

STATE OF VERMONT
CHANGE ORDER

CONTRACTOR: Onpoint Health Data

CONTRACT #: 20229

CHANGE ORDER #: 4

SUBJECT: Amend current contract to revise the scope of services, extend term and add funding to support the Contractor's work under the extended term.

It is agreed between the State of Vermont, Green Mountain Care Board (hereinafter called "State") and Onpoint Health Data (hereafter called "Contractor"), with its principal place of business at 254 Commercial St, Ste. 257, Portland, ME 04101, that contract # 20229, as previously amended, is hereby amended as follows:

1. By striking out on page 1, item #3, the following:

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 **\$5,412,710**. The State does not guarantee the assignment of any minimum number of hours or other work under this contract.

And substituting in lieu thereof:

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 \$9,082,026. The State does not guarantee the assignment of any minimum number of hours or other work under this contract.

2. By striking out on page 1, item #4, the following:

Contract Term. The period of Contractor's performance shall begin on September 1, 2011 and end on April 30, 2017. This contract may be extended for one additional, 12 month term as agreed by both parties and reduced to writing, numbered and signed by the duly authorized representative of the State and Contractor.

And substituting in lieu thereof:

Contract Term. The period of Contractor's performance shall begin on September 1, 2011 and end on April 30, 2020.

3. Attachment A: By striking out Attachment A in its entirety and substituting in lieu thereof, Attachment A (Scope of Work), which is included as part of this amendment starting on page 3.

- 4. Attachment B: By updating Attachment B (Payment Provisions), which is included as part of this amendment starting on page 19.**

- 5. Attachment C: Attachment C (Customary State Contract Provisions) revised 3/1/2015, and substituting in lieu thereof, Attachment C (Customary Provisions for Contracts and Grants) revised 7/1/2016, which is included as part of this amendment on page 19.**

- 6. Appendix I: By adding Analytic Work Plan which is included as part of this amendment starting on page 28.**

Taxes Due to the State. Contractor certifies under the pains and penalties of perjury that, as of the date this contract amendment is signed, the Contractor is in good standing with respect to, or in full compliance with a plan to pay, any and all taxes due the State of Vermont.

Child Support (Applicable to natural persons only; not applicable to corporations, partnerships or LLCs). Contractor is under no obligation to pay child support or is in good standing with respect to or in full compliance with a plan to pay any and all child support payable under a support order as of the date of this amendment.

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

Contractor further certifies under pains and penalties of perjury that, as of the date this contract amendment is signed, Contractor is not presently debarred, suspended, nor named on the State's debarment list at: <http://bgs.vermont.gov/purchasing/debarment>.

This amendment consists of 31 pages. Except as modified by the above amendment, all provisions of the original contract, as previously amended, shall remain unchanged and in full force and effect.

By the STATE OF VERMONT

By the CONTRACTOR

Date: _____

Date: _____

Signature: _____

Signature: _____

Susan Barrett, Executive Director

James H. Harrison, President/CEO

Green Mountain Care Board

Onpoint Health Data

Attachment A: Specifications of Work to be Performed

For the purposes of this Attachment, the following definitions shall apply:

Data Consolidation - The collection and integration of data from multiple sources into a unified warehouse.

Data Submitter - Any entity that either voluntarily or mandatorily provides eligibility, claims, or other healthcare related data for the purposes of contributing to VHCURES. Entities may include commercial insurers, Medicaid, and Medicare. This definition is inclusive of the term “reporter”, which may have been used in statute, regulation, or other VHCURES documentation.

Direct Identifiers - Information that relates specifically to an individual including (but not limited to) name, address, social security number, telephone number, e-mail address, or biometric record.

Data Hashing – The software-enabled, irreversible process of de-identifying characters within strings of information so that personal information is no longer recognizable or traceable to its original form.

Encryption - The process of encoding data files in such a way that only authorized parties with decryption keys can read them, thereby decreasing the security risks associated with data transmission.

Key Personnel - For purposes of this contract, this means Contractor personnel deemed by the State as being both instrumental and essential to the Contractor’s satisfactory performance of all contract requirements.

Limited Dataset - A subset of the VHCURES data warehouse, and does not include direct identifiers and many indirect identifiers with the following possible exceptions: dates of birth, dates of death, dates of service, town or city, 5-digit zip code.

Limited Use – Refers to the conditions under which VHCURES datasets may be issued to certain parties, including requirements that the intended use of the data addresses principles and policies of the State, and finite timeframes for data possession.

PBM – Pharmacy benefit manager.

Technical Documentation - The technical documentation required by the State that will assist authorized users in navigating and using VHCURES, including a description of the data sets, file layout, visual layout of tables and linkages across tables, data dictionary with field definitions and codes used, documentation of approaches and methods for derivation and calculation of value-added variables, extract transmittal notes, claims completion triangulation reports, and any other information published under this contract that provides guidance to data users.

TPA – Third-party administrators of medical claims.

1. General Contract Responsibilities

1.1 All data received or generated by Contractor under this contract is the property of the State. Per applicable State of Vermont and federal law, and any data use agreements in place with state and federal agencies pertaining to Medicaid and Medicare data, the State shall administer policies and procedures for the collection, management, release and final disposition of all such data.

1.2 Contractor shall provide to the State, a standardized comprehensive data extract generated from the

VHCURES data warehouse at no additional cost, exclusive of other extract versions. Copies of the standard state agency quarterly extract will also be generated at no additional cost for Vermont state agencies with VHCURES data use agreements and their contractors and researchers who are performing State-directed work. Contractor may bill approved users that are not Vermont State agencies or authorized State contractors for the staff time required to prepare, ship, or transmit extracts as approved by the State at a base price of \$5,200 per initial five-year extract, and \$3,450 for subsequent quarterly refreshes of consolidated eligibility, claims data, and supporting documentation.

In the event Contractor fails to meet one or more of the following service levels described below with respect to the standard state agency quarterly extract, the State may, in its discretion, apply a service credit against the payment due to Contractor in the month following the month in which the service deficiency or deficiencies occurred.

Subject	Description	Fees at Risk
Timeliness and Format of Extract Delivery	Contractor shall process all submissions to be extracted for the reporting period within 45 days of receiving validated data files and approval from the State to proceed. Successful completion of the quarterly State extract is defined as delivery of all files as documented in the data dictionary and extract transmittal report, having been fully processed and validated following established quality assurance procedures. Files must be asterisk-delimited, use Linux end-of-line specifications, and include headers. Failure to deliver all files on time and as described above will constitute a violation of this service level agreement.	One percent (1%) of the total amount paid to Contractor for Data Management services as identified in Attachment B. Payment Provisions in the previous quarter for every calendar day past the 45-day deadline.
Accuracy of Extract Data	Contractor shall deliver accurate data without errors as part of the State's quarterly extract. In the event a data error resulting from Contractor's transformation procedures is discovered in the State's data extract, the State shall, after consulting Contractor, determine whether the error prohibits conventional use of the extract. Should such a data error occur, Contractor shall have 30 days to remediate and redistribute the data. Contractor's failure to remediate the data error and redistribute the files within the 30-day period will constitute a violation of this service level agreement.	One percent (1%) of the total amount paid to Contractor for Data Management services as identified in Attachment B. Payment Provisions in the previous quarter for every calendar day past the 45-day deadline.

The service credits that the State may apply shall be capped at \$10,000 in any one quarter. The parties acknowledge and agree that the service credits described in this section are not punitive and are a credit to the State for services which were not provided, in whole or in part, by Contractor.

- 1.3 Before conclusion of this contract and in the event that the contract is terminated or the contract is awarded to another vendor, Contractor shall develop a transition plan for continued operations that will assist the State in maintaining timely collection of the data during contract transition. As specified by the State, upon conclusion of the contract, the Contractor shall transfer a minimum of five years of raw data files as submitted by payers, relevant archives of communications with submitters, reference materials that document the data submission history at summary and individual submitters, and any VHCURES data specified by the State as permitted by State and federal agreements.
- 1.4 Ten months prior to contract expiration, or upon request by the State, whichever comes sooner, the Contractor must provide to the State a Turnover Plan. The Turnover Plan must include a detailed strategy and budget which addresses all of the following:
- a) A timetable for turnover
 - b) A detailed outline and specifications of all data to be turned over. Data must include a minimum of five years of raw submission files, as well as any data derived from the process of cleansing and loading contents of those files into Contractor's data warehouse. Consolidated data will be provided via regular extracts to the State, as described in 1.2.
 - c) The turnover of data to the newly awarded VHCURES vendor
 - d) The provision of any updates to the current system's data before the newly awarded bidder begins operation
 - e) The identification of Contractor staff responsible for overseeing and executing this turnover plan
 - f) A timetable for preparation of data transfer to the newly awarded bidder
 - g) A plan for post-turnover support to resolve data conversion and production issues
 - h) Training of the newly awarded bidder, if necessary and requested by the State, to extract information contained in the Turnover Plan
 - i) A timetable for acceptance testing with the newly awarded bidder to begin properly analyzing transactions

Upon receipt of the Turnover Plan by the State, both parties agree to meet, discuss, and resolve any issues or concerns in order to meet the terms of this section. The parties agree to personally meet and negotiate in good faith regarding the provisions outlined within the Turnover Plan.

- 1.5 At the conclusion of the contract, Contractor shall, at the State's sole discretion, destroy all VHCURES data, including derived files generated from VHCURES in the possession or under the control of Contractor as acquired and processed under the contract.

2. Staffing

- 2.1 Contractor shall identify a Client Account Manager as contact person to oversee the services and serve as point of contact for the State. Contractor shall notify the State immediately if this position is reassigned.
- 2.2 In addition to the Client Account Manager, the Contractor shall assign Key Personnel positions listed in the table below. Contractor shall provide the State with sufficient information to review and approve any proposed reassignments of Key Personnel. The Contractor is required to obtain State

approval before replacing any Key Personnel. The determination of such approval shall not be unreasonably withheld. If requested by the State, the Contractor shall remove Key Personnel from the account, and within two weeks shall develop a plan for their replacement. The Contractor must provide the State with written notification of anticipated vacancies of Key Personnel within two business days of receiving the individual's resignation notice, the Contractor's notice to terminate an individual, or the position otherwise becoming vacant. The Contractor shall have in place a qualified replacement within ninety (90) calendar days of the last day of employment of the departing Key Personnel.

Name	Title	% FTE
Carolyne Conrad	Client Account Manager	.50
Janice Bourgault	Senior Director of Client Services	.20
Gloria McCann	Manager of Data Operations	.20
Jeff Stoddard	Chief Information Officer	.10

2.3 Key Personnel shall be readily accessible by telephone and email to consult with the State as requested in a timely manner.

3. Data Submitter Registration

3.1 Contractor shall provide web-based and secure access to an online system that supports State registration requirements and collection of information for TPAs, PBMs, and mandated data submitters.

3.2 Contractor will provide technical assistance to new data submitters as well as established data submitters as needed to support efficient, accurate, and timely registration.

3.3 Contractor shall maintain a contact information registry for use by the Contractor and the State with adequate detail including company names, company registration or registration codes, company contacts and titles, mailing and email addresses, and telephone numbers for all registered entities and data submitters. Contractor shall update the registry as new or replacement information on registrants becomes available.

3.4 Contractor shall collaborate with the State to develop an annual registration plan by September 1 to identify potential changes to the annual process and a timeline for implementing modifications as approved by the State.

3.4.1 Contractor shall directly notify current registrants and data submitters of each impending annual registration deadline of December 31, in adequate advance of such deadline. Contractor shall also provide direct notification following the deadline for any registrants and data submitters that have not renewed their registration.

4. Core Data Consolidation Services

4.1 Contractor shall provide registered submitters with secure access for online file submission; and

access to status reports, error reports, and other necessary information. Contractor shall make a reasonable effort to accommodate data transfer methods preferred by data submitters while maintaining optimal security standards. Contractor shall meet security standards for Medicare data containing direct identifiers as specified in the CMS Data Use Agreement Form CMS-R-0235 under section 7 as the State's (CMS licensee) designated custodian (CMS custodian).

- 4.2 Contractor will provide technical assistance to new data submitters as well as established data submitters as needed to support efficient, accurate, and timely data submission and other requirements as directed by the State.
- 4.3 Contractor shall collect medical claims, pharmacy claims, eligibility data, and other related data files from mandated and voluntary data submitters as referenced in applicable rules and regulations of the State of Vermont. Data submitters will include commercial health insurers, third-party administrators, pharmacy benefit managers, Medicaid, and Medicare. Contractor shall retain fields and data elements unique to Commercial, Medicaid, and Medicare that will support analytical capability of both the integrated all-payer data set and also stand-alone files for each payer type including Commercial, Medicaid, and Medicare. Covered populations will include comprehensive major medical insureds, Medicare Supplemental insurance beneficiaries, and Medicare Parts C and D beneficiaries. Should the State choose to integrate additional file types or data elements not currently being supplied by submitters, Contractor will develop a scope of work and budget for review and approval by the State, which may result in an amendment to this contract.
- 4.4 Contractor shall collect and integrate files from the Centers for Medicare and Medicaid Services (CMS) provided to the State as the licensee and the Contractor as custodian. Contractor will integrate the following Medicare standard formats: Standard analytic and Medicare Part D event files and TAP files. Standard analytic files will include eligibility and Medicare Part A and Part B files. In addition and as requested by the State, Contractor will include Medicare Provider Analysis and Review (MedPAR) files for both the 100% Vermont beneficiary file set and the CMS 5% national sample file set. TAP files will include the standard eligibility and Medicare Part A and Part B files delivered monthly (claim), quarterly (eligibility) and annually (final action claims).
- 4.5 Contractor shall evaluate submitted files for conformance to the file layout, format and metadata included in header and trailer records to ensure that submitted data satisfies basic requirements and is viable to proceed with processing. This evaluation step includes, but is not limited to, verifying satisfaction of the following conditions:
- The file contains only one header record and one trailer record, both of which are formatted correctly
 - The file is in the proper format as specified by the State
 - The correct number of fields appears in each record
 - The number of data records matches the count reported in the header record
 - Data types and lengths are valid
 - Applicable dates within the file are within the reporting period beginning and period ending values cited in the header and trailer records
 - Data that is required to be hashed is hashed

If data files conform to their metadata descriptions, and otherwise appear to be valid files, then the Contractor will proceed with processing the files. In the event transmitted files fail this evaluation, then the Contractor shall provide such notification to the data submitter and apply best efforts to

support the resubmission of accurate files. Contractor shall maintain retrievable records of the dates on which files were received, the results of the evaluation, and other pertinent information to document the acquisition of files. For the purposes of this Attachment, the processes referenced in this paragraph are called “data receipt”.

4.6 For data files that meet passable standards for data receipt, the Contractor shall conduct an evaluation of the content of these files for soundness, completeness, and reasonableness. This evaluation shall include, but not be limited to, verifying satisfaction of the following conditions:

- Data is accurately formatted
- The prevalence of null or missing data is below threshold levels
- Values supplied for specific fields are logical
- Codes are appropriately used
- Data elements have appropriate interrelationships

The tolerance levels for this evaluation shall be reviewed and collaborated upon with the State. For files that fail to meet these evaluation steps, the Contractor will provide such notification and suitable explanation to the data submitter and, if requested, to the State. The Contractor shall apply best efforts to support the resubmission of accurate files. Contractor shall maintain retrievable records of the results of the evaluation of the content of data files. For the purposes of this Attachment, the processes referenced in this paragraph are called “data validation”.

4.7 For claim and eligibility files that meet passable criteria for data validation, the Contractor shall conduct an evaluation of the trends implied by the files in the context of the data historically provided by their respective submitters, as well as in the context of industry accepted standards for such trends. Relevant aspects of the data to be trended shall include, but not be limited to:

- Total medical claims counts
- Total pharmacy claims counts
- Total dollar value of medical claims
- Total dollar value of pharmacy claims
- Total eligibility counts
- Total orphan claims
- Per member per month medical claims cost
- Per member per month pharmacy claims cost

For each data submitter, these trends shall be rendered by product, and shall reflect three years of that submitter’s data. If three years of data is not available, then the trends shall encompass as much of the submitter’s data as is available. Data points for the above criteria shall be provided by month. For data files that show anomalies in trends, the Contractor shall put forth best efforts to understand the causality of such discrepancies and collaborate with the State and the data submitter to determine the most suitable approach to resolution. Records of these trend analyses will be maintained in a retrievable manner, and shall be made available to the State. For the purposes of this Attachment, the processes referenced in this paragraph are called “data profiling”. Data profiling shall be performed on a quarterly basis until such time as VHCURES is migrated to Onpoint CDM v2.1.1, after which the frequency will be commensurate with the frequency at which a submitter’s claims and eligibility files are received by the Contractor. This migration shall be completed no later than December 15, 2015.

4.8 Contractor shall collaborate with the State to develop a data warehousing process that predicated the

inclusion of claims and eligibility data in VHCURES on the results of data profiling, such that data that exhibit potential quality issues are not added to VHCURES until those potential issues can be dismissed or resolved. Within 14 calendar days of the submission deadline for the last month of a given quarter, the determination of whether data trends present concerns will be done via collaborative evaluation between the Contractor and the State. The evaluation will result in the potential exclusion of certain problematic submissions. Within calendar year 2015, the Contractor shall provide to the State a plan describing the operational modifications needed to make a migration to a warehousing process that is contingent upon the evaluation of data profiling reports, as well as any necessary supplemental information such as pricing adjustments. As part of this plan, the data profiling reports will be adjusted to include graphical depictions of data, such that tables are not required to evaluate any of the profile dimensions listed in paragraph 4.7. Data profiling reports will be subject to State approval; such approval will not be unreasonably withheld.

- 4.9 Upon the State's request, Contractor shall meet with payers to review payer-specific information related to data validation and data profiling, on a per-submission basis, and, on an annual basis, triangulation reporting for a subset of the largest submitters, along with enrollment counts and total payment amounts. Triangulation reporting, enrollment counts, and total payment amounts can be provided on a more frequent basis, if requested by the State, at an additional cost. The Contractor will provide the State with detailed cost estimate prior to the commencement of any such activities. If the State approves of the cost estimate, the State will direct the contractor to do that work.
- 4.10 Contractor will maintain all as-submitted historical data in tabular format within CDM for the duration of this contract and until such time that it can be transferred to any subsequent entity to ensure continuity as described in paragraph 1.4. Contractor shall also maintain copies of the raw data files provided by data submitters for a period of up to seven (7) years. Data will be kept in a secure location that meets security standards for Medicare data containing individually identifiable information as specified in the CMS Data Use Agreement Form CMS-R-0235 under section 7 as the State's (CMS licensee) designated custodian (CMS custodian). Raw data files outside the seven-year date range, or as required by existing data use agreements, shall be destroyed in accordance with Onpoint's Information Security Policies and Standards.

5. Additional Data Services

- 5.1 Contractor shall perform provider linkage to support the maintenance of a master provider index to facilitate the following: accurate attribution of claims records and members to single providers including clinicians and facilities and to provider groups and organizations; aggregation of claims for single providers or groups of providers with the same specialty code; attribution of members to single providers and provider groups that may be filtered by specialty type or other provider characteristics. Contractor shall perform provider linkage and perform reconciliation among identifier types and sources including NPI numbers, rosters, directories and other sources as available.
- 5.1.1 At the request of the State, Contractor shall collaborate on efforts to utilize non-claims-based provider information to supplement claims-based provider information for the purpose of improving provider identity management, and the master provider index.
- 5.1.2 At the request of the State, Contractor shall collaborate to develop specifications for, collect,

and apply member and provider rosters and information available from insurers, providers, and state programs to support attribution of member records to providers and individual providers to group practices.

- 5.1.3 Contractor shall coordinate with State initiatives related to a master provider directory at the Agency of Human Services, the Vermont Health Information Exchange, the Vermont Health Benefit Exchange, and other purposes as directed by the State.
- 5.2 Contractor shall consult with the State regarding the approach and methods that are used to generate unique identifiers for individual persons (i.e., patients, members, enrollees, beneficiaries) to support assignment of claims to individuals within and across insurers and payers within the VHCURES data set.
- 5.3 Contractor shall be available upon the request of the State to consult with other parties working to build a master patient/person index or to identify unique individuals in eligibility and claims files who may have multiple payers or change payers over time to explain the method used to assign unique person identifiers in the VHCURES database.
- 5.4 Contractor shall create flags as needed for Health Service Areas in the State of Vermont, based on information provided by the Vermont Department of Health related to geographic assignments. The Department of Health may provide updated information on these service areas during any quarterly claims processing cycle.
- 5.5 Contractor shall integrate information from the Medicare Provider Analysis and Review (MedPAR) file(s) available through CMS as part of the quarterly warehouse refresh cycle.
- 5.6 Contractor shall implement, claims grouping logic in the data warehouse to assist in the identification of health care events, products and services, demographic risk, clinical risk, and episodes of care.
 - 5.6.1 Contractor shall apply and make available 3M's diagnosis related groups in the VHCURES data warehouse; shall implement provider attribution logic in VHCURES in accordance with schema provided by the Vermont Blueprint for Health; and shall implement HealthPartner's Total Cost of Care framework in VHCURES on a per member per year basis as directed by the State.
 - 5.6.2 At the request of the State, the Contractor shall implement additional claims grouping logic, or incorporate other claims attribution schemas in the VHCURES data warehouse. Should the State identify such needs, Contractor will develop a scope of work and budget for review and approval by the State.

6. Data Privacy, Security, and Storage

- 6.1 In accordance with State rules and regulations, Contractor shall provide hashing software to allow data submitters to hash specified data fields prior to submission of files. Contractor shall employ an

identical one-way hashing method for Medicare data provided by CMS.

- 6.2 Contractor shall ensure proper use of hashing methods by data submitters through training and test data submission prior to acceptance of files containing fields that the State requires to be hashed, in accordance with State rules and regulations.
- 6.3 Contractor shall be strictly prohibited from collecting any unhashed data in fields that are required to be hashed according to State rules and regulations, with the exception of data from voluntary data submitters such as Medicare and Medicaid that may request inclusion of unhashed identifiers in their file submissions.
- 6.4 Contractor is prohibited from disseminating any of the direct identifiers associated with VHCURES, unless otherwise instructed by the State. Intentional violation of this provision shall result in voiding of the contract and enforcement actions by the State. Contractor shall immediately notify the State in the event of an unauthorized release of protected data.
- 6.5 Contractor shall ensure that all files related to VHCURES that contain healthcare data, including raw data files from payers and other submitters provided to the Contractor, as well as files issued from the Contractor to the State or State-authorized entities, will be appropriately encrypted, and that the encryption keys are safeguarded. Additionally, all such transmittals that are electronic shall take place either via secure file transfer protocol or via an appropriately secure transfer protocol that has been approved by the State.
- 6.6 Contractor shall employ appropriate and reasonable security measures and technologies to minimize opportunities for intentional or inadvertent unauthorized access to VHCURES data in a manner that is consistent with CMS requirements for Medicare data with identifiers as specified in CMS Data Use Agreement Form CMS-R-0235 section #7. Contractor shall provide a detailed plan and description of procedures for the secure receipt, management, storage, release and transmission of data including a disaster recovery plan.
- 6.7 Contractor shall provide adequate systems backup and recovery procedures to ensure complete restoration of VHCURES functionality within twenty-four (24) hours in the event of a serious incident.
- 6.8 Contractor shall cooperate with the State, and with the Department of Information and Innovation, in its obligation to review and approve the Contractor's security and data protection environment, policies, procedures, and technology.

7. Communications

- 7.1 Twice a month, or more frequently as requested by the State, the Client Account Manager and contract staff shall host teleconferences with State staff and State-approved attendees as needed to discuss data operations, data quality or other concerns, and dispositions of relevant tasks. The Client Account Manager will maintain a register of issues and action items and work with the State to set

- priorities. Generally, these meetings should include a review of the known data quality issues documented on the collaboration website. Contractor shall track planned improvements to future VHCURES refreshes, document decisions made around each known data quality issue, and develop communications to data users regarding known data issues.
- 7.2 At least once a quarter, or as requested by the State, the Client Account Manager and other staff, as needed, shall meet in person in Vermont with the State and other parties at meetings convened by the State. Contractor shall provide options for web-based participation in meetings including shared viewing of presentation materials and audio participation.
- 7.3 At least annually and as requested by the State for any major changes in data submission requirements, the Client Account Manager, contract staff, and Contractor's subject matter experts shall convene meetings to include State representatives and data submitters to review proposed changes, implementation timeline, and performance expectations, and solicit data submitter feedback for consideration and modifications as approved by the State. These meetings may be teleconferences in webinar format.
- 7.4 Contractor shall design, implement, and actively manage a VHCURES collaboration website that provides access to individuals as approved by the State, which will generally include all licensed VHCURES users. In consultation with the State, Contractor shall maintain content responsive to users' interests and needs; update and orient users on a continuing basis at data users group meetings and through instructional materials posted on the site; activate and de-activate users; provide technical support for setting access rights; post content and issue notifications regarding selected postings; develop Frequently Asked Questions (FAQ) content; and support other activities that keep the website relevant for users.
- 7.5 Contractor shall notify both mandated and voluntary data submitters at 15, 30, and 60 calendar days following submission due dates about non-filing of required data or other non-compliance with data submission requirements.
- 7.6 Contractor shall develop and maintain instructional materials including an updated data submission manual to inform data submitters about the requirements of the VHCURES data submission process and other topics as requested by the State. Contractor shall also work with the State to develop new instructional materials supporting improvements in the efficiency and quality of data submissions, if such a need is identified by the State.
- 7.7 Contractor shall maintain a tracking system of actionable items and communications with data submitters including but not limited to documentation of data receipt, data validation, data profiling, and other communications with submitters such as inquiries and complaints. Contractor's tracking system shall also store submitter compliance history, details on data submission system performance, and other topics as requested by the State.
- 7.8 Contractor shall maintain detailed records of data releases as authorized by the State, including detail on the types of data that were released under the data use agreement; contact information for licensees or designated data custodians to whom the data files were released; date and mode of release; and authentication and acknowledgement of data receipt.

7.9 Contractor shall promptly notify the State about any actual or potential breaches of security or inappropriate use, release or transfer of data of which it becomes aware consistent with its obligations under applicable federal and State of Vermont laws and regulations, including HIPAA, and consistent with its obligations under data use agreements between Contractor and the State and federal governments.

8. Data Access Services

8.1 Contractor shall be strictly prohibited from releasing or using data or information obtained in its capacity as a collector and processor of data associated with VHCURES for any purposes other than those specifically authorized by the State. Under no circumstances shall Contractor sell the State's data or use it for purposes other than those authorized by this contract. Failure to comply with this requirement may constitute a violation(s) of Vermont laws and rules and lead to enforcement actions, including potential voiding of the contract.

8.2 Prior to each instance of any physical or electronic transmission of data included in, derived from, or otherwise associated with the VHCURES data warehouse originating from the Contractor to an external entity, the Contractor is required to obtain written authorization from a designee of the Green Mountain Care Board specific to that transmittal.

8.3 Contractor shall provide comprehensive data warehouse extracts for each 90-day reporting period to authorized State agencies within forty-five (45) days of the close of the data profiling process completed in collaboration with the State as outlined in section 4.8 as described in the following paragraphs:

8.3.1 Warehouse refreshes for authorized State agencies will include eligibility data, medical claims, and pharmacy claims for all Commercial, Medicaid, and Medicare lines of business. Quarterly refreshes will include the most recent five years of data. Recipients can request that files be delivered in delimited text format, an Oracle database backup format, or both. Should a recipient of data make a request for an extract to be delivered in any other format, Contractor will provide scope of work and budget for approval to both recipient and the State. The State retains final approval authority for any non-standard data release formats.

8.3.2 Contractor shall utilize secure file transfer protocol as the primary means of file transmission to the State and State-approved State agencies. The contractor shall also maintain the capability to transmit quarterly refresh files to the State via physical storage media, and shall provide these at the request of the State.

8.4 Contractor shall supply customized data file extracts and necessary technical documentation to State-approved parties as described in the following paragraphs:

8.4.1 Approved limited-use healthcare claims research data sets may include subsets of records and subsets of fields as requested by the State to meet the conditions of data use agreements finalized between the State and approved data users. The State will specify the method of release for records and fields approved in the VHCURES application linked to each data use

agreement between the State and licensed users.

8.4.2 Contractor shall collaborate with the State to update and maintain the schedule of tables, fields and data elements included in the VHCURES application for a data use agreement to facilitate customization of extracts that may not contain all the data available in VHCURES.

8.5 Contractor shall collaborate with the State to produce a public-use file using methods that anonymize person-level data and eliminate any risk of re-identification of beneficiaries in files and reports generated from VHCURES. Contractor shall also produce technical documentation for users for distribution in a manner specified by the State.

9. Reporting Requirements

9.1 By March 1 of every year following the registration deadline of December 31, Contractor shall provide to the State the report(s) on annual registration of insurers, TPAs, and PBMs that will provide detail on the estimated enrollment for each registrant, identification of entities that registered the prior year but did not register for current year, and identification of new entities that did not register for prior years. Reports will also include: TPA and PBM registration rosters that include company name, contact information, parent company, and services provided; registrant status related to data submission (whether the registrant meets mandatory threshold(s) for data submission); file submission history; and summary error reports.

9.2 Contractor shall generate standardized reports for the State that list insurers (including current VHCURES data submitters), TPAs, and PBMs that have registered including at a minimum: FEIN and/or NAIC number; most current registration date; estimate of Vermont resident enrollment by health line of business including comprehensive major medical (including PBM pharmacy carve-outs), Medicare Supplement, Medicare Part C, and Medicare Part D, and any other lines of business requested by the State; types of services provided; VHCURES data submission status; client relationships with other carriers, TPAs, PBMs for shared Vermont members; and other information collected from the registration process as requested by the State.

9.3 Contractor shall provide the State with a database containing contact information generated from both the registration and ongoing data submission process for the purpose of supporting direct notifications as needed with contacts categorized as compliance/legal, technical data submission, and other categories as requested by the State.

9.4 Contractor shall provide the State with data submission compliance reporting. Contractor shall provide reporting on file submission status for each data submitter including pass or fail dates; resubmission request and filing status; error reports; and other information useful for monitoring and evaluating submission compliance. Contractor shall give priority to generating timely compliance reports monitoring the performance of major health insurers that collectively represent 80% of the insured population within each line of business also including TPAs and PBMs

9.5 By the fifth business day of the month following the last day of the last month in each quarter, Contractor shall submit a detailed quarterly progress report and include the following information:

- 9.5.1 A detailed review of activities conducted during the quarter and to date in each of the sections and subsections included in the specifications of work to be performed in this Agreement.
- 9.5.2 An explanation for failure to deliver services in a timely or complete manner for the specification of work to be performed in this Agreement. Contractor shall provide a detailed description of delays and challenges encountered, and proposed or active solutions being deployed.
- 9.6 Contractor shall provide an annual progress report on the 15th day of the month following the end of each contract year that provides a detailed annual summary of accomplishments addressing all the sections and subsections included in the specifications of work to be performed for this Agreement. Contractor shall review all the preceding quarterly reports and provide a detailed summary report addressing delays and challenges encountered, proposed or active solutions being deployed to rectify the situation, and results of deploying solutions.
- 9.7 The State will not accept any report or deliverable that it deems to be out of compliance in form and content with the terms of the contract or which is not compatible with the specifications supplied by the State.

10. Technical Product Support

- 10.1 Contractor shall provide product support for authorized VHCURES users as identified by the State in a manner that helps those users understand the data set and its functions; the value-added modifications to the data made by Contractor; and any caveats and limits to the data set. Contractor shall maintain an availability of at least two hours per week for this type of product support.
- 10.2 As requested by and in collaboration with the State, Contractor shall design and implement data user training sessions and/or online tutorials to assist VHCURES data users to understand and use the data. Contractor shall prepare instructional content, provide formal training and instructional materials, and support on-site training and/or webinar training sessions and/or the implementation of online tutorials as requested by the State and at the State's discretion.
- 10.3 The State may ask the Contractor to perform additional technical consultation and assistance with research projects and special studies. The Contractor will provide the State with detailed cost information prior to the commencement of any such activities. If the State approves of the cost information, the State will direct the contractor to do that work.

11. Conditional Tasks - VHCURES Enhancement

- 11.1 The State uses VHCURES to support analyses related to cost containment and payment reform. Act 48 of the Acts of 2011 and Act 171 of the Acts of 2012 require that the State develop a Unified Health Care Budget, develop a "dashboard" of key indicators, perform an expenditure analysis, develop payment reform pilots, develop hospital budgets, and approve insurance rate filings in addition to numerous other responsibilities. These enhancements may include elements such as improving

provider linkages and improving identification of individuals in VHCURES. As made necessary by these efforts, the Contractor will collaborate with the State to modify or improve VHCURES and to ensure it provides the appropriate data to a practical and reasonable extent.

11.2 Contractor shall provide enhancements at the request of the State. Contractor will provide the State with time and cost estimates for any of these enhancements and will not begin any enhancements until the time and cost estimates have been expressly approved, in writing, by the State.

11.3 Contractor shall provide ad hoc technical assistance and/or analytic support at the request of the State. The State may ask Contractor to provide the State with time and cost estimates for such work, in which case Contractor will complete an Analytic Work Plan, Appendix I of this Agreement. The Contractor shall submit all completed Analytic Work Plans to the Health Care Project Director for State review and signature. Upon signature by the State, the State will provide a copy of the fully executed Analytic Work Plan to Contractor. Contractor may not begin any ad hoc technical assistance or analytic support work unless the Analytic Work Plan has been signed by both parties.

11.3.1 Contractor shall be responsible for providing reports as requested by the State and agreed upon between the parties. Contractor shall deliver all written reports, analyses and other similar work product, including drafts, upon completion in electronic file formats and applications as reasonably requested by the State. Contractor shall format all reports, including spreadsheets, to be fitted to page, properly formatted with titles and pagination, and printer-ready.

11.3.2 Contractor shall provide the State with drafts for all reports in electronic format and application as requested by the State by the agreed upon delivery date for each report.

11.3.3 30 days prior to the conclusion of this contract, as directed by the State, Contractor shall render to the State all electronic versions of all final analyses, studies, reports, and technical documentation in formats and applications as requested by the State.

11.3.4 Services performed pursuant to an Analytic Work Plan shall not be used to change the maximum amount under this Agreement.

12. Annual Paid Claims and Enrollment Report (APCER)

12.1 Contractor shall create the master file that will be used to produce the Annual Paid Claims and Enrollment Report (APCER) on a fiscal year basis spanning July 1 through June 30 by company for every insurer submitting eligibility and/or medical claims and pharmacy claims to VHCURES for medical, pharmacy, and mental health services for comprehensive major medical health benefit plans, Medicare supplement, Medicare Part C, and Medicare Part D.

12.2 By express, specific, and written notice, the State may ask the Contractor to collect and incorporate dental insurers and dental claims data into the APCER (“Dental Data Collection, Consolidation, and Integration into VHCURES”). Neither Amendment 3 nor any other obligation of Contract 20229 is in any way a binding agreement that such work shall be authorized.

12.3 The Contractor shall divide the master file and the final APCER by different categories of insurance

including Comprehensive Major Medical, Medicare Supplement, Medicare Part C, Medicare Part D, and Dental (if requested by the State by express written direction).

- 12.4 Contractor shall produce the APCER with similar content, organization, and design, and format the APCER consistent with the 2016 APCER report used by the State as the basis for the published "APCER_Comp Major Med_FINAL.xlsx", available from the State. Contractor shall provide the final report as requested and approved by the State no later than 30 days following the due date of the extract for the second quarter of that year, as defined in section 8.3.
- 12.5 Prior to submission of the APCER to the State as specified above, Contractor shall compare their proposed APCER with the APCER from the prior year as available from the State and investigate and report on significant variances from the prior published report, including any and all of the following: omitted insurers, absent insurers, new insurers, missing quarters, notable changes in enrollment and paid claims amounts, and variances in enrollment and paid claims amount by company within the current APCER. Contractor shall explain and/or resolve issues related to variances with the prior published APCER. The Contractor shall provide documentation describing validation activities, edit checks, issues and final disposition of issues, and explanatory notes for each annual APCER.
- 12.6 Contractor shall provide the State with technical documentation detailing the approach and methods used to produce the APCER, as well as technical documentation of any issues that resulted from the investigation of variances with prior reports or within the current report for any company.

13. Trial Period for Enclave

- 13.1 Following a requirements gathering period and receipt of written approval to proceed by the State, Contractor will have 60 days to provide the State with access to its completed enclave environment. The Analytic Enclave is a secure, cloud-based, environment equipped with tools and data to empower analytic users to perform analytics and reporting. The State will then have a 15-day User Acceptance Testing (UAT) period to review and suggest changes/revisions. Contractor will load the two most recent State extracts into the enclave using Amazon Redshift. Contractor will install the following analytic/data access tools: SQL Workbench, R, and Python.
- 13.2 Contractor guarantees 99.9% up-time during core business hours (defined as 8am – 5pm, Eastern Standard Time, Monday through Friday, excluding national holidays). Contractor will provide 7 or more days' notice for any scheduled downtime.
- 13.3 Contractor certifies that enclave is HIPAA compliant and Health Information Trust Alliance (HITRUST) certified. Data will remain encrypted at all times, and daily back-ups will be taken. Users will access the enclave by means of a Virtual Private Network (VPN) connection with multi-factor authentication.
- 13.4 Contractor will provide role-based read-only access to the two State extracts to each user. Each user will be allocated 250GB of personal storage space. For a trial period of 6 months, Contractor will grant two seats to the State at no charge. During and following the trial period, a subscription for additional seats can be purchased for \$1,850 per user per month for the first six users, and \$1,000 per user per month for any additional users beyond the initial six users. If more than 250GB per user are required, the additional space will be charged at \$34.50 per 100GB per month (includes 14-day retention of backups). There will be no data transfer charges for downloads from or uploads to the enclave unless the total transfer rate exceeds: 500 GB per month at which point the additional charges will be at \$100.00 per 500 GB per month.

- 13.5 Following the trial period, unless written approval to continue service is received from the State, Contractor will purge all data from the enclave, including any work products saved in a user's personal storage space.
- 13.6 Following the trial period, the Contractor will evaluate specific requests suggested by the State, along with those of other clients, for modifications to the database structure for performance and/or processing reasons. The intent of these requests will typically be to enhance existing table structures. If the suggestions are accepted, Contractor will make the changes through a standard software development life cycle and release process to ensure systematic development, testing, and integration.
- 13.7 The State may elect to have additional software installed in the enclave. In the event that the State elects to install additional software, Contractor will perform all actions requiring administrative privilege to ensure that installation is successful. The State will bear all costs associated with procurement, licensing and installation of any software not named in 13.1. Contractor is not responsible for supporting any software not named in 13.1.

Attachment B: Payment Provisions

The maximum amount payable under this contract is not intended as any form of a guaranteed amount. The Contractor shall be paid for services actually performed, up to the maximum allowable amount specified in this contract. The payment schedule for services performed, and any additional reimbursements, are included in this Attachment. The following provisions specifying payment are:

1. The Contractor will be paid based on documentation and itemization of work performed and included in invoicing as required by 32 VSA §463. Contractor will submit an invoice on a monthly basis to the Board for services provided and expenses occurred during the previous month. Each invoice must include a unique invoice number, dates of service, itemized billing which is documented to reflect linkage with the Cost and Refresh Cycles, itemized hours by assigned staff multiplied by hourly rates for agreed upon Ad Hoc Technical Assistance & Analysis and Additional Grouper/Attribution, list of allowable expenses incurred with copies of receipts and the address for remittance of payment. A billing for mileage shall include the point of origin and destination and the number of miles traveled. Only actual charges up to allowable amounts will be paid.
2. Payments to the contractor relating to this contract as outlined in the scope by work will be rendered only after review and acceptance of the State's Health Care Project Director.
3. The Contractor agrees to a 5% retainage of the total annual contract fees subject to review, approval, and acceptance of Contractor's annual report by the State. The State shall determine retainage at the end of each contract year, including any withholding or proration, of the total contract fees by deciding whether the Contractor's performance has met, to the State's satisfaction, the Contractor's requirements under Attachment A. Retained fees shall be released to Contractor within 60 days of the end of each contract year.
4. Payments for subcontractors will only be made upon approval (See Attachment C, #19).
5. The State will reimburse Contractor for travel expenses utilizing the most current General Services Administration Per Diem Study for lodging, and in accordance with state reimbursement offered to state employees set for meals and incidentals. Expenses will not be reimbursed without prior written approval from the State. No benefits or insurance will be reimbursed by the State.
6. Invoices shall be submitted to:

Erin Collier, Financial Contract Manager
Green Mountain Care Board
89 Main Street, Montpelier, VT 05620
7. Upon full payment by the State, all products of the contractor's work, including outlines, reports charts, sketches, drawings, art work, plans, photographs, specifications, estimates, computer programs, or similar documents, becomes the sole property of the State of Vermont and may not be copyrighted or resold by Contractor.

STATE OF VERMONT
 STANDARD CONTRACT FOR PERSONAL SERVICES
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CONTRACT #: 20229
 AMENDMENT #: 4

VT APCD, GMCB # 20229 5/1/2017 thru 4/30/2018		Recommended Refresh Schedule					
Category of Service	Line Item Task	Monthly	Quarterly	Twice per Year	Annual	As Needed	Total Annual
Data Management	Data Collection - Commercial & TPA/PBM	33,327.08					399,925
Data Management	Data Collection - Medicaid	5,484.58					65,815
Data Management	Data Collection - Medicare (two formats)	11,735.83					140,830
Data Management	Medicare 5% National Claims Sample (includes Part D Event File)				15,100		15,100
Data Management	MedPAR- 100% VT Beneficiaries				2,980		2,980
Data Management	MedPAR- 5% National Sample				2,980		2,980
Data Management	Master Provider Index	8,345.00					100,140
Data Management	Master Provider Index - integration of plan supplied provider files	5,395.83					64,750
Data Management	State Agency/Contractor Standard 2. Comprehensive Extracts w/o Payer/Provider (Commercial, Medicaid, Medicare)		3,000				12,000
Data Management	Standard Public Use Data Sets (Need to discuss anonymization process)				4,050		4,050
Analytic Services	APCER Report				21,500		21,500
Other Services	Data User Support - design and implement data user training sessions and/or online tutorials	2,800					33,600
Other Services	VHCURES Collaborative Site Maintenance	300					3,600
Data Management	3M DRG		7,760				31,040
Data Management	Provider Attribution - Blueprint Model			17,500			35,000
Data Management	Total Cost of Care - summarized at PMPY			19,250			38,500
Other Services	Additional Groupers / Attribution					Hourly Rates	100,000
Other Services	Ad Hoc Technical Assistance and Analysis					Hourly Rates	125,000
	Subtotal						1,196,810
Other Services	Travel						2,000
	Total						1,198,810

Staff	Rate
Project Manager	\$ 250.00
Technical Service Manager	\$ 250.00
Technical Consultant	\$ 250.00
Data Operations Manager	\$ 175.00
Data Operations Staff	\$ 110.00
Technical Staff	\$ 150.00

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 STANDARD CONTRACT FOR PERSONAL SERVICES
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CONTRACT #: 20229
 AMENDMENT #: 4

VT APCD, GMCB # 20229 5/1/2018 thru 4/30/2019		Recommended Refresh Schedule					
Category of Service	Line Item Task	Monthly	Quarterly	Twice per Year	Annual	As Needed	Total Annual
Data Management	Data Collection - Commercial & TPA/PBM	34,160.26					409,923
Data Management	Data Collection - Medicaid	5,621.70					67,460
Data Management	Data Collection - Medicare (two formats)	12,029.23					144,351
Data Management	Medicare 5% National Claims Sample (includes Part D Event File)				15,478		15,478
Data Management	MedPAR- 100% VT Beneficiaries				3,055		3,055
Data Management	MedPAR- 5% National Sample				3,055		3,055
Data Management	Master Provider Index	8,553.63					102,644
Data Management	Master Provider Index - integration of plan supplied provider files	5,530.73					66,369
Data Management	State Agency/Contractor Standard 2. Comprehensive Extracts w/o Payer/Provider (Commercial, Medicaid, Medicare)		3,075				12,300
Data Management	Standard Public Use Data Sets (Need to discuss anonymization process)				4,151		4,151
Analytic Services	APCER Report				22,038		22,038
Other Services	Data User Support - design and implement data user training sessions and/or online tutorials	2,870					34,440
Other Services	VHCURES Collaborative Site Maintenance	308					3,690
Data Management	3M DRG		7,954				31,816
Data Management	Provider Attribution - Blueprint Model			17,938			35,875
Data Management	Total Cost of Care - summarized at PMPY			19,731			39,463
Other Services	Additional Groupers / Attribution					Hourly Rates	100,000
Other Services	Ad Hoc Technical Assistance and Analysis					Hourly Rates	125,000
	Subtotal						1,221,105
Other Services	Travel						2,000
	Total						1,223,105

Staff	Rate
Project Manager	\$ 256.25
Technical Service Manager	\$ 256.25
Technical Consultant	\$ 256.25
Data Operations Manager	\$ 179.38
Data Operations Staff	\$ 112.75
Technical Staff	\$ 153.75

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 STANDARD CONTRACT FOR PERSONAL SERVICES
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CONTRACT #: 20229
 AMENDMENT #: 4

VT APCD, GMCB # 20229 5/1/2019 thru 4/30/2020		Recommended Refresh Schedule					
Category of Service	Line Item Task	Monthly	Quarterly	Twice per Year	Annual	As Needed	Total Annual
Data Management	Data Collection - Commercial & TPA/PBM	34,993.44					419,921
Data Management	Data Collection - Medicaid	5,758.81					69,106
Data Management	Data Collection - Medicare (two formats)	12,322.63					147,872
Data Management	Medicare 5% National Claims Sample (includes Part D Event File)				15,855		15,855
Data Management	MedPAR- 100% VT Beneficiaries				3,129		3,129
Data Management	MedPAR- 5% National Sample				3,129		3,129
Data Management	Master Provider Index	8,762.25					105,147
Data Management	Master Provider Index - integration of plan supplied provider files	5,665.63					67,988
Data Management	State Agency/Contractor Standard 2. Comprehensive Extracts w/o Payer/Provider (Commercial, Medicaid, Medicare)		3,150				12,600
Data Management	Standard Public Use Data Sets (Need to discuss anonymization process)				4,253		4,253
Analytic Services	APCER Report				22,575		22,575
Other Services	Data User Support - design and implement data user training sessions and/or online tutorials	2,940					35,280
Other Services	VHCURES Collaborative Site Maintenance	315					3,780
Data Management	3M DRG		8,148				32,592
Data Management	Provider Attribution - Blueprint Model			18,375			36,750
Data Management	Total Cost of Care - summarized at PMPY			20,213			40,425
Other Services	Additional Groupers / Attribution					Hourly Rates	100,000
Other Services	Ad Hoc Technical Assistance and Analysis					Hourly Rates	125,000
	Subtotal						1,245,401
Other Services	Travel						2,000
	Total						1,247,401

Staff	Rate
Project Manager	\$ 262.50
Technical Service Manager	\$ 262.50
Technical Consultant	\$ 262.50
Data Operations Manager	\$ 183.75
Data Operations Staff	\$ 115.50
Technical Staff	\$ 157.50

**Attachment C: Standard State Provisions
For Contracts and Grants
Revised July 1, 2016**

- 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 the 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. In the event the State withholds approval to settle any such claim, then the Party shall proceed with the defense of the claim but under those circumstances, the Party's indemnification obligations shall be limited to the amount of the proposed settlement initially rejected by the State.

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

The Party agrees that in no event shall the terms of this Agreement nor any document required by the Party in connection with its performance under this Agreement obligate the State to defend or indemnify the Party or otherwise be liable for the expenses or reimbursement, including attorneys' fees, collection costs or other costs of the Party except to the extent awarded by a court of competent jurisdiction.

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

Workers Compensation: With respect to all operations performed, the Party shall carry workers' compensation insurance in accordance with the laws of the State of Vermont. 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 the Contract, 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. Federal Requirements Pertaining to Grants and Subrecipient Agreements:

- A. Requirement to Have a Single Audit:** In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, the Subrecipient will complete the Subrecipient Annual Report annually within 45 days after its fiscal year end, informing the State of Vermont whether or not a Single Audit is required for the prior fiscal year. If a Single Audit is required, the Subrecipient will submit a copy of the audit report to the granting Party within 9 months. If a single audit is not required, only the Subrecipient Annual Report is required.

For fiscal years ending before December 25, 2015, a Single Audit is required if the subrecipient expends \$500,000 or more in federal assistance during its fiscal year and must be conducted in accordance with OMB Circular A-133. For fiscal years ending on or after December 25, 2015, a Single Audit is required if the subrecipient expends \$750,000 or more in federal assistance during its fiscal year and must be conducted in accordance with 2 CFR Chapter I, Chapter II, Part 200, Subpart F. The Subrecipient Annual Report is required to be submitted within 45 days, whether or not a Single Audit is required.

- B. Internal Controls:** In the case that this Agreement is a Grant that is funded in whole or in part by Federal funds, 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 the case that this Agreement is a Grant funded in whole or in part by Federal funds, in accordance with 2CFR 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.

- 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 the Agreement is signed, the Party is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.
- C. Party understands that final payment under this Agreement may be withheld if the Commissioner of Taxes determines that the Party is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.
- D. Party also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Party has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Party has no further legal recourse to contest the amounts due.

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 the Agreement is signed, he/she:

- A. is not under any obligation to pay child support; or

B. is under such an obligation and is in good standing with respect to that obligation; or

C. has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan.

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

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 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 23 ("Certification Regarding Use of State Funds"); Section 31 ("State Facilities"); and Section 32 ("Location of State Data").

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. Certification Regarding Use of State Funds: In the case that Party is an employer and this Agreement is a State Funded Grant in excess of \$1,001, Party certifies that none of these State

funds will be used to interfere with or restrain the exercise of Party's employee's rights with respect to unionization.

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

25. 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.

26. 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.

27. 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.

28. Termination: In addition to any right of the State to terminate for convenience, the State may terminate this Agreement as follows:

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. No Implied Waiver of Remedies: A 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.

29. 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.

30. 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.

31. 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.

32. 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 continental United States, except with the express written permission of the State.

(End of Standard Provisions)

APPENDIX I
Analytic Work Plan
No: __

Report Title:

Background:

Objective:

Scope:

Deliverable(s):

Deliverable	Delivery Date	Total Price

The State shall have 5 business days to complete its review of the deliverables. The State shall accept or reject the deliverables in writing. In the event of the State's rejection of any deliverable, the Contractor shall be notified in writing by the Health Care Project Director, giving specific reason(s) of rejection. The Contractor shall have five business days to correct the rejected deliverable and return it to the State Health Care Project Director. If the Contractor cannot meet the five-day timeline, the State and the Contractor shall agree upon a remediation plan to resolve the rejected deliverable.

Period of Performance:

Hours of Work/Role Assigned:

Onpoint Contact		
Approval Signature		Date
State Health Care Project Director	Pat Jones	
Approval Signature		Date