

STANDARD CONTRACT FOR SERVICES

1. **Parties.** This is a contract for services between the State of Vermont, Department of Vermont Health Access (hereinafter called “State”), and Cotiviti Inc., with a principal place of business in Atlanta, Georgia, (hereinafter called “Contractor”). Contractor’s form of business organization is a Corporation. It is Contractor’s responsibility to contact the Vermont Department of Taxes to determine if, by law, Contractor is required to have a Vermont Department of Taxes Business Account Number.

2. **Subject Matter.** The subject matter of this Contract is services generally on the subject of HEDIS and Additional Performance Quality Measure Reporting. Detailed services to be provided by 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 \$749,627.20.

4. **Contract Term.** The period of Contractor’s performance shall begin on 12/13/2020 and end on 12/12/2022. The Contract may be extended for two additional one-year periods by agreement between the Parties.

5. **Prior Approvals.** This Contract shall not be binding unless and until all requisite prior approvals have been obtained in accordance with current State law, bulletins, and interpretations.

6. **Amendment.** No changes, modifications, or amendments in the terms and conditions of this contract shall be effective unless reduced to writing, numbered and signed by the duly authorized representative of the State and Contractor.

7. **Cancellation.** This Agreement may not be cancelled by either party other than for cause or non-appropriation as set forth herein. The State acknowledges and agrees that in the event of cancellation for non-appropriation there will be no refund of prepaid annual fees.

8. **Attachments.** This Contract consists of forty-eight (48) pages including the following attachments which are incorporated herein:

Attachment A - Statement of Work

Attachment B - Payment Provisions

Attachment C – Standard State Provisions for Contracts and Grants

Attachment D – Other provisions for IT Professional Services

Attachment E – Business Associate Agreement

Attachment F – Agency of Human Services’ Customary Contract/Grant Provisions

Attachment I - Modifications of Customary Provisions of Attachment C or Attachment F

Appendix I – Measure Lists

9. **Order of Precedence.** Any ambiguity, conflict or inconsistency between the documents comprising this Contract shall be resolved according to the following order of precedence:

(1) Standard Contract

- (2) Attachment D
- (3) Attachment I
- (4) Attachment C
- (5) Attachment A
- (6) Attachment B
- (7) Attachment E
- (8) Attachment F
- (9) Appendix I – Measure Lists

STATE OF VERMONT
DEPARTMENT OF VERMONT HEALTH ACCESS

CONTRACTOR
COTIVITI, INC.

CORY GUSTAFSON, COMMISSIONER DATE
NOB 1 South, 280 State Drive
Waterbury, VT 05671
Phone: 802-879-5901
Email: Cory.Gustafson@vermont.gov

DATE
Jordan Bazinsky
10701 S River Front Pkwy
South Jordan, UT, 84095

**ATTACHMENT A
 STATEMENT OF WORK**

I. PURPOSE

This Contract sets forth the terms and conditions under which Contractor agrees to provide to the State with a Contractor-supported application service comprised of a suite of software modules (the “**Quality Intelligence Application**”), which shall provide for the calculation and analysis of Medicaid data and calculation of Healthcare Effectiveness Data and Information Set (“HEDIS”) and Additional Performance Quality Measure Reporting.

Contractor shall make the Quality Intelligence Application available to the State no later than December 13, 2020. A description of, and the License governing State’s use of, the Contractor’s Quality Intelligence Application is set forth in Appendix 1 to this Attachment A.

The Contractor shall provide information processing, web-based training, support, backup and recovery, technology updates and other professional services as described herein (individually and collectively referred to herein as the “Application Services”), as necessary for the State’s productive use of the Contractor’s Quality Intelligence Application as further set forth in this Contract. In addition, the State may request Contractor to perform Medicaid record retrieval and abstraction. This Contract specifies the obligations of each party with additional provisions detailed in the attached Attachments and Exhibits.

II. ACRONYMS

DVHA	Department of Vermont Health Access
HEDIS	Healthcare Effectiveness Data and Information Set
AHRQ	Agency for Healthcare Research and Quality
CDC	Center for Disease Control and Prevention
CMS	Center for Medicaid and Medicare Services
DQA (ADA)	Division of Quality Assurance – (American Dental Association)
HRSA	Health Resources and Services Administration
NQF	National Quality Forum
OHSU	Oregon Health and Science University
OPA	Office of Pharmacy Affairs
PCPI	The Physician Consortium for Performance Improvement
PQA	Pharmacy Quality Alliance
TJC	The Joint Commission
CHIP	Children’s Health Insurance Program
GC	Global Commitment
NCQA	National Committee for Quality Assurance
VHIE	Vermont Health Information Exchange
AHS	Agency of Human Services
SMI	Serious Mental Illness

III. DEFINITIONS

For purposes of this Section, capitalized terms shall have the following meanings:

- a. “Member” means the person identified by State to the Contractor as receiving health benefits coverage from State.
- b. “Provider” means a provider of healthcare services to a Member.
- c. “Medical Record” means the medical record of the Member in the “as is” condition as provided by the medical Provider.

- d. “Request File” means an electronic data import file including, but not limited to, all of the data elements required for retrieval of Medical Records
- e. “Provider Site Fee” means all pre- and post- payment fees charged by a Provider or copy service for research, copying, mailing, faxing and / or electronic forwarding of Medical Records, and a Contractor handling fee.
- f. “Request” / “Request ID” means the Contractor’s system-generated unique identification number that is assigned to each individual line item of Member/Provider/Measure combination imported and created from the Request File given to the Contractor by State, with each Request ID associated to a single Request.
- g. “Standard Project Reports” means previously developed reports that can be provided to the State by the Contractor.
- h. “System” means the Contractor’s secure medical record retrieval and HEDIS abstraction systems which allow for the tracking of Requests, and the viewing, managing and downloading of Medical Records.

IV. DESIGNATION OF PROJECT COORDINATORS. Each party shall designate in writing one person (“Project Coordinator”) who will be the contact person for all implementation issues associated with the performance of this Agreement. Each party may substitute or replace its Project Coordinator at any time upon providing written notice to the other party. Each party shall make its Project Coordinator available for planning sessions, status meetings, telephone consultation, and otherwise as reasonably required to facilitate the implementation of this Agreement.

V. SCOPE OF SERVICES

a. HEDIS® and Additional Performance Quality Measure Reporting

Contractor shall provide the State with access to the Quality Intelligence Application and the Application Services required to enable the State to perform HEDIS® and other quality measure reporting, as further set forth herein. Contractor shall maintain NCQA certification for all certifiable measures.

b. Support of the Quality Intelligence Application

Contractor’s standard support hours are 8:00 a.m. – 5:00 p.m. , Monday through Friday. For support outside standard support hours, specific arrangements for after-hours support must be made by State with the Contractor a minimum of forty-eight (48) hours in advance of the support being conducted. The Contractor will inform State in advance when a specific request for service requires support outside of the standard support hours.

Severity Level	Response Time
1	1 hour
2	3 hours
3	1 Business Day
4	3 Business Days

- A “Severity Level 1” exists when the State’s production use of the solution is so severely impacted that the State cannot reasonably continue work. Severity Level 1 problems may include catastrophic failure of the system, major data loss or data corruption, or the unavailability of critical functionality impacting a majority of the State’s authorized users. The condition may not be caused by the State. Severity Level 1 problems must be reported via telephone.

- A “Severity Level 2” exists when the State’s production use of the application is functioning with limited capabilities or is unstable with periodic interruptions. The software may be operating but is severely restricted with no acceptable workaround. The condition may not be caused by the State.

- A “Severity Level 3” exists when product features are unavailable, but a workaround exists, and the majority of software functions are still useable. Severity Level 3 problems may include an error message with a workaround; minimal performance degradation impacting a small subset of users at a time, typically less than five; incorrect product behavior with minor impact to less than five people; or questions on product functionality or configuration during implementation. The condition may not be caused by State.

- A “Severity Level 4” exists when the State experiences a minor problem or question that does not affect the software function, such as “how to” questions, documentation, general questions, or enhancement requests, and there is no impact to product usage or the State’s operations. Severity Level 4 problems may include general requests for advice on product usage, clarification on product documentation or release notes, or product enhancement requests. The condition may not be caused by the State.

c. User Support Services

The Contractor shall make available User Support personnel who shall be available to respond to user interface questions related to the Quality Intelligence Application.

d. Input Data Format

The Contractor data input specifications (“Input Specifications”) shall be published on the Contractor’s client portal (“Project Site”). The Contractor shall provide an initial 90-minute phone meeting with the State to review the Input Specifications and answer questions. Further, a Contractor provided Data Analyst will be designated to answer questions and provide feedback to the State’s technical personnel on an on-going basis as needed in order to understand and interpret the Input Specifications.

e. Input Data

(i) *Correction of State Input Data.* In the event State is unable or requests Contractor to create input data to utilize the Quality Intelligence Application to process data and produce correct results, State will send its then-current input data (“State-Formatted Input Data”) to the Contractor for analysis and processing. Once analyzed, the Contractor shall do one of the following:

(1) If the State-Formatted Input Data is determined to be incorrectly formatted for input to the Quality Intelligence Suite, the Contractor shall create a State translation process (“State Data Translation”) and translate State-Formatted Input Data (at the Contractor’s standard support rate set out in Attachment B) in order for State-Formatted Input Data to correctly be presented as input to the Quality Intelligence Application. If data that is required for the Quality Intelligence Application was omitted from State-Formatted Input Data, the State agrees to modify State-Formatted Input Data as requested by the Contractor and send such data to the Contractor as needed. Once the State Data Translation is developed, the Contractor will provide a “plug-in” to its Quality Intelligence Application, which will incorporate the State Data Translation into the Quality Intelligence Application for State to use for future HEDIS runs. The State agrees to utilize the State-Formatted Input Data format for future runs of the Quality Intelligence Application.

(2) If the State-Formatted Input Data is determined to be correctly formatted but is not accepted by the Licensed Software, the Contractor shall correct the problem at no charge.

- (3) Any orders that are pended in a “needs information” status for longer than 28 days without response or direction from the State will be automatically cancelled.

f. Audit of Input Data

As part of the Scope, the Contractor shall provide data audit processes and reports (the “Contractor Data Audit Tool”), which identifies problems and inconsistencies with input data. Further, once the State begins submitting data, the Contractor shall designate a Data Analyst to answer questions and provide feedback to the State technical personnel as needed in order to resolve discrepancies in HEDIS output results. If it is determined that the Data Audit Tool failed to identify erroneous input data, then the Contractor shall provide User support necessary to correct the problem. If it is determined that the Contractor’s Data Audit Tool clearly identified erroneous input data which was overlooked by the State and subsequently used as input, the Contractor will charge for such services as set forth in Attachment B.

g. Optional HEDIS Medical Record Retrieval and Review (Chart Abstraction) Services

In each Contract year for the terms of this Contract beginning with Effective Date, and then on the anniversary of the Effective Date thereafter, the State, in its sole discretion, may elect for Contractor to perform Medical Record Retrieval and Medical Abstraction services as set forth herein. The State shall notify the Contractor of its election to conduct Retrieval and Abstraction Services by September 1st of the year prior to the retrieval/abstraction season.

VII . HEDIS Reporting (Quality Intelligence)

- a. Contractor shall obtain and maintain a National Committee for Quality Assurance (NCQA) certification to provide support services and/or software license(s) to enable HEDIS reporting. The State, as the Medicaid Managed Care Entity (MCE), is required by AHS to report HEDIS performance measures of quality, access, and utilization on an annual basis.

Contractor shall:

- (i) Calculate all Medicaid specific HEDIS administrative rates,
- (ii) Calculate specific HEDIS administrative rates for certain Medicaid sub-populations.
- (iii) Utilize a sampling module and medical records chase module for the hybrid methodology chart review process.
- (iv) Provide a mechanism to provide HEDIS reports and detailed data drill downs for analysis, audits, intervention support, and other data analysis features,
- (v) Provide a mechanism which allows providers and other users to gather hybrid data from medical records in locations and subsequently submit to synchronize with administrative data.
- (vi) Provide training to State clinical staff as requested so they are able to perform chart reviews independently, and
- (vii) Provide State with final performance measures by June 30th of each year. These measures will be validated by an External Quality Review Organization (EQRO) as required by AHS.

b. Medical Record Retrieval Services

- (i) Upon receipt of the Request File from the State, the Contractor shall provide Medical Record Retrieval Services for each Request ID created upon import of the Request File. Retrieval Services will follow the Contractor’s patented, proprietary retrieval methodology, which includes:
 - a. Providing State’s direct employees with unlimited login ID's to access and use the Contractor’s Retrieval System during the Term of this Contract;
 - b. Conducting necessary data quality assurances on the imported Request File in order to correctly identify Provider information (verifying provider contact data, organizing requests by group ID vs. provider ID, etc.);

- c. Contacting each medical Provider telephonically, by mail, or by fax (as appropriate) to request Medical Records for the appropriate dates of service and sending via fax or mail the medical record request confirmation letter and member pull list;
 - d. Conducting necessary follow-up with Providers for the purpose of retrieving Medical Records;
 - e. If a Provider indicates it is unwilling to mail, fax, or upload the requested Medical Records to the Contractor, the Contractor will notify the State, and the State will engage its provider relations group to contact the provider and encourage remote retrieval participation. If the Provider is still unwilling to participate in remote retrieval efforts following the State's provider relations engagement, the Contractor shall provide the State with written notice. In no event shall the State pay expenses for on-site retrieval;
 - f. Inputting status notes into the System to allow the State real-time tracking of each Request;
 - g. Allowing for automated email alerts when additional information is needed from the State (i.e., excessive fee approval);
 - h. Providing toll-free telephone number(s) for Provider questions and assistance;
 - i. Providing a dedicated account manager and account team to ensure smooth transition of work, and accurate, timely work completion;
 - j. Holding regularly scheduled conference calls between the State and the Contractor account management and operations teams;
 - k. Handling all pre- and post-payments to medical Providers (as necessary);
 - l. Any provider/copy service invoice will be forwarded to the State for resolution. The State shall be responsible for the resolutions of these invoices. The Contractor shall not be responsible for any delays or omitted records that result from the States failure to resolve payment;
 - m. Processing of all incoming Medical Records, via mail, fax, provider upload portal or other mutually agreed upon electronic means;
 - n. Imaging and associating incoming Medical Records to the appropriate Requests;
 - o. Verifying that the imaged records meet quality standards related to clarity, and that the record is associated with the correct member. All records will be delivered in the same "as is" condition that the Medical Records are received from the Provider; and
 - p. Making all imaged records available for download or through electronic delivery via secure File Transfer Protocol (FTP).
- (ii) Description of Deliverables. It is expressly understood that the Contractor is performing a service rather than a delivering a product. The service of Medical Records retrieval is defined as the attempt to retrieve Medical Records with an outcome that results in either: a patient Medical Record, no patient/no record, cancellation of request, duplicate request, or Provider refusal of request. Contractor shall provide State imaged copies of all Medical Records received by the Contractor on behalf of State via the System.
 - (iii) Acceptance of Deliverables: State agrees that all Medical Records received by the Contractor on behalf of the State will be imaged and delivered to the State in the same "as is" condition that the Medical Records are received from the Provider. As such, the Contractor does not make any representation or warranty of any kind regarding completeness, accuracy, defects, or deficiencies of any Medical Record documentation provided by Provider to Contractor.
- c. **Additional Performance Quality Measure Reporting (Quality Intelligence)**
Contractor agrees to produce the following reporting measures from the following steward groups at the following frequency:
 - (i) Produce the CMS Core Set of Health Care Quality Measures for Children in Medicaid and CHIP
 - (ii) Produce the CMS Core Set of Health Care Quality Measures for Adults Enrolled in Medicaid
 - (iii) Produce the CMS Behavioral Health Core Set for Medicaid and CHIP
 - (iv) Produce the CMS Core Set of Health Care Quality Measures for Medicaid Health Home Programs

- (v) Produce the CMS Global Commitment to Health (GC) waiver evaluation measures

d. Secure Transmission of Data

The Contractor shall transmit all data to State via a secure FTP site as designated to the Contractor by the State. In the event the secure FTP site is unavailable for any reason, data will be transmitted securely in a mutually agreed upon method.

VI. DELIVERABLE SCHEDULE FOR HEDIS REPORTING AND PERFORMANCE QUALITY MEASURE REPORTING

- a. The following Deliverables Schedule details the support to be provided by Contractor. The deliverable schedule assumes the State’s enrolled Medicaid members loaded into the Quality Intelligence Application are less than 300,000. The number of enrolled Medicaid beneficiaries loaded into the Quality Intelligence Application is defined by the data for the number of members loaded into the system.

Item	Deliverable Description	Assigned to	Completion Date
1	Quarterly/Annually for the term of this Contract, Test Run completed	Contractor	21 days from the receipt of usable input files
2	Data Analysis - Test	State	Test Run plus 14 days
3	Retest (if necessary)	State	As agreed by the parties
4	Location/Provider cleanup performed	State	Test Run plus 14 days
5	Sample Configuration Completed	State	Late December (annually)
6	Chase Configuration Completed	State	Late December (annually)
7	ACO Attributed Lives	Contractor	Mid-January (annually)
8	Production Software Validation	State	Mid-January (annually)
9	Production Input Files Prepared	State	Mid-February (annually)
10	Production Datamart with Sample Pull Available	Contractor	Annually, 7 days from the receipt of usable input files. Input files should be standard or in the same format as test input
11	Data Analysis - Production	State	Delivery of Production Data plus 14 days
12	Annual software Quality Intelligence Application training (delivered remotely)	Contractor	Viewing features and managing chart review (July-Nov) Performing Chart Review – (Dec-March)
13	Administrative Refresh Input Prepared	State	Mid-April (annually)
14	Final Datamart Created	Contractor	Annually, 7 days from the receipt of usable input files. Input files should be standard or in the same format as test input

Item	Deliverable Description	Assigned to	Completion Date
15	Final Data for Adult Core Set	Contractor	June (Annually)
16	Final Data for Child Core Set	Contractor	June (Annually)
17	Final Data for Behavioral Health Core Set for Medicaid and CHIP	Contractor	June (Annually)
18	Final Data for Health Care Quality Measures for Medicaid Health Home Programs	Contractor	June (Annually)
19	Produce the CMS Global Commitment to Health (GC) waiver evaluation measures	Contractor	June (Annually)
20	Feedback Meeting	State and Contractor	July(annually)
21	Proactive Run	Contractor	July-Oct(annually)

b. Measure Set Table:

Type of Measure		Medicaid	ACO	Expanded ACO	Hub & Spoke	Report Frequency	Data Representation	Due Date
# of members								
Produce measures from the NCQA Healthcare Effectiveness Data and Information Set (HEDIS®)	Administrative measures (all HEDIS® administrative measures)	X	X	X		Quarterly	Rolling	06/30
	Produce hybrid sample for selected hybrid measures	X	X			Annually	N/A	01/15
	Hybrid measure record retrieval for selected hybrid measures	X				Annually	N/A	03/01
	Hybrid measure record abstractio	X				Annually	N/A	06/30

	n for selected hybrid measures							
Produce other non-HEDIS® quality measures	Other non-HEDIS® administrative measures, including AHRQ, CDC, CMS, DQA (ADA), HRSA, NQF, OHSU, OPA, PCPI, PQA & TJC	X	X	X		Quarterly	Rolling	06/30
All above belong to HEDIS	Produce hybrid sample for selected hybrid measures	X	X			Annually	N/A	01/15
	Hybrid measure record retrieval for selected hybrid measures	X				Annually	N/A	06/30
Produce the CMS Core Set of Health Care Quality Measures for Children in Medicaid and CHIP		X				Annually	N/A	06/30
Produce the CMS Core Set of Health Care Quality Measures for Adults Enrolled in Medicaid		X				Annually	N/A	06/30
Produce the CMS Behavioral Health Core Set for Medicaid and CHIP		X				Annually	N/A	06/30
Produce the CMS Core Set of Health Care Quality Measures					X	Annually	N/A	06/30

for Medicaid Health Home Programs							
Produce the CMS Global Commitment to Health (GC) waiver evaluation measures	X	X	X		Annually	N/A	06/30

c. Change Management

Deliverable completion dates cannot be changed except via the State’s Change Control process <https://dvha.vermont.gov/administration/grants-and-contracts/dvha-portfolio-change-control-plan>. A change control request shall be submitted by the Contractor to State's Project Coordinator for review and consideration. The request should indicate why the change is necessary, the total cost, as well as the impact on the planned activity dates. The Project Coordinator shall approve the change order in order for the change order to take effect. Please reference Attachment B Payment Provisions for details.

VII. ADDITIONAL TERMS:

- a. The base price will include up to 2,500 charts per HEDIS season and will be billed at the rate set forth in Attachment B. Volume over 2,500 per year will require a written Change Control Request to this Agreement.
- b. Any request ID orders that are pended in a “needs information” status for longer than 28 days without response or direction from the State will be automatically cancelled.
- c. Contractor shall provide all Medical Record retrieval and Medical Record abstraction services through its standard processes and procedures.
- d. In connection with its provision of the services hereunder, Contractor may utilize subcontractors approved by the State; the Contractor shall be solely responsible to the State for the quality of the services provided hereunder and no work shall be performed offshore. Contractor will not utilize its third-party subcontractors to ensure records are provided. If a Provider does not have on-site copy service and utilizes a third- party to produce the Medical Record, the Provider will be responsible for any such fees. Further, the State will provide the information the State would like the Contractor to provide on all requests. Any Provider who sends Medical Records to Contractor which requires additional postage, such postage expenses will be returned to the Provider for resolution. The Contractor shall not pay these expenses.
- e. State shall provide any necessary computers, operating systems, and internet connections required for its access to the Systems.
- f. State acknowledges that the Systems are the sole and exclusive property of the Contractor. State may access the Systems solely during the term of this agreement and solely to the extent necessary to exercise its rights under this agreement. The Systems may not be used, disclosed, transmitted, transferred, sold, assigned, leased or otherwise disposed of, or made available for access by third parties, or be commercially exploited by or on behalf of the State, its employees or agents.
- g. Any Provider/copy service invoice will be forwarded to the State for resolution. The State shall be responsible for the resolutions of these invoices. The Contractor shall not be responsible for any delays or omitted records that result from the State’s failure to resolve payment.
- h. During the Medical Record Retrieval process, any post-payment invoice attached to a delivered Medical Record will be returned to the Provider for resolution and notify the State. The State shall advise Provider that this information must be provided to Contractor at no charge.
- i. Contractor shall have the capacity and technical capability to work with data extracts from the statewide clinical data registry and any/all other data repositories in a future State environment.

VIII. STATE RESPONSIBILITIES:

- a. State will provide the Medical Record Request File to the Contractor including all of the information required for Medical Records.

- b. State will provide a project coordinator contact, if different, for project implementation, data exchange, and day-to-day management of operational issues.

IX. GENERAL PROVISIONS

- a. **Notices.** Written notices may be sent by electronic mail except for the following notices, which must be sent by United States Postal Service certified mail, charges prepaid: termination of contract, contract actions, damage claims, breach notifications, or alteration of this paragraph. To the extent that notices are made under this agreement, such notices shall only be effective if committed to writing and sent to the following persons as representatives of the parties:

For Contractor:

Legal Department
10701 S River Front Parkway,
Unit 200,
South Jordan, UT, 84095
Email: Legal@cotiviti.com

For State:

DVHA Legal Unit
Department of Vermont Health Access
NOB 1 South, 280 State Drive
Waterbury, VT 05671
AHS.DVHALegal@vermont.gov

- X. **Dispute Resolution.** The parties shall attempt, in good faith, to resolve any dispute, controversy or claim arising under, out of or relating to this Agreement and any subsequent amendments of this Agreement, including, without limitation, its formation, validity, binding effect, interpretation, performance, breach or termination, as well as non-contractual claims, promptly by negotiation between executives who have authority to settle the controversy and who are at a higher level of management than the persons with direct responsibility for administration of this Agreement. The parties agree to meet to discuss the dispute, controversy or claim within 10 business days of receipt of written request by a party for such a meeting.

XI. TERM AND TERMINATION

Effect of Termination. Upon any termination of this Agreement, all of the State's rights and licenses granted hereunder to use the Contractor software and/or user manuals, training materials, and other written materials that relate to the Services and that the Contractor normally makes available to its clients ("Documentation") shall immediately terminate.

XII. QUALITY INTELLIGENCE SOFTWARE LICENSE

1. Quality Intelligence Software Description

- a. *Base Application Service Description*

Quality Intelligence is a suite of software modules which provide for the calculation and analysis of Healthcare Effectiveness Data and Information Set ("HEDIS") measures. HEDIS is developed and maintained by the National Committee for Quality Assurance ("NCQA"), a not-for-profit organization committed to assessing, reporting on, and improving the quality of care provided by

organized delivery systems. HEDIS® is a registered trademark and HEDIS Software CertificationSM is a service mark of the National Committee for Quality Assurance.

Quality Intelligence consists of:

- (i) Quality Engine (“Quality Engine”), which calculates: HEDIS administrative rates and is 100% certified by the NCQA HEDIS Software CertificationSM program, a systematic sampling module that is also 100% certified under the NCQA Software Certification program; a medical record chase module, which identifies health care providers which are likely to possess the medical records needed for the HEDIS hybrid methodology chart review process; a patient level detail (“PLD”) file generator used for submission of Medicare data to NCQA; and other utilities for extraction of demonstration data, NCQA (Interactive Data Submission System (“IDSS”) submission file creation, and administrative updates to sample data.
- (ii) Quality Reporter (“Quality Reporter”), which provides HEDIS reports, detailed data drills for analysis, audit, comparative studies, intervention support, medical record review, and other data analysis features.

The Quality Intelligence Application, including HEDIS databases, the Quality Reporter and the Verscend Engine will be installed and hosted on the Contractor’s servers. The Quality Engine component of the Quality Intelligence Application is not available for access by State. State will have access to Quality Reporter via a secure web-based desktop connection.

- b. *Additional Measures.* Quality Reporter will include the Measures in the Measure Set Table in Section VI. b “Measure Set Table” above.
- c. *Remote Access.* The Contractor will provide remote access to the Quality Intelligence Application to ten (10) named users. User connections allocated to third party vendors of the State approved by Contractor (“Permitted Contractors”), will be deducted from the total number of connections allotted to State.
- d. *Measurement Production Services.* The Contractor will (i) audit and load State data; (ii) execute measure logic; (iii) perform sampling extractions and chase logic; (iii) execute two (2) production HEDIS runs, one test run, Consumer Assessment of Healthcare Providers and Systems (“CAHPs”) extracts if requested by the State, and one proactive (Summer) run. Additional HEDIS runs are available for an additional fee, which will be addressed in an amendment to this Agreement as needed.
- e. The Contractor represents and warrants that it has and will maintain NCQA certification.

2. State Responsibilities

- a. State will provide computers and operating systems (Microsoft Windows) for remote access to the Quality Intelligence Application.
- b. State will provide input data correctly formatted according to the Contractor data input specifications
 - (i) If the State-Formatted Input Data is correctly formatted but the correctly formatted data is not accepted by the software, the Contractor will correct the problem at no charge.

- (ii) If the State-Formatted Input data is incorrectly formatted, the Contractor will correct the problem at a cost of \$180/hour charged to Ad Hoc.

3. Failure to Provide Data

The State's failure to provide data to the Contractor shall not discharge State's obligation to pay the annual fee.

A status meeting will be conducted regularly. Normally every 2 weeks to track deliverables, answer questions, and discuss any open items.

The Contractor's Web Portal will be used for meeting minutes, open issue tracking, communication, software downloads and training materials.

XIII. QUALITY INTELLIGENCE SOFTWARE LICENSE GRANT

1. Terms

- a. **Grant Terms.** Subject to and conditioned upon State's continued compliance with all the terms and conditions of this License, the Contractor hereby grants to State a personal, nonexclusive, nontransferable license to use the Quality Intelligence Application during the Term of this contract at State's offices noted in the contract solely in conjunction with the Services and solely for State's internal business purposes. State shall have the right to make one (1) copy of the Quality Intelligence Application for archival purposes, which will be kept confidential for as long as the State has it in its possession.
- b. **Limitations.** State shall not reverse engineer, reverse assemble, decompile, create derivative works, modify, or otherwise attempt to derive the source code of the Quality Intelligence Application or, except as expressly set forth in this Agreement, copy, modify, or create derivative works of the Quality Intelligence Application.
- c. **Ownership.** The Quality Intelligence Application is licensed, not sold hereunder. The Contractor retains all right, title and interest in and to the Quality Intelligence Application.

**ATTACHMENT B
 PAYMENT PROVISIONS**

The maximum dollar amount payable under this Contract is not intended as any form of a guaranteed amount. The Contractor will be paid for products or services actually delivered or performed, as specified in Attachment A, up to the maximum allowable amount specified on page 1 of this contract.

1. Prior to commencement of work and release of any payments, Contractor shall submit to the State:
 - a. a certificate of insurance consistent with the requirements set forth in Attachment C, Section 8 (Insurance), and with any additional requirements for insurance as may be set forth elsewhere in this Contract; and
 - b. a current IRS Form W-9 (signed within the last six months).
2. Payment terms are **Net 30** days from the date the State receives an error-free invoice with all necessary and complete supporting documentation.
3. Contractor shall submit detailed invoices itemizing all work performed during the invoice period, including the dates of service, rates of pay, hours of work performed, and any other information and/or documentation appropriate and sufficient to substantiate the amount invoiced for payment by the State. All invoices must include the Contract # for this Contract.
4. Contractor shall submit invoices to the State in accordance with the schedule set forth in this Attachment B. Annual Fees will be billed to State on an annual basis on the date of commencement of the contract term for the first year of this Contract (12/13/20) and then on December 13 of each year for the remainder of the Contract term. Overage PMPY Fees will be billed to the State in July of each Contract year. Fees for Retrieval and Abstraction services are billed on a monthly basis for all the Medical Records retrieved or abstracted in the previous month. All Annual fees and overage fees in the Pricing Table will be increased by 3% on December 13 of each Contract year.
5. Invoices shall be submitted to the State at the following address: AHS.DVHAInvoices@Vermont.gov
6. The payment schedule for delivered products, or rates for services performed, and any additional reimbursements, are as follows:
7. **Pricing Table:**

	Fee Type	Description	Annual Amount (12/13/20-12/12/21)	Annual Amount (12/13/21- 12/12/22)
1	Annual Base Fee	<ul style="list-style-type: none"> o For up to 267,000.00 enrolled members o Four runs per year o Up to ten users o 15 hours of customer service support per month 	\$172,447.00	\$177,620.41
2	Overage PMPY	Per Member Per Year Fee to overage population beyond 267,000 enrolled members	\$0.61 PMPY (Not to exceed 1,000 additional members**)	\$0.63 (Not to exceed 1,000 additional members**)

			Maximum amount \$610.00	Maximum amount \$630.00
3	Quality Intelligence Data Collection		Included at no additional cost	
4	PQI/CMS Measure Set	For up to 267,000 enrolled members	\$24,403.00	\$25,135.09
5	Vermont Next Generation ACO Measures	For up to 267,000 enrolled members	\$13,390.00	\$13,791.70
6	*HEDIS Hybrid Measure: Controlling High Blood Pressure (CBP)	Billed monthly in arrears at \$23.00 per Request ID for the medical records retrieved	\$18,400.00	\$18,400.00
7	*HEDIS Hybrid Measure: Comprehensive Diabetes Care (CDC)	Billed monthly in arrears at \$23.00 per Request ID for the medical records both retrieved and abstracted	\$32,200.00	\$32,200.00
8	*HEDIS Hybrid Measure: Prenatal & Postpartum Care (PPC)	Billed monthly in arrears at \$23.00 per Request ID for the medical records retrieved and abstracted	\$36,800.00	\$36,800.00
9	*HEDIS Hybrid Measure: Weight Assessment & Counseling for Nutrition and Physical Activity for Children	Billed monthly in arrears at \$23.00 per Request ID for the medical records retrieved	\$18,400.00	\$18,400.00
10	Data Services billed at \$200/hour	As requested by State	\$5,000.00	\$5,000
11	Change Requests (Ad Hoc)	As Requested by State	\$50,000.00	\$50,000.00
		Total	\$371,650.00	\$377,977.20

***One or more of these Hybrid Measures may be subject to change at the discretion of the State.**

Payment Assumptions:

**** additional members that would qualify for this maximum would be State of Vermont organic population growth. This would not include acquiring another population or process a third party's data.**

- Line 6 – Contractor shall invoice up to 800 records @ \$23.00 per record
- Line 7 - Contractor shall invoice up to 1400 records @ \$23.00 per record
- Line 8 - Contractor shall invoice up to 1600 records @ \$23.00 per record
- Line 9 - Contractor shall invoice up to 800 records @ \$23.00 per record

Option Years Pricing:

Year Three:	\$384,483.62
Year Four:	\$391,194.92

Retrieval and Abstraction Pricing Table:

Fee Type	Amount	Description	Annual Volume Commitment
Retrieval Services			
Retrieval (per chase ID*)	\$23.00	Per chase ID* retrieved	
Abstraction Services			
Abstraction (per chase ID*)	\$23.00	Per chase ID* abstracted	

***Chase ID unique combination of Provider/Location/Member/Measure**

Change Requests will be allowed up to the amount shown in Line 11 of the Pricing Table above without amendment to the Maximum Amount stated on page 1 of this Contract. Change Requests will be documented in a Work Order and the following is the Supplemental Pricing Table to be utilized through the Change Request Process:

Item	Rate	Unit of Measure
Additional Users	\$1,000.00	Per user per year
Additional Approved Authorized User (Third Party Abstractor, not Plan employee)	\$3,000.00	Per user per year
Additional Run	\$4,000.00	Per run
Additional Schema	Custom price	Per membership
Additional Support	\$200.00	Per hour
Single Client Training	\$3,000.00	Per trainer per day
Standard Extract	\$15,000.00	Per year
Additional Measures to Standard Extract (up to 5)	\$2,000.00	Per year
Standard Datamart Extract	\$3,500.00	Per extract
White Glove Monthly Support (assigned resources for monthly support of 25 hours)	\$60,000.00	Per Year
Third party MRR data integration	\$15,000	Per Year
Data Mapping	\$200.00	Per Hour

**ATTACHMENT C: STANDARD STATE PROVISIONS
FOR CONTRACTS AND GRANTS
REVISED DECEMBER 15, 2017**

1. 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. “Agreement” shall mean the specific contract or grant to which this form is attached.

2. 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.

3. Governing Law, Jurisdiction and Venue; No Waiver of Jury Trial: This Agreement will be governed by the laws of the State of Vermont. Any action or proceeding brought by either the State or the Party in connection with this Agreement shall be brought and enforced in the Superior Court of the State of Vermont, Civil Division, Washington Unit. The Party irrevocably submits to the jurisdiction of this court for any action or proceeding regarding this Agreement. The Party agrees that it must first exhaust any applicable administrative remedies with respect to any cause of action that it may have against the State with regard to its performance under this Agreement. Party agrees that the State shall not be required to submit to binding arbitration or waive its right to a jury trial.

4. Sovereign Immunity: The State reserves all immunities, defenses, rights or actions arising out of the State’s sovereign status or under the Eleventh Amendment to the United States Constitution. No waiver of the State’s immunities, defenses, rights or actions shall be implied or otherwise deemed to exist by reason of the State’s entry into this Agreement.

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

7. Defense and Indemnity: The Party shall defend the State and its officers and employees against all third party claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party in connection with the performance of this Agreement. The State shall notify the Party in the event of any such claim or suit, and the Party shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit. The State retains the right to participate at its own expense in the defense of any claim. The State shall have the right to approve all proposed settlements of such claims or suits.

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 in connection with the performance of this Agreement.

The Party shall indemnify the State and its officers and employees if the State, its officers or employees become legally obligated to pay any damages or losses arising from any act or omission of the Party or an agent of the Party in connection with the performance of this Agreement.

Notwithstanding any contrary language anywhere, in no event shall the terms of this Agreement or any document furnished by the Party in connection with its performance under this Agreement obligate the State to (1) defend or indemnify the Party or any third party, or (2) otherwise be liable for the expenses or reimbursement, including attorneys' fees, collection costs or other costs of the Party or any third party.

8. 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 this 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. Vermont will accept an out-of-state employer's workers' compensation coverage while operating in Vermont provided that the insurance carrier is licensed to write insurance in Vermont and an amendatory endorsement is added to the policy adding Vermont for coverage purposes. Otherwise, the party shall secure a Vermont workers' compensation policy, if necessary to comply with Vermont law.

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

Premises - Operations

Products and Completed Operations

Personal Injury Liability

Contractual Liability

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

\$1,000,000 Each Occurrence

\$2,000,000 General Aggregate

\$1,000,000 Products/Completed Operations Aggregate

\$1,000,000 Personal & Advertising Injury

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 \$500,000 combined single limit. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, limits of coverage shall not be less than \$1,000,000 combined single limit.

Additional Insured. The General Liability and Property Damage coverages required for performance of this Agreement shall include the State of Vermont and its agencies, departments, officers and employees as Additional Insureds. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, then the required Automotive Liability coverage shall include the State of Vermont and its agencies, departments, officers and employees as Additional Insureds. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Notice of Cancellation or Change. There shall be no cancellation, change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without thirty (30) days written prior written notice to the State.

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

10. False Claims Act: The Party acknowledges that it is subject to the Vermont False Claims Act as set forth in 32 V.S.A. § 630 *et seq.* If the Party violates the Vermont False Claims Act it shall be liable to the State for civil penalties, treble damages and the costs of the investigation and prosecution of such violation, including attorney's fees, except as the same may be reduced by a court of competent jurisdiction. The Party's liability to the State under

the False Claims Act shall not be limited notwithstanding any agreement of the State to otherwise limit Party's liability.

11. Whistleblower Protections: The Party shall not discriminate or retaliate against one of its employees or agents for disclosing information concerning a violation of law, fraud, waste, abuse of authority or acts threatening health or safety, including but not limited to allegations concerning the False Claims Act. Further, the Party shall not require such employees or agents to forego monetary awards as a result of such disclosures, nor should they be required to report misconduct to the Party or its agents prior to reporting to any governmental entity and/or the public.

12. Location of State Data: No State data received, obtained, or generated by the Party in connection with performance under this Agreement shall be processed, transmitted, stored, or transferred by any means outside the continental United States, except with the express written permission of the State.

13. 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.

14. Fair Employment Practices and Americans with Disabilities Act: Party agrees to comply with the requirement of 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.

15. 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.

16. 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 this 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.

17. Taxation of Purchases: All State purchases must be invoiced tax free. An exemption certificate will be furnished upon request with respect to otherwise taxable items.

18. Child Support: (Only applicable if the Party is a natural person, not a corporation or partnership.) Party states that, as of the date this 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.

19. 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 shall be responsible and liable to the State for all acts or omissions of subcontractors and any other person performing work under this Agreement pursuant to an agreement with Party or any subcontractor.

In the case this Agreement is a contract with a total cost in excess of \$250,000, the Party shall provide to the State a list of all proposed subcontractors and subcontractors' subcontractors, together with the identity of those subcontractors' workers compensation insurance providers, and additional required or requested information, as applicable, in accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54).

Party shall include the following provisions of this Attachment C in all subcontracts for work performed solely for the State of Vermont and subcontracts for work performed in the State of Vermont: Section 10 ("False Claims Act"); Section 11 ("Whistleblower Protections"); Section 12 ("Location of State Data"); Section 14 ("Fair Employment Practices and Americans with Disabilities Act"); Section 16 ("Taxes Due the State"); Section 18 ("Child Support"); Section 20 ("No Gifts or Gratuities"); Section 22 ("Certification Regarding Debarment"); Section 30 ("State Facilities"); and Section 32.A ("Certification Regarding Use of State Funds").

20. No Gifts or Gratuities: Party shall not give title or possession of anything 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.

21. Copies: Party shall use reasonable best efforts to ensure that all written reports prepared under this Agreement are printed using both sides of the paper.

22. 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>

23. Conflict of Interest: Party shall fully disclose, in writing, any conflicts of interest or potential conflicts of interest.

24. Confidentiality: Party acknowledges and agrees that this Agreement and any and all information obtained by the State from the Party in connection with this Agreement are subject to the State of Vermont Access to Public Records Act, 1 V.S.A. § 315 et seq.

25. Force Majeure: Neither the State nor the Party shall be liable to the other for any failure or delay of performance of any obligations under this Agreement to the extent such failure or delay shall have been wholly or principally

caused by acts or events beyond its reasonable control rendering performance illegal or impossible (excluding strikes or lock-outs) (“Force Majeure”). Where Force Majeure is asserted, the nonperforming party must prove that it made all reasonable efforts to remove, eliminate or minimize such cause of delay or damages, diligently pursued performance of its obligations under this Agreement, substantially fulfilled all non-excused obligations, and timely notified the other party of the likelihood or actual occurrence of an event described in this paragraph.

26. Marketing: Party shall not refer to the State in any publicity materials, information pamphlets, press releases, research reports, advertising, sales promotions, trade shows, or marketing materials or similar communications to third parties except with the prior written consent of the State.

27. Termination:

- A. Non-Appropriation:** 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.
- B. Termination for Cause:** Either party may terminate this Agreement if a party materially breaches its obligations under this Agreement, and such breach is not cured within thirty (30) days after delivery of the non-breaching party’s notice or such longer time as the non-breaching party may specify in the notice.
- C. Termination Assistance:** Upon nearing the end of the final term or termination of this Agreement, without respect to cause, the Party shall take all reasonable and prudent measures to facilitate any transition required by the State. All State property, tangible and intangible, shall be returned to the State upon demand at no additional cost to the State in a format acceptable to the State.

28. Continuity of Performance: In the event of a dispute between the Party and the State, each party will continue to perform its obligations under this Agreement during the resolution of the dispute until this Agreement is terminated in accordance with its terms.

29. No Implied Waiver of Remedies: Either party’s delay or failure to exercise any right, power or remedy under this Agreement shall not impair any such right, power or remedy, or be construed as a waiver of any such right, power or remedy. All waivers must be in writing.

30. State Facilities: If the State makes space available to the Party in any State facility during the term of this Agreement for purposes of the Party’s performance under this Agreement, the Party shall only use the space in accordance with all policies and procedures governing access to and use of State facilities which shall be made available upon request. State facilities will be made available to Party on an “AS IS, WHERE IS” basis, with no warranties whatsoever.

31. Requirements Pertaining Only to Federal Grants and Subrecipient Agreements: If this Agreement is a grant that is funded in whole or in part by Federal funds:

- A. Requirement to Have a Single Audit:** 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.

- B. Internal Controls:** In accordance with 2 CFR Part II, §200.303, the Party must establish and maintain effective internal control over the Federal award to provide reasonable assurance that the Party is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the award. These internal controls should be in compliance with guidance in “Standards for Internal Control in the Federal Government” issued by the Comptroller General of the United States and the “Internal Control Integrated Framework”, issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).
- C. Mandatory Disclosures:** In accordance with 2 CFR Part II, §200.113, Party must disclose, in a timely manner, in writing to the State, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures may result in the imposition of sanctions which may include disallowance of costs incurred, withholding of payments, termination of the Agreement, suspension/debarment, etc.

32. Requirements Pertaining Only to State-Funded Grants:

- A. Certification Regarding Use of State Funds:** If 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.
- B. Good Standing Certification (Act 154 of 2016):** If this Agreement is a State-funded grant, Party hereby represents: (i) that it has signed and provided to the State the form prescribed by the Secretary of Administration for purposes of certifying that it is in good standing (as provided in Section 13(a)(2) of Act 154) with the Agency of Natural Resources and the Agency of Agriculture, Food and Markets, or otherwise explaining the circumstances surrounding the inability to so certify, and (ii) that it will comply with the requirements stated therein.

(End of Standard Provisions)

ATTACHMENT D
INFORMATION TECHNOLOGY SYSTEM IMPLEMENTATION
TERMS AND CONDITIONS (rev. 3/08/19)

1. MODIFICATIONS TO CONTRACTOR DOCUMENTS

The parties specifically agree that the Contractor Documents are hereby modified and superseded by Attachment C and this Attachment D.

“Contractor Documents” shall mean one or more document, agreement or other instrument required by Contractor in connection with the performance of the products and services being purchased by the State, regardless of format, including the license agreement, end user license agreement or similar document, any hyperlinks to documents contained in the Contractor Documents, agreement or other instrument and any other paper or “shrinkwrap,” “clickwrap,” “browsewrap” or other electronic version thereof.

2. NO SUBSEQUENT, UNILATERAL MODIFICATION OF TERMS BY CONTRACTOR

Notwithstanding any other provision or other unilateral license terms which may be issued by Contractor during the Term of this Contract, and irrespective of whether any such provisions have been proposed prior to or after the issuance of an order for the products and services being purchased by the State, as applicable, the components of which are licensed under the Contractor Documents, or the fact that such other agreement may be affixed to or accompany the products and services being purchased by the State, as applicable, upon delivery, the terms and conditions set forth herein shall supersede and govern licensing and delivery of all products and services hereunder.

3. TERM OF CONTRACTOR’S DOCUMENTS; PAYMENT TERMS

Contractor acknowledges and agrees that, to the extent a Contractor Document provides for alternate term or termination provisions, including automatic renewals, such sections shall be waived and shall have no force and effect. All Contractor Documents shall run concurrently with the term of this Contract; provided, however, to the extent the State has purchased a perpetual license to use the Contractor’s software, hardware or other services, such license shall remain in place unless expressly terminated in accordance with the terms of this Contract. Contractor acknowledges and agrees that, to the extent a Contractor Document provides for payment terms which differ from the payment terms set forth in Attachment B, such sections shall be waived and shall have no force and effect and the terms in Attachment B shall govern.

4. OWNERSHIP AND LICENSE IN DELIVERABLES

4.1 Contractor Intellectual Property.

As between the parties, and subject to the terms and conditions of this Contract, Contractor and its third-party suppliers will retain ownership of all intellectual property rights in the Quality Intelligence Suite, and any and all derivative works made to the Quality Intelligence Suite or any part thereof, as well as all Work Product provided to the State (“**Contractor Proprietary Technology**”). The State acquires no rights to Contractor Proprietary Technology except for the licensed interests granted under this Contract. The term “**Work Product**” means all other materials, reports, manuals, visual aids, documentation, ideas, concepts, techniques, inventions, processes, or works of authorship developed, provided or created by Contractor or its employees or contractors during the course of performing work for the State (excluding any State Data or derivative works thereof and excluding any output from the Quality Intelligence Suite generated by the State’s use of the Quality Intelligence Suite, including without limitation, reports, graphs, charts and modified State Data, but expressly including any form templates of such reports, graphs or charts by themselves that do not include the State Data).

Title, ownership rights, and all Intellectual Property Rights in and to the Quality Intelligence Suite will remain the sole property of Contractor or its suppliers. The State acknowledges that the source code is not covered by any license hereunder and will not be provided by Contractor. Except as set forth in this Contract, no right or implied license or right of any kind is granted to the State regarding the Quality Intelligence Suite or any part thereof. Nothing in this Contract confers upon either party any right to use the other party's trade names and trademarks, except for permitted license use in accordance with this Contract. All use of such marks by either party will inure to the benefit of the owner of such marks, use of which will be subject to specifications controlled by the owner.

4.2 State Intellectual Property; User Name

The State shall retain all right, title and interest in and to (i) all content and all property, data and information furnished by or on behalf of the State or any agency, commission or board thereof, and to all information that is created under this Contract, including, but not limited to, all data that is generated under this Contract as a result of the use by Contractor, the State or any third party of any technology systems or knowledge bases that are developed for the State and used by Contractor hereunder, and all other rights, tangible or intangible; and (ii) all State trademarks, trade names, logos and other State identifiers, Internet uniform resource locators, State user name or names, Internet addresses and e-mail addresses obtained or developed pursuant to this Contract (collectively, "**State Intellectual Property**").

Contractor may not collect, access or use State Intellectual Property for any purpose other than as specified in this Contract. Upon expiration or termination of this Contract, Contractor shall return or destroy all State Intellectual Property and all copies thereof, and Contractor shall have no further right or license to such State Intellectual Property.

Contractor acquires no rights or licenses, including, without limitation, intellectual property rights or licenses, to use State Intellectual Property for its own purposes. In no event shall the Contractor claim any security interest in State Intellectual Property.

5. CONFIDENTIALITY AND NON-DISCLOSURE; SECURITY BREACH REPORTING

5.1 For purposes of this Contract, confidential information will not include information or material which (a) enters the public domain (other than as a result of a breach of this Contract); (b) was in the receiving party's possession prior to its receipt from the disclosing party; (c) is independently developed by the receiving party without the use of confidential information; (d) is obtained by the receiving party from a third party under no obligation of confidentiality to the disclosing party; or (e) is not exempt from disclosure under applicable State law.

5.2 Confidentiality of Contractor Information. The Contractor acknowledges and agrees that this Contract and any and all Contractor information obtained by the State in connection with this Contract are subject to the State of Vermont Access to Public Records Act, 1 V.S.A. § 315 et seq. The State will not disclose information for which a reasonable claim of exemption can be made pursuant to 1 V.S.A. § 317(c), including, but not limited to, trade secrets, proprietary information or financial information, including any formulae, plan, pattern, process, tool, mechanism, compound, procedure, production data, or compilation of information which is not patented, which is known only to the Contractor, and which gives the Contractor an opportunity to obtain business advantage over competitors who do not know it or use it.

The State shall immediately notify Contractor of any request made under the Access to Public Records Act, or any request or demand by any court, governmental agency or other person asserting a demand or request for Contractor information. Contractor may, in its discretion, seek an appropriate protective order, or otherwise defend any right it may have to maintain the confidentiality of such information under applicable State law within three business days of the State's receipt of any such request. Contractor agrees that it will not make any claim against the State if the State makes available to the public any information in accordance with the Access to Public Records Act or in response to a binding order from a court or governmental body or agency compelling its production. Contractor shall indemnify the State for any costs or expenses incurred by the State,

including, but not limited to, attorneys' fees awarded in accordance with 1 V.S.A. § 320, in connection with any action brought in connection with Contractor's attempts to prevent or unreasonably delay public disclosure of Contractor's information if a final decision of a court of competent jurisdiction determines that the State improperly withheld such information and that the improper withholding was based on Contractor's attempts to prevent public disclosure of Contractor's information.

The State agrees that (a) it will use the Contractor information only as may be necessary in the course of performing duties, receiving services or exercising rights under this Contract; (b) it will provide at a minimum the same care to avoid disclosure or unauthorized use of Contractor information as it provides to protect its own similar confidential and proprietary information; (c) except as required by the Access to Records Act, it will not disclose such information orally or in writing to any third party unless that third party is subject to a written confidentiality agreement that contains restrictions and safeguards at least as restrictive as those contained in this Contract; (d) it will take all reasonable precautions to protect the Contractor's information; and (e) it will not otherwise appropriate such information to its own use or to the use of any other person or entity.

Contractor may affix an appropriate legend to Contractor information that is provided under this Contract to reflect the Contractor's determination that any such information is a trade secret, proprietary information or financial information at time of delivery or disclosure.

5.3 Confidentiality of State Information. In performance of this Contract, and any exhibit or schedule hereunder, the Contractor acknowledges that certain State Data (as defined below), to which the Contractor may have access may contain individual federal tax information, personal protected health information and other individually identifiable information protected by State or federal law or otherwise exempt from disclosure under the State of Vermont Access to Public Records Act, 1 V.S.A. § 315 et seq. ("State Data"). In addition to the provisions of this Section, the Contractor shall comply with the requirements set forth in the State's HIPAA Business Associate Agreement attached to this Contract as Attachment E.

State Data shall not be stored, accessed from, or transferred to any location outside the United States.

Unless otherwise instructed by the State, Contractor agrees to keep confidential all State Data. The Contractor agrees that (a) it will use the State Data only as may be necessary in the course of performing duties or exercising rights under this Contract; (b) it will provide at a minimum the same care to avoid disclosure or unauthorized use of State Data as it provides to protect its own similar confidential and proprietary information; (c) it will not publish, reproduce, or otherwise divulge any State Data in whole or in part, in any manner or form orally or in writing to any third party unless it has received written approval from the State and that third party is subject to a written confidentiality agreement that contains restrictions and safeguards at least as restrictive as those contained in this Contract; (d) it will take all reasonable precautions to protect the State's information; and (e) it will not otherwise appropriate such information to its own use or to the use of any other person or entity. Contractor will take reasonable measures as are necessary to restrict access to State Data in the Contractor's possession to only those employees on its staff who must have the information on a "need to know" basis. The Contractor shall not retain any State Data except to the extent required to perform the services under this Contract and to comply with any applicable laws.

Contractor shall not access State user accounts or State Data, except in the course of data center operations, response to service or technical issues, as required by the express terms of this Contract, or at State's written request.

Contractor may not share State Data with its parent company or other affiliate without State's express written consent.

The Contractor shall promptly notify the State of any request or demand by any court, governmental agency or other person asserting a demand or request for State Data to which the Contractor or any third party hosting service of the Contractor may have access, so that the State may seek an appropriate protective order.

6. SECURITY OF STATE INFORMATION

6.1 Security Standards. To the extent the Contractor or its subcontractors, affiliates or agents handles, collects, stores, disseminates or otherwise deals with State Data, the Contractor represents and warrants that it has implemented and it shall maintain during the term of this Contract the highest industry standard administrative, technical, and physical safeguards and controls consistent with HITRUST CSF and designed to (i) ensure the security and confidentiality of State Data; (ii) protect against any anticipated security threats or hazards to the security or integrity of the State Data; and (iii) protect against unauthorized access to or use of State Data. Such measures shall include at a minimum: (1) access controls on information systems, including controls to authenticate and permit access to State Data only to authorized individuals and controls to prevent the Contractor employees from providing State Data to unauthorized individuals who may seek to obtain this information (whether through fraudulent means or otherwise); (2) industry-standard firewall protection; (3) encryption of electronic State Data while in transit from the Contractor networks to external networks; (4) measures to store in a secure fashion all State Data which shall include, but not be limited to, encryption at rest and multiple levels of authentication; (5) dual control procedures, segregation of duties, and pre-employment criminal background checks for employees with responsibilities for or access to State Data; (6) measures to ensure that the State Data shall not be altered or corrupted without the prior written consent of the State; (7) measures to protect against destruction, loss or damage of State Data due to potential environmental hazards, such as fire and water damage; (8) staff training to implement the information security measures; and (9) monitoring of the security of any portions of the Contractor systems that are used in the provision of the services against intrusion on a twenty-four (24) hour a day basis.

6.2 Security Breach Notice and Reporting. The Contractor shall have policies and procedures in place for the effective management of Security Breaches, as defined below, which shall be made available to the State upon request.

In addition to the requirements set forth in any applicable Business Associate Agreement as may be attached to this Contract, in the event of any actual security breach or reasonable belief of an actual security breach the Contractor either suffers or learns of that compromises State Data (a “Security Breach”), the Contractor shall notify the State within five (5) business days of its discovery. Contractor shall immediately determine the nature and extent of the Security Breach, contain the incident by means appropriate to the situation. Contractor shall report to the State: (i) the nature of the Security Breach; (ii) the State Data used or disclosed; (iii) who made the unauthorized use or received the unauthorized disclosure; (iv) what the Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure; and (v) what corrective action the Contractor has taken or shall take to prevent future similar unauthorized use or disclosure. The Contractor shall provide such other information, including a written report, as reasonably requested by the State. Contractor shall analyze and document the incident and provide all notices required by applicable law.

In accordance with Section 9 V.S.A. §2435(b)(3), the Contractor shall notify the Office of the Attorney General, or, if applicable, Vermont Department of Financial Regulation (“DFR”), within fourteen (14) business days of the Contractor’s discovery of the Security Breach. The notice shall provide a preliminary description of the breach. The foregoing notice requirement shall be included in the subcontracts of any of Contractor’s subcontractors, affiliates or agents which may be “data collectors” hereunder.

The Contractor agrees to fully cooperate with the State and assume responsibility at its own expense for the following, to be determined in the sole discretion of the State: (i) notice to affected consumers if the State determines it to be appropriate under the circumstances of any particular Security Breach, in a form recommended by the AGO; and (ii) investigation and remediation associated with a Security Breach, including but not limited to, outside investigation, forensics, counsel, crisis management and credit monitoring, in the sole determination of the State, such determination shall be applied both reasonably and in proportion to the circumstances of the Security Breach.

The Contractor agrees to comply with all applicable laws, as such laws may be amended from time to time (including, but not limited to, Chapter 62 of Title 9 of the Vermont Statutes and all applicable State and federal

laws, rules or regulations) that require notification in the event of unauthorized release of personally-identifiable information or other event requiring notification.

6.3 Security Policies. To the extent the Contractor or its subcontractors, affiliates or agents handles, collects, stores, disseminates or otherwise deals with State Data, the Contractor will have an information security policy that protects its systems and processes and media that may contain State Data from internal and external security threats and State Data from unauthorized disclosure and will make these policies available for State review upon the State's request via phone or web conference. The Contractor shall provide the State with not less than thirty (30) days advance written notice of any material amendment or modification of such policies that negatively impact the control environment.

6.4 Operations Security. To the extent the Contractor or its subcontractors, affiliates or agents handles, collects, stores, disseminates or otherwise deals with State Data, the Contractor shall cause HITRUST audit report to be conducted annually. Upon request, the audit results and the Contractor's plan for addressing or resolution of the audit results shall be shared via web conference or secure data room with the State within sixty (60) days of the Contractor's receipt of the audit results. Further, on an annual basis, within 120 days of the end of the Contractor's fiscal year, the Contractor shall transmit its annual audited financial statements to the State.

6.5 Redundant Back-Up. The Contractor shall maintain a backup data center geographically separated from its main data center that maintains data from the main data center. The Contractor's back-up policies shall be made available to the State upon request for review via phone or web conference. The Contractor shall provide the State with not less than thirty (30) days advance written notice of any material amendment or modification of such policies

6.6 Vulnerability Testing. Upon request and no more than once annually, the Contractor shall run vulnerability assessments and promptly report summary results to the State's Chief Information Security Officer: Scott.Carbee@vermont.gov. Contractor shall remediate all critical issues within 90 days, all medium issues within 120 days and applicable low issues within 180 days. Once remediation is complete, Contractor shall re-perform the test.

7. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES

7.1 General Representations and Warranties. The Contractor represents, warrants and covenants that:

- (i) The Contractor has all requisite power and authority to execute, deliver and perform its obligations under this Contract and the execution, delivery and performance of this Contract by the Contractor has been duly authorized by the Contractor.
- (ii) There is no outstanding litigation, arbitrated matter or other dispute to which the Contractor is a party which, if decided unfavorably to the Contractor, would reasonably be expected to have a material adverse effect on the Contractor's ability to fulfill its obligations under this Contract.
- (iii) The Contractor will comply with all laws applicable to its performance of the services and otherwise to the Contractor in connection with its obligations under this Contract.
- (iv) The Contractor (a) owns, or has the right to use under valid and enforceable agreements, all intellectual property rights reasonably necessary for and related to delivery of the services and provision of the Deliverables as set forth in this Contract; (b) shall be responsible for and have full authority to license all proprietary and/or third party software modules, that Contractor incorporates into its product; and (c) none of the Deliverables or other materials or technology provided by the Contractor to the State will infringe upon or misappropriate the intellectual property rights of any third party.
- (v) The Contractor has adequate resources to fulfill its obligations under this Contract.

- (vi) Neither Contractor nor Contractor's subcontractors has past state or federal violations, convictions or suspensions relating to miscoding of employees in NCCI job codes for purposes of differentiating between independent contractors and employees.

7.2 Contractor's Performance Warranties. Contractor represents and warrants to the State that:

- (i) All Deliverables will be free from material errors and shall perform in accordance with the specifications described in Attachment A for a period of at least one year.
- (ii) Except for the instances where Contractor has scheduled downtime for which State has been notified, Contractor will provide to the State commercially reasonable continuous and uninterrupted access to the Service, and will not interfere with the State's access to and use of the Service during the term of this Contract;
- (iii) The Service is compatible with and will operate successfully with any environment (including web browser and operating system) specified by the Contractor in its documentation;
- (iv) Each and all of the services shall be performed in a timely, diligent, professional and skillful manner, in accordance with the professional or technical standards applicable to such services, by qualified persons with the technical skills, training and experience to perform such services in the planned environment.
- (v) All Deliverables supplied by the Contractor to the State shall be transferred free and clear of any and all restrictions on the conditions of transfer, modification, licensing, sublicensing and free and clear of any and all liens, claims, mortgages, security interests, liabilities and encumbrances or any kind.
- (vi) Any time software is delivered to the State, whether delivered via electronic media or the internet, no portion of such software or the media upon which it is stored or delivered will have any type of software routine or other element which is designed to facilitate unauthorized access to or intrusion upon; or unrequested disabling or erasure of; or unauthorized interference with the operation of any hardware, software, data or peripheral equipment of or utilized by the State. Without limiting the generality of the foregoing, if the State believes that harmful code may be present in any software delivered hereunder, Contractor will, upon State's request, provide a new or clean install of the software. Notwithstanding the foregoing, Contractor assumes no responsibility for the State's negligence or failure to protect data from viruses, or any unintended modification, destruction or disclosure.
- (vii) To the extent Contractor resells commercial hardware or software it purchased from a third party, Contractor will, to the extent it is legally able to do so, pass through any such third party warranties to the State and will reasonably cooperate in enforcing them. Such warranty pass-through will not relieve the Contractor from Contractor's warranty obligations set forth herein.

7.3 Limitation on Disclaimer. The express warranties set forth in this Contract shall be in lieu of all other warranties, express or implied.

7.4 Effect of Breach of Warranty. If, at any time during the term of this Contract, software or the results of Contractor's work fail to perform according to any warranty of Contractor under this Contract, the State shall promptly notify Contractor in writing of such alleged nonconformance, and Contractor shall, at its own expense and without limiting any other rights or remedies of the State hereunder, re-perform or replace any services that the State has determined to be unsatisfactory in its reasonable discretion, as agreed to by both Parties.

8. PROFESSIONAL LIABILITY AND CYBER LIABILITY INSURANCE COVERAGE

In addition to the insurance required in Attachment C to this Contract, before commencing work on this Contract and throughout the term of this Contract, Contractor agrees to procure and maintain (a) Technology Professional

Liability insurance for any and all services performed under this Contract, with minimum third party coverage of \$3,000,000.00 per claim, \$5,000,000.00 aggregate; and (b) first party Breach Notification Coverage of not less than \$3,000,000.00.

Before commencing work on this Contract the Contractor must provide certificates of insurance to show that the foregoing minimum coverages are in effect.

With respect to the first party Breach Notification Coverage, Contractor shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this Contract.

9. LIMITATION OF LIABILITY.

CONTRACTOR'S LIABILITY FOR DAMAGES TO THE STATE ARISING OUT OF THE SUBJECT MATTER OF THIS CONTRACT SHALL NOT EXCEED THREE TIMES THE MAXIMUM AMOUNT PAYABLE UNDER THIS CONTRACT. LIMITS OF LIABILITY FOR STATE CLAIMS SHALL NOT APPLY TO STATE CLAIMS ARISING OUT OF: (A) CONTRACTOR'S OBLIGATION TO INDEMNIFY THE STATE; (B) CONTRACTOR'S CONFIDENTIALITY OBLIGATIONS TO THE STATE; (C) PERSONAL INJURY OR DAMAGE TO REAL OR PERSONAL PROPERTY; (D) CONTRACTOR'S GROSS NEGLIGENCE, FRAUD OR INTENTIONAL MISCONDUCT; OR (E) VIOLATIONS OF THE STATE OF VERMONT FRAUDULENT CLAIMS ACT. IN NO EVENT SHALL THIS LIMIT OF LIABILITY BE CONSTRUED TO LIMIT CONTRACTOR'S LIABILITY FOR THIRD PARTY CLAIMS AGAINST THE CONTRACTOR WHICH MAY ARISE OUT OF CONTRACTOR'S ACTS OR OMISSIONS IN THE PERFORMANCE OF THIS CONTRACT.

NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL OR SPECIAL DAMAGES, DAMAGES WHICH ARE UNFORESEEABLE TO THE PARTIES AT THE TIME OF CONTRACTING, DAMAGES WHICH ARE NOT PROXIMATELY CAUSED BY A PARTY, SUCH AS LOSS OF ANTICIPATED BUSINESS, OR LOST PROFITS, INCOME, GOODWILL, OR REVENUE IN CONNECTION WITH OR ARISING OUT OF THE SUBJECT MATTER OF THIS CONTRACT.

The provisions of this Section shall apply notwithstanding any other provisions of this Contract or any other agreement.

10. TRADE SECRET, PATENT AND COPYRIGHT INFRINGEMENT

The State shall not be deemed to waive any of its rights or remedies at law or in equity in the event of Contractor's trade secret, patent and/or copyright infringement.

11 REMEDIES FOR DEFAULT; NO WAIVER OF REMEDIES

In the event either party is in default under this Contract, the non-defaulting party may, at its option, pursue any or all of the remedies available to it under this Contract, including termination for cause, and at law or in equity.

No delay or failure to exercise any right, power or remedy accruing to either party upon breach or default by the other under this Contract shall impair any such right, power or remedy, or shall be construed as a waiver of any such right, power or remedy, nor shall any waiver of a single breach or default be deemed a waiver of any subsequent breach or default. All waivers must be in writing.

12 NO ASSUMPTION OF COSTS

Any requirement that the State defend or indemnify Contractor or otherwise be liable for the expenses or reimbursement, including attorneys' fees, collection costs or license verification costs of Contractor, is hereby deleted from the Contractor Documents.

13 TERMINATION

Upon termination of this Contract for any reason whatsoever, Contractor shall immediately deliver to the State all State information, State Intellectual Property or State Data (including without limitation any Deliverables for which

State has made payment in whole or in part) (“State Materials”), that are in the possession or under the control of Contractor in whatever stage of development and form of recordation such State property is expressed or embodied at that time.

In the event the Contractor ceases conducting business in the normal course, becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets or avails itself of or becomes subject to any proceeding under the Federal Bankruptcy Act or any statute of any state relating to insolvency or the protection of rights of creditors, the Contractor shall immediately return all State Materials to State control; including, but not limited to, making all necessary access to applicable remote systems available to the State for purposes of downloading all State Materials.

Contractor shall reasonably cooperate with other parties in connection with all services to be delivered under this Contract, including without limitation any successor provider to whom State Materials are to be transferred in connection with termination. Contractor shall assist the State in exporting and extracting the State Materials, in a format usable without the use of the Services and as agreed to by State. Notwithstanding the foregoing, under no circumstances will the Contractor be required to disclose or make available to the State or any third party any confidential or proprietary information of the Contractor.

Any transition services requested by State involving additional knowledge transfer and support may be subject to a contract amendment for a fixed fee or at rates to be mutually agreed upon by the parties.

If the State determines in its sole discretion that a documented transition plan is necessary, then no later than sixty (60) days prior to termination, Contractor and the State shall mutually prepare a Transition Plan identifying transition services to be provided.

14. ACCESS TO STATE DATA:

The State may import or export State Materials in part or in whole at its sole discretion at any time (24 hours a day, seven (7) days a week, 365 days a year), during the term of this Contract without interference from the Contractor in an agreed-upon file format and medium. After Term has expired, State may request Contractor for any data or service according to Section 13 above.

The Contractor must allow the State access to information such as latency statistics that affect its State Materials and or processes.

The Contractor’s policies regarding the retrieval of data upon the termination of services have been made available to the State upon execution of this Contract under separate cover. The Contractor shall provide the State with not less than thirty (30) days advance written notice of any material amendment or modification of such policies.

15. AUDIT RIGHTS

Contractor will maintain and cause its permitted contractors to maintain a complete audit trail of all transactions and activities, financial and non-financial, in connection with this Contract. Contractor will provide to the State, its internal or external auditors, inspectors, regulators and other designated representatives, at reasonable times (and in the case of State or federal regulators, at any time required by such regulators) access to Contractor personnel and to any and all Contractor facilities or where the required information, data and records are maintained, for the purpose of performing audits and inspections of mutually defined scope, methods and timing of Contractor and/or Contractor personnel and/or any or all of the records, data and information applicable to this Contract. Any onsite audit will be limited to one per year with an advance notification of at least 30 days by the State.

At a minimum, such audits, inspections and access shall be conducted to the extent permitted or required by any laws applicable to the State or Contractor (or such higher or more rigorous standards, if any, as State or Contractor applies to its own similar businesses, operations or activities), to (i) verify the accuracy of charges and invoices; (ii) verify the integrity of State Data and examine the systems that process, store, maintain, support and transmit that data; (iii) examine and verify Contractor’s and/or its permitted contractors’ operations and security procedures and

controls; (iv) examine and verify Contractor's and/or its permitted contractors' disaster recovery planning and testing, business resumption and continuity planning and testing, contingency arrangements and insurance coverage; and (v) examine Contractor's and/or its permitted contractors' performance of the Services including audits of: (1) practices and procedures; (2) systems, communications and information technology; (3) general controls and physical and data/information security practices and procedures; (4) quality initiatives and quality assurance, (5) contingency and continuity planning, disaster recovery and back-up procedures for processes, resources and data; (6) Contractor's and/or its permitted contractors' efficiency and costs in performing Services; (7) compliance with the terms of this Contract and applicable laws, and (9) any other matters reasonably requested by the State. Contractor shall provide and cause its permitted contractors to provide full cooperation to such auditors, inspectors, regulators and representatives in connection with audit functions and with regard to examinations by regulatory authorities.

16. DESTRUCTION OF STATE DATA

At any time during the term of this Contract within (i) one hundred and twenty (120) days of the State's written request from the date of termination or expiration of this Contract for any reason, and in any event after the State has had an opportunity to export and recover the State Materials, Contractor shall at its own expense securely destroy and erase from all systems it directly or indirectly uses or controls all tangible or intangible forms of the State Materials, in whole or in part, and all copies thereof except such records as are required by law. The destruction of State Data and State Intellectual Property shall be performed according to National Institute of Standards and Technology (NIST) approved methods. Contractor shall certify in writing to the State that such State Data has been disposed of securely. To the extent that any applicable law prevents Contractor from destroying or erasing State Materials as set forth herein, Contractor shall retain, in its then current state, all such State Materials then within its right of control or possession in accordance with the confidentiality, security and other requirements of this Contract, and perform its obligations under this section as soon as such law no longer prevents it from doing so.

Further, upon the relocation of State Data, Contractor shall securely dispose of such copies from the former data location and certify in writing to the State that such State Data has been disposed of securely. Contractor shall comply with all reasonable directions provided by the State with respect to the disposal of State Data.

17 CONTRACTOR BANKRUPTCY.

Contractor acknowledges that if Contractor, as a debtor in possession, or a trustee in bankruptcy in a case under Section 365(n) of Title 11, United States Code (the "Bankruptcy Code"), rejects this Contract, the State may elect to retain its rights under this Contract as provided in Section 365(n) of the Bankruptcy Code. Upon written request of the State to Contractor or the Bankruptcy Trustee, Contractor or such Bankruptcy Trustee shall not interfere with the rights of the State as provided in this Contract, including the right to obtain the State Intellectual Property.

18 SOFTWARE LICENSEE COMPLIANCE REPORT.

In lieu of any requirement that may be in a Contractor Document that the State provide the Contractor with access to its System for the purpose of determining State compliance with the terms of the Contractor Document, upon request and not more frequently than annually, the State will provide Contractor with a certified report concerning the State's use of any software licensed for State use pursuant this Contract. The parties agree that any non-compliance indicated by the report shall not constitute infringement of the licensor's intellectual property rights, and that settlement payment mutually agreeable to the parties shall be the exclusive remedy for any such non-compliance.

19. SOV Cybersecurity Standard 19-01

All products and service provided to or for the use of the State under this Contract shall be in compliance with State of Vermont Cybersecurity Standard 19-01, which Contractor acknowledges has been provided to it, and is available on-line at the following URL:

<https://digitalservices.vermont.gov/cybersecurity/cybersecurity-standards-and-directives>

**ATTACHMENT E
BUSINESS ASSOCIATE AGREEMENT**

SOV CONTRACTOR BUSINESS ASSOCIATE: COTIVITI INC.

SOV CONTRACT No. 41062

CONTRACT EFFECTIVE DATE: December 13, 2020

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 PARTY IDENTIFIED IN THIS AGREEMENT AS CONTRACTOR OR GRANTEE ABOVE (“BUSINESS ASSOCIATE”). THIS AGREEMENT SUPPLEMENTS AND IS MADE A PART OF THE CONTRACT OR GRANT (“CONTRACT OR GRANT”) TO WHICH IT IS ATTACHED.

Covered Entity and Business Associate enter into this Agreement to comply with the standards promulgated under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), including the Standards for the Privacy of Individually Identifiable Health Information, at 45 CFR Parts 160 and 164 (“Privacy Rule”), and the Security Standards, at 45 CFR Parts 160 and 164 (“Security Rule”), as amended by Subtitle D of the Health Information Technology for Economic and Clinical Health Act (HITECH), and any associated federal rules and regulations.

The parties agree as follows:

1. Definitions. All capitalized terms used but not otherwise defined in this Agreement have the meanings set forth in 45 CFR Parts 160 and 164 as amended by HITECH and associated federal rules and regulations. Terms defined in this Agreement are italicized. Unless otherwise specified, when used in this Agreement, defined terms used in the singular shall be understood if appropriate in their context to include the plural when applicable.

“*Agent*” means an *Individual* acting within the scope of the agency of the *Business Associate*, in accordance with the Federal common law of agency, as referenced in 45 CFR § 160.402(c) and includes Workforce members and *Subcontractors*.

“*Breach*” means the acquisition, Access, Use or Disclosure of *Protected Health Information (PHI)* which compromises the Security or privacy of the *PHI*, except as excluded in the definition of *Breach* in 45 CFR § 164.402.

“*Business Associate*” shall have the meaning given for “Business Associate” in 45 CFR § 160.103 and means Contractor or Grantee and includes its Workforce, *Agents* and *Subcontractors*.

“*Electronic PHI*” shall mean *PHI* created, received, maintained or transmitted electronically in accordance with 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*” (“*PHI*”) shall have the meaning given in 45 CFR § 160.103, limited to the *PHI* created or received by *Business Associate* from or on behalf of Covered Entity.

“*Required by Law*” means a mandate contained in law that compels an entity to make a use or disclosure of *PHI* and that is enforceable in a court of law and shall have the meaning given in 45 CFR § 164.103.

“*Report*” means submissions required by this Agreement as provided in section 2.3.

“*Security Incident*” means the attempted or successful unauthorized Access, Use, Disclosure, modification, or destruction of Information or interference with system operations in an Information System relating to *PHI* in accordance with 45 CFR § 164.304.

“*Services*” includes all work performed by the *Business Associate* 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.

“*Subcontractor*” means a Person to whom *Business Associate* delegates a function, activity, or service, other than in the capacity of a member of the workforce of such *Business Associate*.

“*Successful Security Incident*” shall mean a *Security Incident* that results in the unauthorized Access, Use, Disclosure, modification, or destruction of information or interference with system operations in an Information System.

“*Unsuccessful Security Incident*” shall mean a *Security Incident* such as routine occurrences that do not result in unauthorized Access, Use, Disclosure, modification, or destruction of information or interference with system operations in an Information System, such as: (i) unsuccessful attempts to penetrate computer networks or services maintained by *Business Associate*; and (ii) immaterial incidents such as pings and other broadcast attacks on *Business Associate's* firewall, port scans, unsuccessful log-on attempts, denials of service and any combination of the above with respect to *Business Associate's* Information System.

“*Targeted Unsuccessful Security Incident*” means an *Unsuccessful Security Incident* that appears to be an attempt to obtain unauthorized Access, Use, Disclosure, modification or destruction of the Covered Entity's *Electronic PHI*.

2. Contact Information for Privacy and Security Officers and Reports.

2.1 *Business Associate* shall provide, within ten (10) days of the execution of this Agreement, written notice to the Contract or Grant manager the names and contact information of both the HIPAA Privacy Officer and HIPAA Security Officer of the *Business Associate*. This information must be updated by *Business Associate* any time these contacts change.

2.2 Covered Entity's HIPAA Privacy Officer and HIPAA Security Officer contact information is posted at: <https://humanservices.vermont.gov/rules-policies/health-insurance-portability-and-accountability-act-hipaa>

2.3 *Business Associate* shall submit all *Reports* required by this Agreement to the following email address: AHS.PrivacyAndSecurity@vermont.gov

3. Permitted and Required Uses/Disclosures of PHI.

3.1 Subject to the terms in this Agreement, *Business Associate* may Use or Disclose *PHI* to perform *Services*, as specified in the Contract or Grant. Such Uses and Disclosures are limited to the minimum necessary to provide the *Services*. *Business Associate* shall not Use or Disclose *PHI* in any manner that would constitute a violation of the Privacy Rule if Used or Disclosed by Covered Entity in that manner. *Business Associate* may not Use or Disclose *PHI* other than as permitted or required by this Agreement or as *Required by Law* and only in compliance with applicable laws and regulations.

3.2 *Business Associate* may make *PHI* available to its Workforce, *Agent* and *Subcontractor* who need Access to perform *Services* as permitted by this Agreement, provided that *Business Associate* makes them

aware of the Use and Disclosure restrictions in this Agreement and binds them to comply with such restrictions.

3.3 *Business Associate* shall be directly liable under HIPAA for impermissible Uses and Disclosures of *PHI*.

4. **Business Activities.** *Business Associate* may Use *PHI* if necessary for *Business Associate's* proper management and administration or to carry out its legal responsibilities. *Business Associate* may Disclose *PHI* for *Business Associate's* proper management and administration or to carry out its legal responsibilities if a Disclosure is *Required by Law* or if *Business Associate* obtains reasonable written assurances via a written agreement from the Person to whom the information is to be Disclosed that such *PHI* shall remain confidential and be Used or further Disclosed only as *Required by Law* or for the purpose for which it was Disclosed to the Person, and the Agreement requires the Person to notify *Business Associate*, within five (5) business days, in writing of any *Breach* of Unsecured *PHI* of which it is aware. Such Uses and Disclosures of *PHI* must be of the minimum amount necessary to accomplish such purposes.

5. **Electronic PHI Security Rule Obligations.**

5.1 With respect to *Electronic PHI*, *Business Associate* shall:

a) Implement and use Administrative, Physical, and Technical Safeguards in compliance with 45 CFR sections 164.308, 164.310, and 164.312;

b) Identify in writing upon request from Covered Entity all the safeguards that it uses to protect such *Electronic PHI*;

c) Prior to any Use or Disclosure of *Electronic PHI* by an *Agent* or *Subcontractor*, ensure that any *Agent* or *Subcontractor* to whom it provides *Electronic PHI* agrees in writing to implement and use Administrative, Physical, and Technical Safeguards that reasonably and appropriately protect the Confidentiality, Integrity and Availability of *Electronic PHI*. 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*, and be provided to Covered Entity upon request;

d) Report in writing to Covered Entity any *Successful Security Incident* or *Targeted Unsuccessful Security Incident* as soon as it becomes aware of such incident and in no event later than five (5) business days after such awareness. Such *Report* shall be timely made notwithstanding the fact that little information may be known at the time of the *Report* and need only include such information then available;

e) Following such *Report*, provide Covered Entity with the information necessary for Covered Entity to investigate any such incident; and

f) Continue to provide to Covered Entity information concerning the incident as it becomes available to it.

5.2 **Reporting Unsuccessful Security Incidents.** *Business Associate* shall provide Covered Entity upon written request a *Report* that: (a) identifies the categories of Unsuccessful Security Incidents; (b) indicates whether *Business Associate* believes its current defensive security measures are adequate to address all *Unsuccessful Security Incidents*, given the scope and nature of such attempts; and (c) if the security measures are not adequate, the measures *Business Associate* will implement to address the security inadequacies.

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

6. Reporting and Documenting Breaches.

6.1 *Business Associate* shall *Report* to Covered Entity any *Breach* of Unsecured *PHI* as soon as it, or any Person to whom *PHI* is disclosed under this Agreement, becomes aware of any such *Breach*, and in no event later than five (5) business days after such awareness, except when a law enforcement official determines that a notification would impede a criminal investigation or cause damage to national security. Such *Report* shall be timely made notwithstanding the fact that little information may be known at the time of the *Report* and need only include such information then available.

6.2 Following the *Report* described in 6.1, *Business Associate* shall conduct a risk assessment and provide it to Covered Entity with a summary of the event. *Business Associate* shall provide Covered Entity with the names of any *Individual* whose Unsecured *PHI* has been, or is reasonably believed to have been, the subject of the *Breach* and any other available information that is required to be given to the affected *Individual*, as set forth in 45 CFR § 164.404(c). Upon request by Covered Entity, *Business Associate* shall provide information necessary for Covered Entity to investigate the impermissible Use or Disclosure. *Business Associate* shall continue to provide to Covered Entity information concerning the *Breach* as it becomes available.

6.3 When *Business Associate* determines that an impermissible acquisition, Access, Use or Disclosure of *PHI* for which it is responsible is not a *Breach*, and therefore does not necessitate notice to the impacted *Individual*, it shall document its assessment of risk, conducted as set forth in 45 CFR § 402(2). *Business Associate* shall make its risk assessment available to Covered Entity upon request. It shall include 1) the name of the person 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.

7. Mitigation and Corrective Action. *Business Associate* shall mitigate, to the extent practicable, any harmful effect that is known to it of an impermissible Use or Disclosure of *PHI*, even if the impermissible Use or Disclosure does not constitute a *Breach*. *Business Associate* shall draft and carry out a plan of corrective action to address any incident of impermissible Use or Disclosure of *PHI*. *Business Associate* shall make its mitigation and corrective action plans available to Covered Entity upon request.

8. Providing Notice of Breaches.

8.1 If Covered Entity determines that a *Breach* of *PHI* for which *Business Associate* was responsible, and if requested by Covered Entity, *Business Associate* shall provide notice to the *Individual* whose *PHI* has been the subject of the *Breach*. When so requested, *Business Associate* shall consult with Covered Entity about the timeliness, content and method of notice, and shall receive Covered Entity's approval concerning these elements. *Business Associate* shall be responsible for the cost of notice and related remedies.

8.2 The notice to affected *Individuals* shall be provided as soon as reasonably possible and in no case later than sixty (60) calendar days after *Business Associate* reported the *Breach* to Covered Entity.

8.3 The notice to affected *Individuals* shall be written in plain language and shall include, to the extent possible: 1) a brief description of what happened; 2) a description of the types of Unsecured *PHI* that were involved in the *Breach*; 3) any steps *Individuals* can take to protect themselves from potential harm resulting from the *Breach*; 4) a brief description of what the *Business Associate* is doing to investigate the *Breach* to

mitigate harm to *Individuals* and to protect against further *Breaches*; and 5) contact procedures for *Individuals* to ask questions or obtain additional information, as set forth in 45 CFR § 164.404(c).

8.4 *Business Associate* shall notify *Individuals* of *Breaches* as specified in 45 CFR § 164.404(d) (methods of *Individual* notice). In addition, when a *Breach* involves more than 500 residents of Vermont, *Business Associate* shall, if requested by Covered Entity, notify prominent media outlets serving Vermont, following the requirements set forth in 45 CFR § 164.406.

9. Agreements with Subcontractors. *Business Associate* shall enter into a Business Associate Agreement with any *Subcontractor* to whom it provides *PHI* to require compliance with HIPAA and to ensure *Business Associate* and *Subcontractor* comply with the terms and conditions of this Agreement. *Business Associate* must enter into such written 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*. *Business Associate* shall provide a copy of the written agreement it enters into with a *Subcontractor* to Covered Entity upon request. *Business Associate* may not make any Disclosure of *PHI* to any *Subcontractor* without prior written consent of Covered Entity.

10. Access to PHI. *Business Associate* shall provide access to *PHI* in a Designated Record Set to Covered Entity or as directed by Covered Entity to an *Individual* to meet the requirements under 45 CFR § 164.524. *Business Associate* shall provide such access in the time and manner reasonably designated by Covered Entity. Within five (5) business days, *Business Associate* shall forward to Covered Entity for handling any request for Access to *PHI* that *Business Associate* directly receives from an *Individual*.

11. Amendment of PHI. *Business Associate* shall make any amendments to *PHI* in a Designated Record Set that Covered Entity directs or agrees to pursuant to 45 CFR § 164.526, whether at the request of Covered Entity or an *Individual*. *Business Associate* shall make such amendments in the time and manner reasonably designated by Covered Entity. Within five (5) business days, *Business Associate* shall forward to Covered Entity for handling any request for amendment to *PHI* that *Business Associate* directly receives from an *Individual*.

12. Accounting of Disclosures. *Business Associate* shall document Disclosures of *PHI* and all information related to such Disclosures as would be required for Covered Entity to respond to a request by an *Individual* for an accounting of disclosures of *PHI* in accordance with 45 CFR § 164.528. *Business Associate* shall provide such information to Covered Entity or as directed by Covered Entity to an *Individual*, to permit Covered Entity to respond to an accounting request. *Business Associate* shall provide such information in the time and manner reasonably designated by Covered Entity. Within five (5) business days, *Business Associate* shall forward to Covered Entity for handling any accounting request that *Business Associate* directly receives from an *Individual*.

13. Books and Records. Subject to the attorney-client and other applicable legal privileges, *Business Associate* shall make its internal practices, books, and records (including policies and procedures and *PHI*) relating to the Use and Disclosure of *PHI* available to the Secretary of Health and Human Services (HHS) in the time and manner designated by the Secretary. *Business Associate* shall make the same information available to Covered Entity, upon Covered Entity's request, in the time and manner reasonably designated by Covered Entity so that Covered Entity may determine whether *Business Associate* is in compliance with this Agreement.

14. Termination.

14.1 This Agreement commences on the Effective Date and shall remain in effect until terminated by Covered Entity or until all the *PHI* is destroyed or returned to Covered Entity subject to Section 18.8.

14.2 If *Business Associate* fails to comply with any material term of this Agreement, Covered Entity may provide an opportunity for *Business Associate* to cure. If *Business Associate* does not cure within the

time specified by Covered Entity or if Covered Entity believes that cure is not reasonably possible, Covered Entity may immediately terminate the Contract or Grant without incurring liability or penalty for such termination. If neither termination nor cure are feasible, Covered Entity shall report the breach to the Secretary of HHS. Covered Entity has the right to seek to cure such failure by *Business Associate*. Regardless of whether Covered Entity cures, it retains any right or remedy available at law, in equity, or under the Contract or Grant and *Business Associate* retains its responsibility for such failure.

15. Return/Destruction of PHI.

15.1 *Business Associate* in connection with the expiration or termination of the Contract or Grant shall return or destroy, at the discretion of the Covered Entity, *PHI* that *Business Associate* still maintains in any form or medium (including electronic) within thirty (30) days after such expiration or termination. *Business Associate* shall not retain any copies of *PHI*. *Business Associate* shall certify in writing and report to Covered Entity (1) when all *PHI* has been returned or destroyed and (2) that *Business Associate* does not continue to maintain any *PHI*. *Business Associate* is to provide this certification during this thirty (30) day period.

15.2 *Business Associate* shall report to Covered Entity any conditions that *Business Associate* believes make the return or destruction of *PHI* infeasible. *Business Associate* shall extend the protections of this Agreement to such *PHI* and limit further Uses and Disclosures to those purposes that make the return or destruction infeasible for so long as *Business Associate* maintains such *PHI*.

16. Penalties. *Business Associate* understands that: (a) there may be civil or criminal penalties for misuse or misappropriation of *PHI* and (b) violations of this Agreement may result in notification by Covered Entity to law enforcement officials and regulatory, accreditation, and licensure organizations.

17. Training. *Business Associate* understands its obligation to comply with the law and shall provide appropriate training and education to ensure compliance with this Agreement. If requested by Covered Entity, *Business Associate* shall participate in Covered Entity's training regarding the Use, Confidentiality, and Security of *PHI*; however, participation in such training shall not supplant nor relieve *Business Associate* of its obligations under this Agreement to independently assure compliance with the law and this Agreement.

18. Miscellaneous.

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

18.2 Each party shall cooperate with the other party to amend this Agreement from time to time as is necessary for such party to comply with the Privacy Rule, the Security Rule, or any other standards promulgated under HIPAA. This Agreement may not be amended, except by a writing signed by all parties hereto.

18.3 Any ambiguity in this Agreement shall be resolved to permit the parties 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, Security Rule, and HITECH) in construing the meaning and effect of this Agreement.

18.5 *Business Associate* shall not have or claim any ownership of *PHI*.

18.6 *Business Associate* shall abide by the terms and conditions of this Agreement with respect to all *PHI* even if some of that information relates to specific services for which *Business Associate* may not be a “*Business Associate*” of Covered Entity under the Privacy Rule.

18.7 *Business Associate* is prohibited from directly or indirectly receiving any remuneration in exchange for an *Individual’s PHI*. *Business Associate* will refrain from marketing activities that would violate HIPAA, including specifically Section 13406 of the HITECH Act. *Reports* or data containing *PHI* may not be sold without Covered Entity’s or the affected *Individual’s* written consent.

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 determines that it would be infeasible for *Business Associate* to return or destroy *PHI* as provided in Section 14.2 and (b) the obligation of *Business Associate* to provide an accounting of disclosures as set forth in Section 12 survives the expiration or termination of this Agreement with respect to accounting requests, if any, made after such expiration or termination.

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

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

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

Subcontracting for Medicaid Services: Notwithstanding any permitted subcontracting of services to be performed under this Agreement, Party shall remain responsible for ensuring that this Agreement is fully performed according to its terms, that subcontractor remains in compliance with the terms hereof, and that subcontractor complies with all state and federal laws and regulations relating to the Medicaid program in Vermont. Subcontracts, and any service provider agreements entered into by Party in connection with the performance of this Agreement, must clearly specify in writing the responsibilities of the subcontractor or other service provider and Party must retain the authority to revoke its subcontract or service provider agreement or to impose other sanctions if the performance of the subcontractor or service provider is inadequate or if its performance deviates from any requirement of this Agreement. Party shall make available on request all contracts, subcontracts and service provider agreements between the Party, subcontractors and other service providers to the Agency of Human Services and any of its departments as well as to the Center for Medicare and Medicaid Services.

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

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

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

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

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

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

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

5. **Non-Discrimination:**

Party shall not discriminate, and will prohibit its employees, agents, subcontractors, sub-grantees and other service providers from discrimination, on the basis of age under the Age Discrimination Act of 1975, on the basis of handicap under section 504 of the Rehabilitation Act of 1973, on the basis of sex under Title IX of the Education Amendments of 1972, and on the basis of race, color or national origin under Title VI of the Civil Rights Act of 1964. Party shall not refuse, withhold from or deny to any person the benefit of services, facilities, goods, privileges, advantages, or benefits of public accommodation on the basis of disability, race, creed, color, national origin, marital status, sex, sexual orientation or gender identity as provided by Title 9 V.S.A. Chapter 139.

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

Party further shall comply with the non-discrimination requirements of Title VI of the Civil Rights Act of 1964, 42 USC Section 2000d, et seq., and with the federal guidelines promulgated pursuant to Executive Order 13166 of 2000, requiring that contractors and subcontractors receiving federal funds assure that persons with limited English proficiency can meaningfully access services. To the extent Party provides assistance to individuals

with limited English proficiency through the use of oral or written translation or interpretive services, such individuals cannot be required to pay for such services.

6. **Employees and Independent Contractors:**

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

7. **Data Protection and Privacy:**

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

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

Protection of Personal Information: Party agrees to comply with all applicable state and federal statutes to assure protection and security of personal information, or of any personally identifiable information (PII), including the Security Breach Notice Act, 9 V.S.A. § 2435, the Social Security Number Protection Act, 9 V.S.A. § 2440, the Document Safe Destruction Act, 9 V.S.A. § 2445 and 45 CFR 155.260. As used here, PII shall include any information, in any medium, including electronic, which can be used to distinguish or trace an individual’s identity, such as his/her name, social security number, biometric records, etc., either alone or when combined with any other personal or identifiable information that is linked or linkable to a specific person, such as date and place or birth, mother’s maiden name, etc.

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

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

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

Abuse Registry. Party agrees not to employ any individual, to use any volunteer or other service provider, or to otherwise provide reimbursement to any individual who in the performance of services connected with this agreement provides care, custody, treatment, transportation, or supervision to children or to vulnerable adults

if there has been a substantiation of abuse or neglect or exploitation involving that individual. Party is responsible for confirming as to each individual having such contact with children or vulnerable adults the non-existence of a substantiated allegation of abuse, neglect or exploitation by verifying that fact through (a) as to vulnerable adults, the Adult Abuse Registry maintained by the Department of Disabilities, Aging and Independent Living and (b) as to children, the Central Child Protection Registry (unless the Party holds a valid child care license or registration from the Division of Child Development, Department for Children and Families). See 33 V.S.A. §4919(a)(3) and 33 V.S.A. §6911(c)(3).

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

9. **Information Technology Systems:**

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

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

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

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

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

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

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

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

Party, in the event of a data breach, shall comply with the terms of Section 7 above.

10. **Other Provisions:**

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

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

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

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

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

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

AHS ATT. F 5/16/2018

ATTACHMENT I

**MODIFICATION OF CUSTOMARY
PROVISIONS OF ATTACHMENT F**

1. Requirements of Sections in Attachment F are hereby modified:

Notwithstanding Section 7 Data Protection and Privacy of Attachment F, the following section is hereby deleted and replaced:

Protected Health Information (“PHI”). Party shall maintain the privacy and security of all PHI in accordance with the obligations contained in Attachment E (Business Associate Agreement).

Notwithstanding Section 7 Data Breaches of Attachment F, the following section is hereby deleted and replaced:

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

Notwithstanding Section 9 Information Technology Systems, Security and Data Transfers of Attachment F, the following section is hereby deleted in its entirety and replaced as set forth below:

Security and Data Transfers: Party shall maintain and comply with internal Security and Privacy policies in compliance with the HITRUST Security Certification Framework (HITRUST CSF).

Party will ensure the physical and data security associated with computer equipment, including desktops, notebooks, and other portable devices, used in connection with this Agreement. Party will also assure that any media or mechanism used to store or transfer data to or from the State includes industry standard security mechanisms such as continually up-to-date malware protection and encryption. Party will make every reasonable effort to ensure media or data files transferred to the State are virus and spyware free. At the conclusion of this agreement and after successful delivery of the data to the State, Party shall securely delete data (including archival backups, except tape backups which will be deleted within 6 months of termination) from Party’s equipment that contains individually identifiable records, in accordance with standards adopted by the Agency of Human Services.

Appendix 1. Measure Lists

2020 HEDIS Hybrid Measures from all DVHA Measure Sets					
Set Acronyms					
ACS	CMS Adult Core Set				
CCS	CMS Child Core Set				
PM	Measure	Population	Set	Sample	Retrieval
CABA*	Adult Body Mass Index	Medicaid	ACS	X	X
CBP	Controlling High Blood Pressure	ACO	ACS/NCQA	X	N/A
CBP	Controlling High Blood Pressure	Medicaid	ACS/NCQA	X	X
CDC-POOR	Diabetes Mellitus: Hemoglobin A1c Poor Control (>9%)	ACO	ACS/NCQA	X	N/A
CDC-POOR	Diabetes Mellitus: Hemoglobin A1c Poor Control (>9%)	Medicaid	ACS/NCQA	X	X
HPCMI	Diabetes Care for People with Serious Mental Illness: Hemoglobin A1c (HbA1c) Poor Control (>9.0%)	Medicaid	ACS	X	X
PPC	Prenatal & Postpartum Care: Postpartum Care	Medicaid	ACS/NCQA	X	X
WCC	Weight Assessment & Counseling for Nutrition & Physical Activity for Children/Adolescents	Medicaid	CCS/NCQA	X	X

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Non-HEDIS Administrative Measures from all DVHA Measure Sets	
Set Acronyms	
ACO	Accountable Care Organization
ACS	CMS Adult Core Set
BHCS	CMS Behavioral Health Core Set
CCS	CMS Child Core Set
HH	Health Home measures for the subset of Medicaid members receiving Medication Assisted Treatment at a Hub or a Spoke.
Steward Acronyms	
AHRQ	Agency for Healthcare Research & Quality
CDC	Centers for Disease Control
CMS	Centers for Medicare & Medicaid Services
DQA (ADA)	Dental Quality Alliance (American Dental Society)

HRSA	Health Resources and Services Administration			
OHSU	Oregon Health and Science University			
OPA	U.S. Office of Population Affairs			
PCPI	American Medical Association (AMA) convened Physician Consortium for Performance Improvement (PCPI)			
PQA	Pharmacy Quality Alliance			
PM	Measure	Set	Steward	Type
CAUD	Audiological Evaluation No Later than Three Months of Age	CCS	CDC	E.H.R
ACCP	Contraceptive Care - Postpartum Women ages 21-44	ACS	OPA	Administrative
PCCP	Contraceptive Care - Postpartum Women ages 15-20	CCS	OPA	Administrative
ACCA	Contraceptive Care - All Women ages 21-44	ACS	OPA	Administrative
PCCP	Contraceptive Care - All Women ages 15-20	CCS	OPA	Administrative
CUOB	Concurrent Use of Opioids and Benzodiazepines	ACS & BHCS	PQA	Administrative
CDEV	Developmental Screening in the 1st 3 years	ACO & CCS	OHSU	Administrative
VLS	HIV Viral Load Suppression	ACS	HRSA	Administrative or E.H.R
VTOB	Tobacco Use Screening (Component of NQF #0028)	HH	PCPI	Administrative
UODP	Use of Opioids at High Dosage in Persons w/out Cancer	ACS	PQA	Administrative
UODP	Use of Opioids at High Dosage in Persons Without Cancer	ACS & BHCS	PQA	Administrative
UODP	Use of Pharmacotherapy for Opioid Use Disorder	ACS & BHCS & HH	CMS	Administrative
PDENT	Percentage of Eligible Who Received Preventive Dental Services	CCS	CMS	Administrative
DCA	Diabetes Short Term Complications Admission Rate	ACS	AHRQ	Administrative
COPD	COPD or Asthma in Older Adults Admission Rate	ACS	AHRQ	Administrative
CHFA	Heart Failure Admission Rate	ACS	AHRQ	Administrative
AAR	Asthma in Younger Adults Admission Rate	ACS	AHRQ	Administrative
PQI92	Chronic Conditions Composite	HH	AHRQ	Administrative
SEAL	Dental Sealants for 6-9 year-old at elevated caries risk	CCS	DQA (ADA)	Administrative

Non-HEDIS Hybrid Measures from all DVHA Measure Sets

Set Acronyms						
CCS	CMS Child Core Set					
Steward Acronyms						
TJC	The Joint Commission					
PM	Measure	Steward	Population	Set	Sample	Retrieval
PC02	Cesarean Section	TJC	Medicaid	CCS	X	X

Global Commitment Waiver Evaluation Performance Measures					
Steward & Other Acronyms					
HEDIS	Healthcare Effectiveness Data & Information Set				
NCQA	National Committee for Quality Assurance				
NQF	National Quality Forum				
PCPI	American Medical Association (AMA) convened Physician Consortium for Performance Improvement (PCPI)				
PM Abbrev	Measure	Population	Lead Data Production	Steward	Type
AAP	Percent of adult enrollees who had an ambulatory or preventive care visit (HEDIS® AAP-Total)	Total Medicaid	DVHA	NCQA	Administrative
W15* Retired by NCQA would be a custom measure if actually needed	Percent of enrollees with well-child visits first 15 months of life - 6 or more visits (HEDIS® W15)	Total Medicaid	DVHA	NCQA	Administrative
W34* Retired by NCQA would be a custom measure if actually needed	Percent of enrollees with well-child visits 3rd, 4th, 5th, & 6th year of life (HEDIS® W34)	Total Medicaid	DVHA	NCQA	Administrative
AWC* Retired by NCQA would be a custom	Percent of adolescents ages 12 to 21 who receive one or more well-care visits with a PCP during the measurement year (HEDIS® AWC-Total)	Total Medicaid	DVHA	NCQA	Administrative

measure if actually needed					
AWC* Retired by NCQA would be a custom measure if actually needed	Percent of adolescents ages 12 to 21 who receive one or more well-care visits with a PCP during the measurement year (HEDIS® AWC-Total)	ACO Members	DVHA	NCQA	Administrative
ADV	Percent of children age 2-20 years with at least one dental visit (HEDIS® ADV-Total)	Total Medicaid	DVHA	NCQA	Administrative
AMB	Rate of ED visits per 1,000-member months (HEDIS® AMB-ED All Ages)	Total Medicaid	DVHA	NCQA	Administrative
AMB	Rate of ED visits per 1,000-member months	Total Medicaid, including dual eligible members	DVHA	NCQA	Administrative
AMB	Rate of ED visits per 1,000-member months	DDS Program Enrollees	DVHA	NCQA	Administrative
AMB	Rate of ED visits per 1,000-member months	CFC Program Enrollees	DVHA	NCQA	Administrative
AMB	Rate of ED visits per 1,000-member months	TBI Program Enrollees	DVHA	NCQA	Administrative
AMB	Rate of ED visits per 1,000-member months	CRT Program Enrollees	DVHA	NCQA	Administrative
AMB	Rate of ED visits per 1,000-member months	SED Program Enrollees	DVHA	NCQA	Administrative
VMCC**	Percent of all cause unplanned admissions for patients with multiple chronic conditions (NQF #2888)	ACO Members	DVHA	NQF	
MMA* Retired by NCQA would be a custom measure	Percent of enrollees receiving appropriate asthma medication management 50% Compliance (HEDIS® MMA-Total)	Total Medicaid	DVHA	NCQA	Administrative
MMA* Retired by NCQA would be a custom measure	Percent of enrollees receiving appropriate asthma medication management 75% Compliance (HEDIS® MMA-Total)	Total Medicaid	DVHA	NCQA	Administrative
BCS	Percent of female enrollees age 50 to 74 who receive breast cancer screening at appropriate intervals (HEDIS® BCS)	Total Medicaid	DVHA	NCQA	Administrative

CHL	Percent of female enrollees screened for Chlamydia (HEDIS® CHL)	Total Medicaid	DVHA	NCQA	Administrative
FUH	Percent of enrollees discharged who had follow-up at 7 days (HEDIS® FUH)	Total Medicaid	DVHA	NCQA	Administrative
FUH	Percent of enrollees discharged who had follow-up at 30 days (HEDIS® FUH)	Total Medicaid	DVHA	NCQA	Administrative
FUH	Percent of enrollees discharged who had follow-up at 7 days (HEDIS® FUH)	ACO Members	DVHA	NCQA	Administrative
FUH	Percent of enrollees discharged who had follow-up at 30 days (HEDIS® FUH)	ACO Members	DVHA	NCQA	Administrative
IET	Percent of enrollees using substances who initiate in treatment (HEDIS® IET-Total)	Total Medicaid	DVHA	NCQA	Administrative
IET	Percent of enrollees using substances who initiate in treatment (HEDIS® IET-Total)	ACO Members	DVHA	NCQA	Administrative
IET	Percent of enrollees using substances who engage in treatment (HEDIS® IET-TOTAL)	Total Medicaid	DVHA	NCQA	Administrative
IET	Percent of enrollees using substances who engage in treatment (HEDIS® IET-TOTAL)	ACO Members	DVHA	NCQA	Administrative
FUM	Percent of enrollees who received 7-day follow-up after discharge from ED for mental health (HEDIS® FUM)	ACO Members	DVHA	NCQA	Administrative
FUM	Percent of enrollees who received 30-day follow-up after discharge from ED for mental health (HEDIS® FUM)	ACO Members	DVHA	NCQA	Administrative
FUA	Percent of enrollees who received 7 day follow-up after discharge from ED for alcohol or other drug dependence (HEDIS® FUA)	ACO Members	DVHA	NCQA	Administrative
FUA	Percent of enrollees who received 30-day follow-up after discharge from ED for alcohol or other drug dependence (HEDIS® FUA)	ACO Members	DVHA	NCQA	Administrative
DSF	Percent of enrollees screened for clinical depression and who have a follow-up plan (HEDIS® DSF)	ACO Members	DVHA	NCQA	Administrative
DEV	Percent of enrollees who received developmental screening in the first 3 years of life (NQF #1448)	ACO Members	DVHA	PCPI	Administrative
CDC-Poor	Diabetes Mellitus: Percent of patients 18-75 years of age with diabetes whose most recent Hemoglobin A1c was poor	ACO Members	DVHA	NCQA	Hybrid

	control (>9%), missing or not done (NQF #0059)				
CBP	Hypertension: Percent of adults 18-85 years of age with HTN whose BP was adequately controlled (HEDIS® CBP)	ACO Members	DVHA	NCQA	Hybrid

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**This measure has been retired. Measure will become a custom measure and be scoped and priced and the cost will fall under the “Change Requests (Ad Hoc)” row in the Pricing Table.