon the State providing clinical data for analysis. In particular, the Contractor may be directed to pursue NCQA HEDIS certification for other specified Vermont ACO HEDIS measures.

Activities involved may include, but not be limited to, intake of test data set from HEDIS, mapping to the VHCURES data structure, running data through Onpoint HEDIS code, mapping test results to a HEDIS template, undergoing a review process with NCQA, and iterating as necessary until results receive a passing status.

Deliverables:

The Contractor shall provide:

1. Documentation of progress toward NCQA HEDIS measure certification on a monthly basis
2. Documentation of NCQA HEDIS measure certification when initially achieved
3. Documentation of progress in maintaining NCQA HEDIS measure certification.

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 (Appendix I – 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
Contract and Grant Management Specialist
Department of Vermont Health Access (DVHA)
312 Hurricane Lane, Suite 201
Williston, VT 05495-2087
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.

**ATTACHMENT B
PAYMENT PROVISIONS**

The maximum dollar amount payable under this agreement is not intended as any form of a guaranteed amount. The Contractor will be paid for products or services actually performed as specified in Attachment A 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 provisions specifying payments are as follows:

1. The Contractor shall invoice the State on the 15th of the month for services provided and expenses incurred 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 of the Executive Director of the Vermont Blueprint for Health program and/or his/her designees. Each invoice must include a unique invoice number, dates of service, itemized hours being invoiced for each staff category against the appropriate tasks in Attachment A, a list of allowable expenses incurred, and total charges. Itemized billing must be documented to reflect linkage with the Plan of Operations and deliverables specified therein.

1.1. The State shall pay the Contractor for fully-burdened staff time, at the following hourly rates per staff category:

| | |
|-----------------|----------|
| Principal: | \$250.00 |
| Director: | \$225.00 |
| Senior Analyst: | \$150.00 |
| Analyst: | \$125.00 |

The total cost for each employee category as specified above includes any indirect rate that covers the administrative expenses, occupancy fees, utilities, repair and maintenance of equipment, office maintenance, audit and legal fees, insurance, telephone, postage, supplies, data infrastructure, data analysis and reporting tools (including hardware and software), data acquisition/transfer tools, etc. The State does not guarantee the assignment of any minimum number of hours or other work under this contract. Total staff-time expenses under the contract shall not exceed **\$830,455.00**.

1.2. The State shall reimburse the Contractor for reasonable and necessary travel expenses incurred in performance of this contract. The travel budget covers the costs associated with two on-site visits per year. The Contractor may invoice the State for the actual documented cost of each trip. Billing for mileage shall include the points of origin and destination and the total number of miles traveled. Reasonable expenses for State-approved travel will be reimbursed on an as-incurred basis at the State required per diem rates and limits as outlined in Bulletin 3.4. Total travel expenses under the contract shall not exceed **\$1,500.00**.

1.3. The State shall reimburse the Contractor for data acquisition fees charged by data sources for the release of State-specified datasets to the Contractor for the purpose of analysis. When submitting for reimbursement of these expenses, the Contractor shall provide documentation, such as an invoice, reflecting the actual costs incurred. Total data-acquisition-fee expenses under the contract shall not exceed **\$12,000.00**.

1.3.1. The State shall not reimburse the Contractor for data tools or infrastructure, such as those

required for the acquisition, secure transfer, storage, and analysis of State-specified datasets. Those expenses are included as indirect costs in the fully-burdened hourly staffing rates specified in this agreement.

1.4. The State shall reimburse the Contractor for fees or licenses charged by the National Committee for Quality Assurance (NCQA) for vendor certification related to generation of NCQA's Healthcare Effectiveness Data and Information Set (HEDIS) measures in the performance of this contract. When submitting for reimbursement of these expenses, the Contractor shall provide documentation, such as an invoice, reflecting the actual costs incurred. Total reimbursement for NCQA-HEDIS-related certification fees and licenses under the contract shall not exceed **\$23,500.00**.

1.4.1. The State shall not reimburse the Contractor for data tools or infrastructure, such as those required for the acquisition, secure transfer, storage, and analysis of State-specified datasets. Those expenses are included as indirect costs in the fully-burdened hourly staffing rates specified in this agreement.

2. No benefits or insurance will be reimbursed by the State.
3. All payments to the Contractor shall be based upon the State's acceptance of the deliverables outlined in Attachment A. The Contractor may invoice the State monthly. For the months of April, July, October, and January, the Contractor shall submit with their monthly invoice required quarterly Progress Reports. Payments to the Contractor for April, July, October, and January shall be based upon the State's acceptance of quarterly Progress Reports, in addition to acceptance of deliverables for those months. Progress report and deliverable acceptance shall be indicated by the Executive Director of the Blueprint or his/her designee in writing via email within 10 business days of submission by the Contractor.
4. The State reserves the right to withhold part or all of the contract funds if the State does not receive timely documentation of the successful completion of contract deliverables outlined in Attachment A. Any work product deemed unacceptable by the State will be subject to revision by the Contractor based upon a remediation plan that the State and the Contractor agree upon.
5. Invoices shall reference this contract number, include date of submission, invoice number, and amount billed for each budget line and total amount billed. Invoices shall also include hours being billed for each staff category against the appropriate tasks in Attachment A, keyed to specific deliverables in the Plan of Operations and Progress Reports.
6. Monthly invoices shall be accompanied by a completed financial reporting form (Appendix A: Required Forms). All reports and invoices related to this contract shall reference this contract number and be submitted electronically to:

Natalie Elvidge
Contract and Grant Management Specialist
Department of Vermont Health Access (DVHA)
312 Hurricane Lane, Suite 201
Williston, VT 05495-2087
Natalie.Elvidge@state.vt.us

Tim Tremblay, MS
Blueprint Data Analyst and Information Chief

Department of Vermont Health Access (DVHA)
312 Hurricane Lane
Williston, VT 05495-2087
Tim.Tremblay@state.vt.us

7. The total maximum amount payable under this contract for the period of 01/01/2015 to 12/31/2015 shall not exceed **\$867,455.00**

Budget

Contract Period Beginning 01/01/2015 ending 12/31/2015.

| | |
|--|---------------------|
| Staff Time | \$830,455.00 |
| Travel Reimbursements | \$1,500.00 |
| Data Acquisition Fee Reimbursements | \$12,000.00 |
| NCQA HEDIS Certification Fees and Licenses | \$23,500.00 |
| Total | \$867,455.00 |

ATTACHMENT C
STANDARD STATE 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 this Agreement extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this Agreement, the State may cancel at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, and in the event federal funds become unavailable or reduced, the State may suspend or cancel this Grant immediately, and the State shall have no obligation to pay Subrecipient 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.

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 coverages are 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 coverages 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 contract, 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 \$3,000,000 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.

For fiscal years ending before December 25, 2015, 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. For fiscal years ending on or after December 25, 2015, a Single Audit is required if the subrecipient expends \$750,000 or more in federal assistance during its fiscal year and must be conducted in accordance with 2 CFR Chapter I, Chapter II, Part 200, Subpart F. 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 shall maintain all records pertaining to performance under this agreement. "Records" means any written or recorded information, regardless of physical form or

characteristics, which is produced or acquired by the Party in the performance of this agreement. Records produced or acquired in a machine readable electronic format shall be maintained in that format. The records described shall be made available at reasonable times during the period of the Agreement and for three years thereafter or for any period required by law 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.

11. Fair Employment Practices and Americans with Disabilities Act: Party 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. 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 all subcontract or subgrant agreements a tax certification in accordance with paragraph 13 above.
- 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:

N/A

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:

N/A

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 January 1, 2015 (“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

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.

ATTACHMENT F
AGENCY OF HUMAN SERVICES' CUSTOMARY CONTRACT PROVISIONS

1. **Agency of Human Services – Field Services Directors** will share oversight with the department (or field office) that is a party to the contract for provider performance using outcomes, processes, terms and conditions agreed to under this contract.
2. **2-1-1 Data Base:** The Contractor providing a health or human services within Vermont, or near the border that is readily accessible to residents of Vermont, will provide relevant descriptive information regarding its agency, programs and/or contact and will adhere to the "Inclusion/Exclusion" policy of Vermont's United Way/Vermont 211. If included, the Contractor will provide accurate and up to date information to their data base as needed. The "Inclusion/Exclusion" policy can be found at www.vermont211.org

3. **Medicaid Program Contractors:**

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

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

Subcontracting for Medicaid Services: Having a subcontract does not terminate the Contractor, receiving funds under Vermont's Medicaid program, from its responsibility to ensure that all activities under this agreement are carried out. Subcontracts must specify the activities and reporting responsibilities of the Contractor or subcontractor and provide for revoking delegation or imposing other sanctions if the Contractor or subcontractor's performance is inadequate. The Contractor agrees to make available upon request to the Agency of Human Services; the Department 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 Department 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.

Federal Medicaid System Security Requirements Compliance: All contractors and subcontractors must provide a security plan, risk assessment, and security controls review document within three months of the start date of this agreement (and update it annually thereafter) to support audit compliance with 45CFR95.621 subpart F, *ADP (Automated Data Processing) System Security Requirements and Review Process*.

4. **Non-discrimination Based on National Origin as evidenced by Limited English Proficiency.** The Contractor agrees to comply with the non-discrimination requirements of Title VI of the Civil Rights Act of 1964, 42 USC Section 2000d, et seq., and with the federal guidelines promulgated pursuant to Executive Order 13166 of 2000, which require that contractors and subcontractors receiving federal funds must assure that persons with limited English proficiency can meaningfully access services. To the extent the Contractor provides assistance to individuals with limited English proficiency through the use of oral or written translation or interpretive services in compliance with this requirement, such individuals cannot be required

to pay for such services.

5. **Voter Registration.** When designated by the Secretary of State, the Contractor agrees to become a voter registration agency as defined by 17 V.S.A. §2103 (41), and to comply with the requirements of state and federal law pertaining to such agencies.
6. **Drug Free Workplace Act.** The Contractor will assure a drug-free workplace in accordance with 45 CFR Part 76.
7. **Privacy and Security Standards.**

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

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

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

Social Security numbers: The Contractor agrees to comply with all applicable Vermont State Statutes to assure protection and security of personal information, including protection from identity theft as outlined in Title 9, Vermont Statutes Annotated, Ch. 62.
8. **Abuse Registry.** The Contractor agrees not to employ any individual, use any volunteer, or otherwise provide reimbursement to any individual in the performance of services connected with this agreement, who provides care, custody, treatment, transportation, or supervision to children or vulnerable adults if there is a substantiation of abuse or neglect or exploitation against that individual. The Contractor will check the Adult Abuse Registry in the Department of Disabilities, Aging and Independent Living. Unless the Contractor holds a valid child care license or registration from the Division of Child Development, Department for Children and Families, the Contractor shall also check the Central Child Protection Registry. (See 33 V.S.A. §4919(a)(3) & 33 V.S.A. §6911(c)(3)).
9. **Reporting of Abuse, Neglect, or Exploitation.** Consistent with provisions of 33 V.S.A. §4913(a) and §6903, any agent or employee of a Contractor who, in the performance of services connected with this agreement, has contact with clients or is a caregiver and who has reasonable cause to believe that a child or vulnerable adult has been abused or neglected as defined in Chapter 49 or abused, neglected, or exploited as defined in Chapter 69 of Title 33 V.S.A. shall make a report involving children to the Commissioner of the Department for Children and Families within 24 hours or a report involving vulnerable adults to the Division of Licensing and Protection at the Department of Disabilities, Aging, and Independent Living within 48 hours. This requirement applies except in those instances where particular roles and functions are exempt from reporting under state and federal law. Reports involving children shall contain the information required by 33 V.S.A. §4914. Reports involving vulnerable adults shall contain the information required by 33 V.S.A. §6904. The Contractor will ensure that its agents or employees receive training on the reporting of abuse or neglect to children and abuse, neglect or exploitation of vulnerable adults.
10. **Intellectual Property/Work Product Ownership.** All data, technical information, materials first gathered,

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

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

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

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

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

12. **Computing and Communication:** The Contractor shall select, in consultation with the Agency of Human Services' Information Technology unit, one of the approved methods for secure access to the State's systems and data, if required. Approved methods are based on the type of work performed by the Contractor as part of this agreement. Options include, but are not limited to:

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

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

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

14. **Non-discrimination.** The Contractor will prohibit discrimination on the basis of age under the Age Discrimination Act of 1975, on the basis of handicap under section 504 of the Rehabilitation Act of 1973, on the basis of sex under Title IX of the Education Amendments of 1972, or on the basis of race, color or national origin under Title VI of the Civil Rights Act of 1964. No person shall on the grounds of sex (including, in the case of a woman, on the grounds that the woman is pregnant) or on the grounds of religion, be excluded from participation in, be denied the benefits of, or be subjected to discrimination, to include sexual harassment, under any program or activity supported by state and/or federal funds.

The Contractor will also not refuse, withhold from or deny to any person the benefit of services, facilities, goods, privileges, advantages, or benefits of public accommodation on the basis of disability, race, creed, color, national origin, marital status, sex, sexual orientation or gender identity under Title 9 V.S.A. Chapter 139.

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
ADDITIONAL CONTRACT PROVISIONS**

1. Conflicts of Interest

If the State determines that a conflict of interest, as defined by the State, exists between a regulated entity and a member or members of the Contractor's staff, the Contractor shall substitute similarly qualified individuals for the conflicted members. If the State determines that a conflict of interest, as determined by the State, exists between Contractor and regulated entity, the State may immediately remove that assignment from the

Contractor, or may invoke its right to terminate this contract pursuant to paragraph 7 on page 1 of this contract. The State reserves the right to make the ultimate determination as to whether a conflict of interest exists.

2. Project Assumptions

The following assumptions detail those conditions that must be satisfied so that the contract objectives are met, and without which the contract will likely not succeed. In addition, these assumptions are factored in during the costing process of the Contractor's fee proposal and may be affected if they are not met.

- The State and the reporters each will timely perform their respective tasks as described and agreed upon.
- The State's authorized representatives will reasonably be available during the project lifecycle to approve plans, sign off on deliverables, and confirm project closure.
- The State will provide in a reasonably timely manner information, resources and other cooperation reasonably necessary for Contractor's performance and delivery timeframes.

The State acknowledges that Contractor will rely on the accuracy and completeness of any information and materials provided by State, and agrees that all information disclosed to Contractor is (or will be at the time of disclosure) true, accurate and not misleading in any material respect. Contractor shall have no obligation for failure to provide services in accordance with this Contract to the extent such failure is caused by inaccurate or incomplete information provided by the State.

3. Force Majeure

Neither party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including acts of war, acts of God, earthquake, flood, embargo, riot, sabotage, labor shortage or dispute, governmental act or failure of the Internet, provided that the delayed party: (a) gives the other party prompt notice of such cause, and (b) uses its reasonable efforts to promptly correct such failure or delay in performance.

4. Confidentiality.

Nothing contained in any provision of this Contract shall be construed to prohibit or limit Contractor from performing services for other clients, or from using any intangible, residual know-how or general knowledge or concepts acquired during the course of providing services under the Contract, so long as Contractor complies with its confidentiality obligations hereunder. The State agrees to keep confidential any information related to Contractor's operations which constitute trade secrets exempt from public disclosure as defined by Vermont law (e.g., its information security program) furnished to the State hereunder and agrees not to use or disclose any such information for any purpose other than as expressly authorized by the Contractor in writing. Contractor shall notify the State when Contractor considers shared information a confidential trade secret.

5. Change Process

The State may, at any time during the term of the contract, request a modification to the specifications, or an addition or reduction, or other change in the scope of the contract or the implementation plan for the contract (collectively, a "Contract Modification"). If the State desires such a modification, the State shall notify Contractor in writing, describing in detail the requested Contract Modification. To the extent the requested Contract Modification requires additional work or investigation to respond to the requested Contract Modification, Contractor will advise the State and, if Contractor decides not to bear its own costs of investigation, Contractor will request a Contract Modification providing for such investigation to be chargeable on a time and materials basis. If Contractor believes that any proposed Contract Modification is impracticable or would impair the integrity of the System, Contractor shall immediately, and in no event more than fifteen (15) days after receipt of a Contract Modification request, advise the State in writing that the request cannot be accepted. Within thirty (30) days after Contractor's receipt of a Contract Modification request, or such later date as may be agreed by the parties where investigation is required, Contractor will provide a final response. If Contractor accepts the Contract Modification request, the parties shall negotiate the necessary adjustments to achieve such Contract Modification and any necessary changes to the terms of this contract.

Department of Vermont Health Access
 Appendix A- Required Forms

| Department of Vermont Health Access Financial Report Form | | | | | | | | | | | | | | |
|--|--|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|----------------------------|------------------------------------|
| (Report Date) | Jan | Feb | Mar | Apr | May | June | July | Aug | Sept | Oct | Nov | Dec | TOTAL EXPENDITURES TO DATE | BALANCE |
| Subrecipient Name: | Onpoint Health Data | | | | | | | | | | | | Grant/Contract Number: | 28076 |
| Grantee's/Contractor's Contact Person: | Karl Finison | | | | | | | | | | | | Reporting Period: | January 1, 2015- December 31, 2015 |
| Grantee's/Contractor's Email Address: | kfinison@onpointhealthdata.org | | | | | | | | | | | | | |
| TOTAL GRANT BUDGET | | | | | | | | | | | | | | |
| Phase & Description | \$ 867,455.00 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 867,455.00 |
| Staff Time | \$ 830,455.00 | | | | | | | | | | | | \$ - | \$ 830,455.00 |
| Travel Reimbursements | \$ 1,500.00 | | | | | | | | | | | | \$ - | \$ 1,500.00 |
| Data Acquisition Fee Reimbursements | \$ 12,000.00 | | | | | | | | | | | | \$ - | \$ 12,000.00 |
| MGQA-HEDS Certification Fees and Licenses | \$ 23,500.00 | | | | | | | | | | | | \$ - | \$ 23,500.00 |
| TOTAL GRANT AMOUNT | \$ 867,455.00 | \$ - | \$ 867,455.00 |
| SIGNATURE OF AUTHORIZING OFFICIAL: | | | | | | | | | | | | | | |
| State Only: | | | | | | | | | | | | | | |
| TOTAL | \$ 867,455.00 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 867,455.00 |

Please Note: Only certain white cells are unlocked for editing, please enter the funding amount on the same line as the specific subcategory; the highlighted main categories will autofill. For categories with no listed subcategories, please enter a title in the space provided for each subcategory being billed

**Department of Vermont Health Access
Request for Approval to Subcontract**

Date of Request: _____

| | | | |
|---------------------------|-------|-------------|-------|
| Original Contractor Name: | _____ | Contract #: | _____ |
| Address: | _____ | | |
| Phone Number: | _____ | | |
| Contact Person: | _____ | | |
| 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 Program Manager: | _____ | Signature: | _____ |
| Phone Number: | _____ | | |

Business Office Review

Comments: _____

Approval: _____ Title: _____ Date: _____

***Contractor cannot subcontract until they receive this signed approval from the State of Vermont
Language to be included from State of Vermont Bulletin 3.5 in all subcontracting agreements:***

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:**

- e. 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.
- f. 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.
- g. Party understands that final payment under this Agreement may be withheld if the Commissioner of Taxes determines that the Party is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.

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

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

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

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

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

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

Department of Vermont Health Access
 Appendix B- Practice Profiles



Smart choices. Powerful tools.

Practice Profile: ABC Primary Care

Period: 01/2012 - 12/2012 Practice HSA: ABC Profile Type: Adults (18-64 Years)

Welcome to the 2014 Blueprint Practice Profile from the Blueprint for Health, a state-led initiative transforming the way that health care and overall health services are delivered in Vermont. The Blueprint is leading a transition to an environment where all Vermonters have access to a continuum of seamless, effective, and preventive health services.

Blueprint practice profiles are based on data from Vermont's all-payer claims database, the Vermont Healthcare Claims Uniform Reporting and Evaluation System (VHCURES). Data include all covered commercial and Full Medicaid members, attributed to Blueprint practices starting by December 31, 2013.

Practice Profiles for the adult population cover members between the ages of 18 and 64 years; pediatric profiles cover members between the ages of 1 and 17 years.

Utilization and expenditure rates presented in these profiles have been risk adjusted for demographic and health status differences among the reported populations.

This reporting includes only members with a visit to a primary care physician, as identified in VHCURES claims data, during the current reporting year or the prior year.

Demographics & Health Status

| | Practice | HSA | Statewide |
|------------------------------------|----------|-------|-----------|
| Average Members | 366 | 6,798 | 171,259 |
| Average Age | 43.1 | 43.1 | 43.6 |
| % Female | 55.1 | 53.4 | 54.5 |
| % Medicaid | 33.1 | 28.2 | 21.3 |
| % Maternity | 2.3 | 2.4 | 2.5 |
| % with Selected Chronic Conditions | 37.5 | 34.2 | 33.7 |
| Health Status (CRG) | | | |
| % Healthy | 49.3 | 50.1 | 49.2 |
| % Acute or Minor Chronic | 21.7 | 22.2 | 21.8 |
| % Moderate Chronic | 21.8 | 20.8 | 21.6 |
| % Significant Chronic | 7.0 | 6.5 | 6.8 |
| % Cancer or Catastrophic | 0.2 | 0.5 | 0.6 |

Table 1: This table provides comparative information on the demographics and health status of your practice, all Blueprint practices in your Hospital Service Area (HSA), and the state as a whole. Included measures reflect the types of information used to generate adjusted rates: age, gender, Medicaid enrollment, maternity status, and health status. Average Members serves as this table's denominator and adjusts for partial lengths of enrollment during the year. In addition, special attention has been given to adjusting for Medicaid: This includes adjustment for each members enrollment in Medicaid, the member's practices' percentage of membership that is Medicaid, and the degree to which the member required special Medicaid services that are not found in commercial populations (e.g. day treatment, residential treatment, case management, school-based services, and transportation.

The Selected Chronic Conditions measure indicates the proportion of members identified through the claims data as having one or more of seven selected chronic conditions: asthma, chronic obstructive pulmonary disease, congestive heart failure, coronary heart disease, hypertension, diabetes, and depression.

The Health Status measure aggregates 3M™ Clinical Risk Groupers (CRG) classifications for the year for the purpose of generating adjusted rates. Aggregated risk classification groups include: Healthy, Acute (e.g., ear, nose, throat infection) or Minor Chronic (e.g., minor chronic joint pain), Moderate Chronic (e.g., diabetes), Significant Chronic (e.g., diabetes and CHF), and Cancer (e.g., breast cancer, colorectal cancer) or Catastrophic (e.g., HIV, muscular dystrophy, cystic fibrosis).



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Practice Profile: ABC Primary Care

Period: 01/2012 - 12/2012 Practice HSA: ABC Profile Type: Adults (18-64 Years)

Total Expenditures per Capita

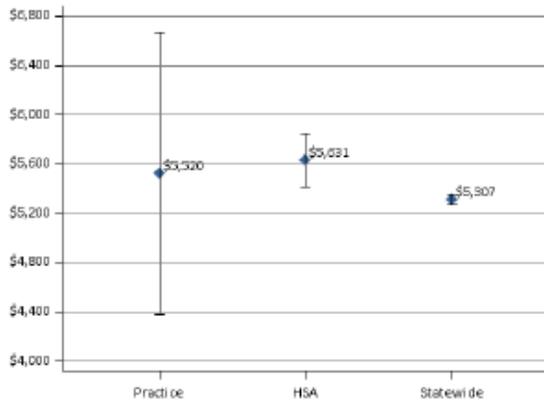


Figure 1: Presents annual risk-adjusted rates and 95% confidence intervals with expenditures capped statewide for outlier patients. Expenditures include both plan payments and member out-of-pocket payments (i.e., copay, coinsurance, and deductible).

Total Expenditures by Major Category

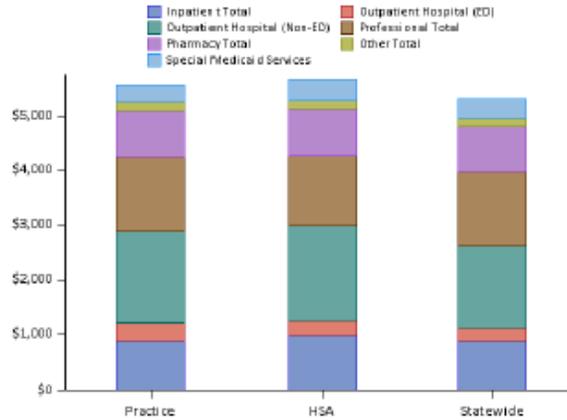


Figure 2: Presents annual risk-adjusted rates for the major components of cost (as shown in Figure 1) with expenditures capped statewide for outlier patients. Some services provided by Medicaid (e.g., case management, transportation) are reported separately as Special Medicaid Services.

Total Resource Use Index (RUI)

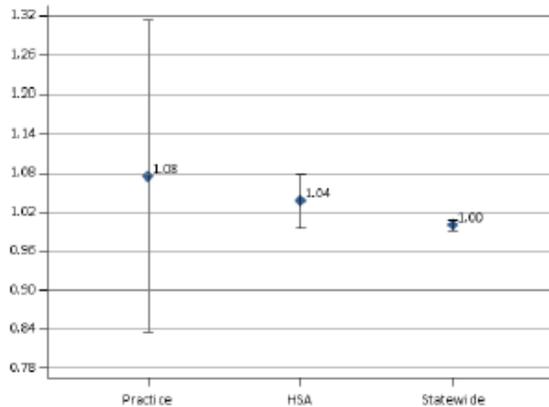


Figure 3: Presents annual risk-adjusted rates and 95% confidence intervals. Since price per service varies across Vermont, a measure of expenditures based on resource use — Total Resource Use Index (RUI) — is included. RUI reflects an aggregated cost based on utilization and intensity of services across major components of care (i.e., inpatient, outpatient facility, professional, and pharmacy). The practice and HSA are indexed to the statewide average.



Smart choices. Powerful tools.

Practice Profile: ABC Primary Care

Period: 01/2012 - 12/2012 Practice HSA: ABC Profile Type: Adults (18-64 Years)

Annual Total Expenditures per Capita vs. Resource Use Index (RUI)

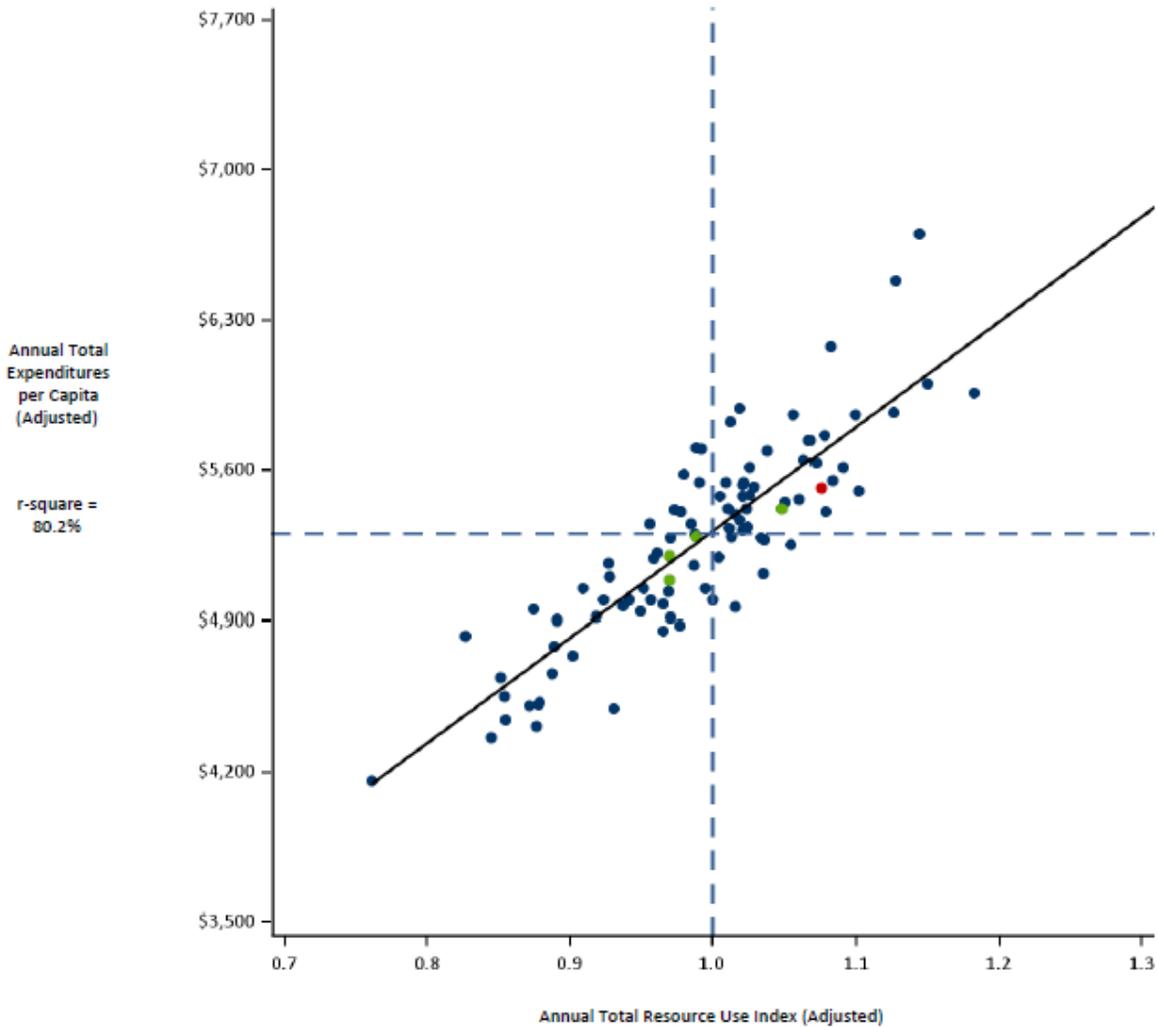


Figure 4: This graphic demonstrates the relationship between risk-adjusted expenditures and risk-adjusted utilization for Blueprint practices. This graphic illustrates your practice's risk-adjusted rates (i.e., the red dot) compared to those of all practices in your Health Service Area (i.e., the green dots) and all other Blueprint practices statewide (i.e., the blue dots). The dotted lines show the average expenditures per capita and average resource use index statewide (i.e., 1.00). Practices with higher expenditures and utilization are in the upper right-hand quadrant while practices with lower expenditures and utilization are in the lower left-hand quadrant. An RUI value greater than 1.00 indicates higher than average utilization; conversely, a value lower than 1.00 indicates lower than average utilization. A trend line has been included in the graphic, which demonstrates that, in general, practices with higher risk-adjusted utilization had higher risk-adjusted expenditures.

Legend

- Your practice
- All practices in your HSA
- All other Blueprint practices statewide

| | | | | |
|------------------------------|---------------------|-------------|-----------------------------|-------------|
| Demographics & Health Status | Cost of Care | Utilization | Effective & Preventive Care | Data Detail |
|------------------------------|---------------------|-------------|-----------------------------|-------------|



Smart choices. Powerful tools.

Practice Profile: ABC Primary Care

Period: 01/2012 - 12/2012 Practice HSA: ABC Profile Type: Adults (18-64 Years)

Inpatient Discharges

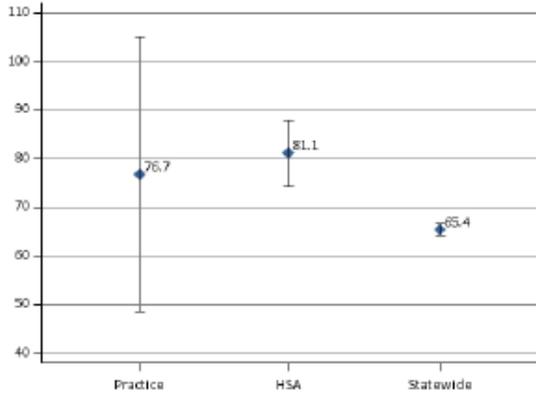


Figure 5: Presents annual risk-adjusted rates and 95% confidence intervals for inpatient discharges per 1,000 members. Additional detail measures for inpatient utilization — Inpatient Days, Inpatient Readmissions within 30 Days, and Inpatient Discharges for Ambulatory Care Sensitive (ACS) Conditions — can be found in Table 4.

Outpatient ED Visits

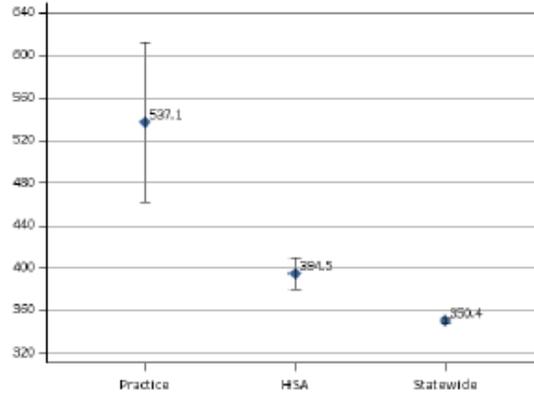


Figure 6: Presents annual risk-adjusted rates and 95% confidence intervals for outpatient emergency department (ED) visits per 1,000 members. An additional detail measure — Outpatient Potentially Avoidable ED Visits — can be found in Table 4.

Advanced Imaging (MRIs, CT Scans)

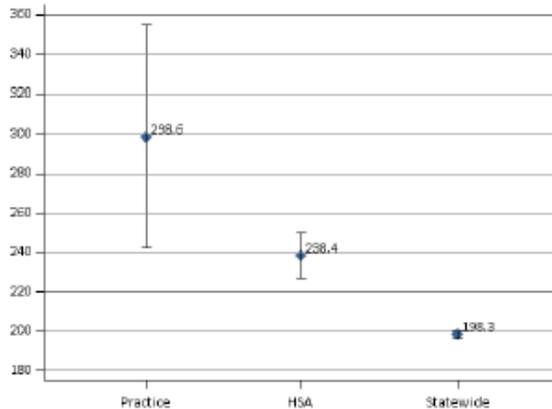


Figure 7: Presents annual risk-adjusted rates and 95% confidence intervals for advanced imaging diagnostic tests (i.e., MRIs, CT scans) per 1,000 members.



Practice Profile: ABC Primary Care

Period: 01/2012 - 12/2012 Practice HSA: ABC Profile Type: Adults (18-64 Years)

Diabetes: HbA1c Testing

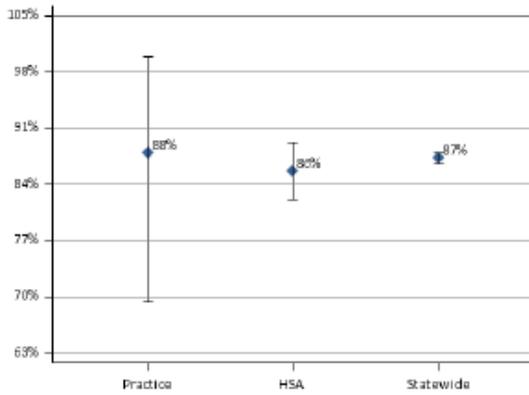


Figure 8: Presents the proportion and 95% confidence intervals for continuously enrolled members, ages 18-64 years, with diabetes that received a hemoglobin A1c test during the measurement year.

Diabetes: LDL-C Screening

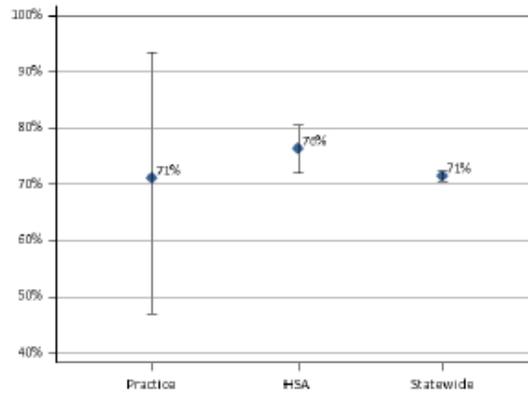


Figure 9: Presents the proportion and 95% confidence intervals for continuously enrolled members, ages 18-64 years, with diabetes that received an LDL-C screening during the measurement year.

Diabetes: Eye Exam

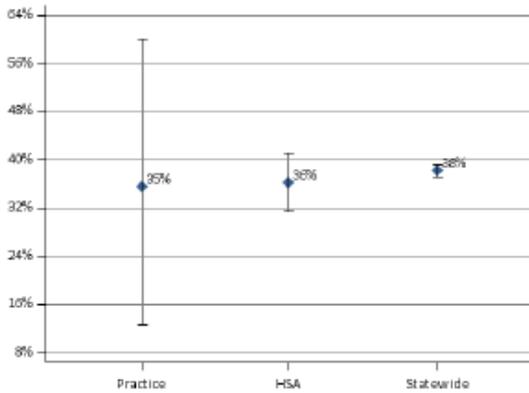


Figure 10: Presents the proportion and 95% confidence intervals of continuously enrolled members, ages 18-64 years, with diabetes that received an eye exam for diabetic retinal disease during the measurement year.

Diabetes: Nephropathy Screening

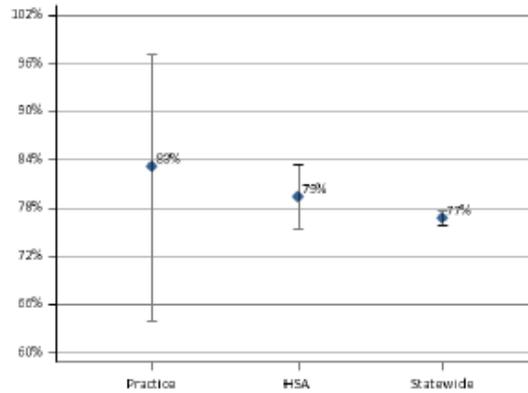


Figure 11: Presents the proportion and 95% confidence intervals for continuously enrolled members, ages 18-64 years, with diabetes that had a nephropathy screening test or evidence of nephropathy documented in the claims data.



Smart choices. Powerful tools.

Practice Profile: ABC Primary Care

Period: 01/2012 - 12/2012 Practice HSA: ABC Profile Type: Adults (18-64 Years)

Breast Cancer Screening

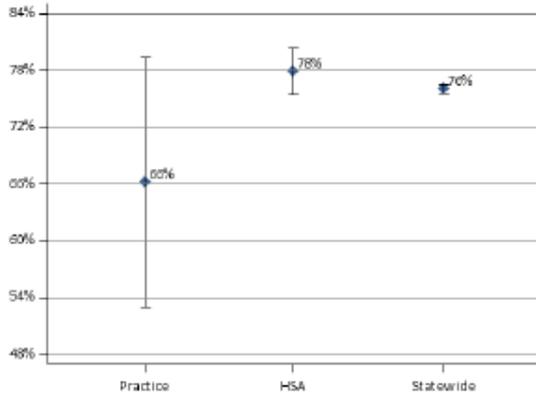


Figure 12: Presents the proportion, including 95% confidence intervals, of continuously enrolled female members, ages 52-64 years, who had a mammogram to screen for breast cancer during the measurement year or year prior to the measurement year.

Cervical Cancer Screening

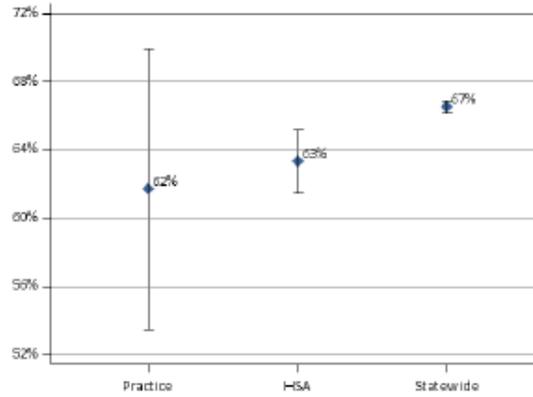


Figure 13: Presents the proportion, including 95% confidence intervals, of continuously enrolled female members, ages 21-64 years, who received one or more PAP tests to screen for cervical cancer during the measurement year or two years prior to the measurement year.

Imaging Studies for Low Back Pain

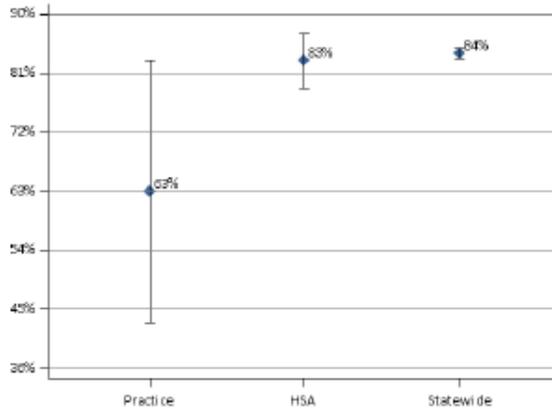


Figure 14: Presents the proportion, including 95% confidence intervals, of continuously enrolled members, ages 18-50 years, who received a primary diagnosis of low back pain but appropriately did not have an imaging study (e.g., plain X-Ray, CT scan, MRI) within 28 days of the diagnosis. Members must have a six-month "clean" period to indicate a new episode. This is an inverted measure for which a higher score indicates appropriate treatment (i.e., imaging did not occur).

Demographics & Health Status

Cost of Care

Utilization

Effective & Preventive Care

Data Detail



Smart choices. Powerful tools.

Practice Profile: ABC Primary Care

Period: 01/2012 - 12/2012 Practice HSA: ABC Profile Type: Adults (18-64 Years)

The following tables provide greater detail on the annual risk-adjusted rates presented in the preceding figures.

Table 2. Expenditure Measures (Adjusted)

| Measure | Practice | | | HSA | | | Statewide | | |
|--|----------|---------|---------|---------|---------|---------|-----------|---------|---------|
| | Rate | 95% LCL | 95% UCL | Rate | 95% LCL | 95% UCL | Rate | 95% LCL | 95% UCL |
| Total | \$5,520 | \$4,376 | \$6,664 | \$5,631 | \$5,420 | \$5,843 | \$5,307 | \$5,267 | \$5,347 |
| Inpatient Total | \$883 | \$186 | \$1,676 | \$981 | \$831 | \$1,132 | \$883 | \$854 | \$911 |
| Inpatient Mental Health | \$110 | \$0 | \$311 | \$103 | \$61 | \$144 | \$72 | \$66 | \$79 |
| Inpatient Maternity | \$79 | \$16 | \$153 | \$110 | \$89 | \$130 | \$108 | \$104 | \$111 |
| Inpatient Surgical | \$301 | \$25 | \$810 | \$408 | \$313 | \$504 | \$443 | \$420 | \$465 |
| Inpatient Medical | \$424 | \$63 | \$785 | \$356 | \$270 | \$443 | \$264 | \$251 | \$278 |
| Outpatient Total | \$1,995 | \$1,688 | \$2,302 | \$2,016 | \$1,932 | \$2,100 | \$1,741 | \$1,725 | \$1,756 |
| Outpatient Hospital Mental Health | \$17 | \$4 | \$31 | \$28 | \$23 | \$34 | \$21 | \$20 | \$22 |
| Outpatient Hospital ED | \$329 | \$239 | \$419 | \$261 | \$241 | \$282 | \$237 | \$233 | \$241 |
| Outpatient Hospital Surgery | \$490 | \$295 | \$684 | \$498 | \$449 | \$546 | \$421 | \$413 | \$430 |
| Outpatient Hospital Radiology | \$441 | \$332 | \$530 | \$434 | \$407 | \$501 | \$402 | \$392 | \$413 |
| Outpatient Hospital Laboratory | \$309 | \$259 | \$360 | \$334 | \$320 | \$347 | \$275 | \$273 | \$278 |
| Outpatient Hospital Pharmacy | \$68 | \$41 | \$94 | \$73 | \$58 | \$88 | \$103 | \$99 | \$108 |
| Outpatient Hospital Other | \$851 | \$625 | \$1,076 | \$917 | \$838 | \$977 | \$748 | \$737 | \$738 |
| Professional Non-Mental Health Total | \$1,207 | \$1,068 | \$1,346 | \$1,122 | \$1,089 | \$1,154 | \$1,191 | \$1,184 | \$1,199 |
| Professional Physician Total | \$885 | \$763 | \$1,007 | \$834 | \$805 | \$863 | \$899 | \$893 | \$906 |
| Professional Physician Inpatient | \$123 | \$34 | \$212 | \$133 | \$128 | \$179 | \$141 | \$136 | \$146 |
| Professional Physician Outpatient Facility | \$289 | \$227 | \$351 | \$282 | \$265 | \$298 | \$286 | \$282 | \$289 |
| Professional Physician Office Visit | \$442 | \$391 | \$492 | \$395 | \$384 | \$406 | \$444 | \$442 | \$447 |
| Professional Non-Physician | \$321 | \$273 | \$369 | \$285 | \$275 | \$295 | \$290 | \$288 | \$293 |
| Professional Mental Health Provider | \$150 | \$86 | \$214 | \$149 | \$136 | \$162 | \$167 | \$165 | \$170 |
| Pharmacy Total | \$852 | \$640 | \$1,063 | \$863 | \$819 | \$906 | \$835 | \$827 | \$844 |
| Pharmacy Psych Medication | \$107 | \$46 | \$168 | \$133 | \$136 | \$169 | \$167 | \$163 | \$170 |
| Other Total | \$160 | \$78 | \$242 | \$152 | \$133 | \$171 | \$140 | \$137 | \$144 |
| Special Medicaid Services | \$322 | \$0 | \$755 | \$387 | \$292 | \$483 | \$347 | \$331 | \$362 |
| Mental Health Substance Combined* | \$351 | \$165 | \$536 | \$410 | \$371 | \$450 | \$409 | \$402 | \$416 |

* The *Mental Health Substance Combined* measure is the sum of all expenditures associated with medical and pharmacy services for mental health / substance abuse.

Table 3. Total Resource Use Index (RUI) (Adjusted)

| Measure | Practice | | | HSA | | | Statewide | | |
|---------------------|----------|---------|---------|------|---------|---------|-----------|---------|---------|
| | Rate | 95% LCL | 95% UCL | Rate | 95% LCL | 95% UCL | Rate | 95% LCL | 95% UCL |
| Total | 1.08 | 0.84 | 1.31 | 1.04 | 1.00 | 1.08 | 1.00 | 0.99 | 1.01 |
| Inpatient | 1.14 | 0.15 | 2.32 | 1.16 | 0.99 | 1.34 | 1.00 | 0.97 | 1.03 |
| Outpatient Facility | 1.09 | 0.89 | 1.28 | 1.06 | 1.01 | 1.12 | 1.00 | 0.99 | 1.01 |
| Professional | 1.01 | 0.79 | 1.22 | 0.97 | 0.92 | 1.01 | 1.00 | 0.99 | 1.01 |
| Pharmacy | 1.13 | 0.90 | 1.36 | 1.06 | 1.02 | 1.11 | 1.00 | 0.99 | 1.01 |



Smart choices. Powerful tools.

Practice Profile: ABC Primary Care

Period: 01/2012 - 12/2012 Practice HSA: ABC Profile Type: Adults (18-64 Years)

Table 4. Utilization Measures (Adjusted)

| Measure | Practice | | | HSA | | | Statewide | | |
|--|----------------|---------|---------|----------------|---------|---------|----------------|---------|---------|
| | Rate Per 1,000 | 95% LCL | 95% UCL | Rate Per 1,000 | 95% LCL | 95% UCL | Rate Per 1,000 | 95% LCL | 95% UCL |
| Inpatient Discharges | 76.7 | 48.4 | 105.1 | 81.1 | 74.3 | 87.9 | 65.4 | 64.2 | 66.6 |
| Inpatient Ambulatory Care Sensitive Conditions | 6.7 | 0.0 | 15.0 | 9.9 | 7.5 | 12.3 | 5.6 | 5.3 | 6.0 |
| Inpatient Days | 444.0 | 375.6 | 512.5 | 398.0 | 382.9 | 413.0 | 298.3 | 295.7 | 300.9 |
| Inpatient Readmissions within 30 Days | 30.2 | 12.4 | 48.0 | 12.4 | 9.7 | 15.0 | 7.6 | 7.2 | 8.0 |
| Outpatient ED Visits | 537.1 | 461.8 | 612.4 | 394.3 | 379.3 | 409.5 | 350.4 | 347.6 | 353.2 |
| Outpatient Potentially Avoidable ED Visits | 73.7 | 45.8 | 101.6 | 66.6 | 60.4 | 72.7 | 61.4 | 60.3 | 62.6 |
| Outpatient ED Ambulatory Care Sensitive Conditions | 63.7 | 37.8 | 89.6 | 50.6 | 45.2 | 55.9 | 36.9 | 36.0 | 37.9 |
| Non-Hospital Outpatient Visits | 6,056.0 | 5,803.3 | 6,308.8 | 5,495.0 | 5,439.1 | 5,551.0 | 5,694.1 | 5,682.7 | 5,705.4 |
| Primary Care Encounters | 3,945.6 | 3,741.7 | 4,149.6 | 3,337.4 | 3,293.8 | 3,381.0 | 3,458.2 | 3,449.4 | 3,467.0 |
| Medical Specialist Encounters | 1,838.7 | 1,718.7 | 1,998.8 | 1,779.8 | 1,747.9 | 1,811.6 | 1,778.4 | 1,772.1 | 1,784.7 |
| Surgical Specialist Encounters | 884.6 | 788.8 | 980.4 | 981.5 | 957.9 | 1,005.2 | 975.7 | 971.0 | 980.4 |
| Standard Imaging | 1,015.3 | 911.9 | 1,118.7 | 877.6 | 855.2 | 900.0 | 742.7 | 738.6 | 746.8 |
| Advanced Imaging | 298.6 | 242.5 | 354.7 | 238.4 | 226.8 | 250.1 | 198.3 | 196.2 | 200.4 |
| Echography | 238.2 | 188.1 | 288.3 | 270.8 | 258.4 | 283.3 | 275.0 | 272.5 | 277.4 |
| Colonoscopy | 61.3 | 35.9 | 86.7 | 57.0 | 51.3 | 62.7 | 55.5 | 54.4 | 56.6 |

Table 5. Effective & Preventive Care Measures

| Measure | Practice | | | HSA | | | Statewide | | |
|--|------------|---------|---------|------------|---------|---------|------------|---------|---------|
| | Proportion | 95% LCL | 95% UCL | Proportion | 95% LCL | 95% UCL | Proportion | 95% LCL | 95% UCL |
| Comprehensive Diabetes Care (CDC) | | | | | | | | | |
| HbA1c Testing | 88% | 69% | 100% | 86% | 82% | 89% | 87% | 87% | 88% |
| LDL-C Screening | 71% | 47% | 93% | 76% | 72% | 81% | 71% | 71% | 72% |
| Eye Exam | 35% | 13% | 60% | 36% | 31% | 41% | 38% | 37% | 39% |
| Nephropathy Screening | 83% | 64% | 97% | 79% | 75% | 83% | 77% | 76% | 78% |
| Breast Cancer Screening (BCS), 42y - 64y | | | | | | | | | |
| BCS, 42y - 51y | 66% | 50% | 81% | 71% | 68% | 74% | 68% | 68% | 69% |
| BCS, 52y - 64y | 66% | 53% | 79% | 78% | 75% | 80% | 76% | 76% | 77% |
| Cervical Cancer Screening (CCS) | 62% | 53% | 70% | 63% | 61% | 65% | 67% | 66% | 67% |
| Imaging Studies for Low Back Pain (LBP) | 63% | 43% | 83% | 83% | 79% | 87% | 84% | 83% | 85% |

**Department of Vermont Health Access
 Appendix C**

Original Request For Proposal (RFP) Bid Budget Submittal Form dated 10/1/2014. This is for informational purposes only. Final staffing plan will be determined as work plans are developed.

| Schedule A. Summary of Costs – Budget Submittal Form | | | | |
|---|--|---|---|---|
| | | BUSINESS NAME: ONPOINT HEALTH DATA | | |
| | | CONTACT NAME AND NUMBER: JAMES HARRISON, PRESIDENT/CEO; 207-430-0682 | | |
| LINE # | BUDGET CATEGORY | PAID HOURS | TOTAL COST NON NCQA-CERTIFIED HEDIS VENDOR | TOTAL COST NCQA-CERTIFIED HEDIS VENDOR |
| DIRECT PROGRAM COSTS SALARIES: | | | | |
| 1 | Principal | 52 | \$13,000 | \$13,520 |
| 2 | Director | 835 | \$187,875 | \$196,225 |
| 3 | Senior Analyst | 2,213 | \$331,950 | \$354,080 |
| 4 | Analyst | 2,238 | \$279,750 | \$302,130 |
| 5 | | | | |
| 6 | TOTAL SALARIES | | \$812,575 | \$865,955 |
| 7 | FRINGE BENEFITS | | Included in lines 1 through 4 | |
| 8 | % OF SALARIES | | | |
| DIRECT OPERATING: | | | | |
| 9 | CONTRACTED - PERSONNEL | | Included in lines 1 through 4 | |
| 10 | CONTRACTED - SERVICES | | Included in lines 1 through 4 | |
| 11 | TELEPHONE/ CELL PHONE | | Included in lines 1 through 4 | |
| 12 | SUPPLIES | | Included in lines 1 through 4 | |
| 13 | TRAVEL | | \$1,500 | \$1,500 |
| 14 | TRAINING | | Included in lines 1 through 4 | |
| 15 | BUILDING RENT OR MORTGAGE/UTILITIES (ONLY IF NOT CO-LOCATED) | | Included in lines 1 through 4 | |
| 16 | INSURANCE | | Included in lines 1 through 4 | |
| 17 | PRINTING | | Included in lines 1 through 4 | |
| 18 | POSTAGE | | Included in lines 1 through 4 | |
| 19 | ACTIVITIES (FOR COMMUNITY SKILLS WORK) | | Included in lines 1 through 4 | |
| 20 | TOTAL OPERATING | | \$1,500 | \$1,500 |
| 21 | TOTAL DIRECT COSTS | | \$814,075 | \$867,455 |
| INDIRECT ALLOCATIONS: | | | | |
| 22 | ADMINISTRATION (NOT TO EXCEED 13%) | | Included in lines 1 through 4 | |
| 23 | IT EQUIPMENT | | Included in lines 1 through 4 | |
| 24 | REPAIR & MAINTENANCE | | Included in lines 1 through 4 | |
| 25 | TOTAL INDIRECT | | \$0 | \$0 |
| 26 | TOTAL COSTS | | \$814,075 | \$867,455 |
| 27 | TOTAL DIRECT SERVICE/ SUPERVISION FTEs | | N/A | N/A |