

CONTRACT



State of Vermont
 Buildings and General Services
 Office of Purchasing & Contracting
 10 Baldwin St
 Montpelier VT 05633-7501
 USA

Vendor ID : 0000001303
Vermont Assoc of Hospitals & Health
148 Main St
Montpelier VT 05602
USA

Contract ID 0000000000000000000000000026911		Page 1 of 4
Contract Dates 07/01/2014 to 06/30/2016		Origin GMC
Description: GMCB		Contract Maximum \$100,000.00
Buyer Name Wortman,Linda	Buyer Phone 828-5684	Contract Status Approved

Phone #:

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
1		Vermont hospital discharge, data collection, processing, and aggregation	JOB	0.01000	0.00	100,000.00

CONTRACT TERMS AND ADDITIONAL INFORMATION

1. Parties. This is a contract for services between the State of Vermont, Green Mountain Care Board (hereafter called "State"), and Vermont Association of Hospitals and Health Systems-Network Services Organization, Inc. (VAHHS-NSO), with principal place of business in Montpelier, Vermont, (hereafter called "Contractor"). Contractor's form of business organization is non-profit corporation. It is the contractor's responsibility to contact the Vermont Department of Taxes to determine if, by law, the contractor is required to have a Vermont Department of Taxes Business Account Number.

2. Subject Matter. The subject matter of this contract is services generally on the subject of collecting, processing, and aggregating hospital discharge records for inpatient, outpatient and emergency department services provided to Vermont residents and non-residents by Vermont hospitals for the Vermont Uniform Hospital Discharge Data Set. Detailed services to be provided by the contractor are described in Attachment A.

3. Maximum Amount. In consideration of the services to be performed by Contractor, the State agrees to pay Contractor, in accordance with the payment provisions specified in Attachment B, a sum not to exceed \$100,000.00.

4. Contract Term. The period of contractor's performance shall begin on July 1, 2014 and end on June 30, 2016.

Prior Approvals. If approval by the Attorney General's Office or the Secretary of Administration is required, (under current law, bulletins, and interpretations), neither this contract nor any amendment to it is binding until it has been approved by either or both such persons.

- Approval by the Attorney General's Office is required.
- Approval by the Secretary of Administration is required.
- Approval by the CIO/Commissioner DII is required.

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

7. Cancellation. This contract may be canceled by either party by giving written notice at least 30 days in advance.

8. Attachments. This contract consists of 51 pages including the following attachments which are incorporated herein:

- Attachment A - Specifications of Work to be Performed
- Attachment B - Payment Provisions
- Attachment C - "Standard State Provisions for Contracts and Grants" a preprinted form (revision date 6/9/2014)
- Attachment D - Other Provisions
- Attachment E - Necessary Data
- Attachment F - Record Description and File Layout
- Attachment G - Record Level Edits
- Attachment H - Methodology for Flagging Principal Procedures on Outpatient Records

9. Order of Precedence. Any ambiguity, conflict or inconsistency in the Contract Documents shall be resolved according to the following order of precedence:

- (1) Standard Contract
- (2) Attachment C (Standard Contract Provisions for Contracts and Grants)
- (3) Attachment D
- (4) Attachment A

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	(5)	List other attachments in order of presedence				
	(6)	Attachment B				
	(7)	Attachment E				
	(8)	Attachment F				
	(9)	Attachment G				
	(10)	Attachment H				

CONTRACTOR: Vermont Association of Hospitals and Health Systems - Network Services Organization

CONTRACT #: 26911

CHANGE ORDER #: 1

SUBJECT: Vermont hospital discharge, data collection, processing, and aggregation

Contract #26911, entered into by the Green Mountain Care Board (GMCB), on behalf of the State of Vermont, and by the Vermont Association of Hospitals and Health Systems - Network Services Organization (VAHHS-NSO) is amended as follows:

1. Attachment A, Scope of Work. The scope of work is amended as follows:

The subject matter of this contract is services generally on the subject of collecting, processing, and aggregating hospital discharge records for inpatient, outpatient and emergency department services provided to Vermont residents and non-residents by Vermont hospitals for the Vermont Uniform Hospital Discharge Data Set and provision of analytical services. Detailed services to be provided by the contractor are described in Attachment A.

Add the following subsection under 1. Introduction:

1.3 The subcontractor Berkeley Research Group (BRG) is required and integral to this contract pertaining to Section 4 Analytics and Reporting Services.

Assign new numbers to sections 4, 5, and 6 as indicated below:

Strike 4 and replace with 5 (including subsections 4.1-4.6) as follows:

5. Other General Contract Requirements
Renumbr subsections 4.1-4.6 as subsections 5.1-5.6

Strike 5 and replace with 6 (including subsection 5.1) for:

6. Confidentiality and Data Disposition
Renumbr subsection 5.1 as 6.1
New subsections 6.2 and 6.3 are added in this change order for new Section 6

Strike 6 and replace with 7 (including subsections 6.1-6.2) for:

7. Modifications
Renumbr subsections 6.1-6.2 as 7.1 and 7.2

Add the following new section 4:
4. Analytic and Reporting Services

4.1 For all Vermont hospital service areas (HSAs), Contractor shall conduct a population-based analysis of total allowed and paid claims by payer categories including: Medicare, Medicaid, Commercial and Other. The years to be analyzed will be determined when the data are received by the Contractor.

Types of services that the Contractor will analyze include: inpatient (Medical, Surgical, Obstetrics and other), emergency department, outpatient diagnostics, outpatient procedures, other hospital outpatient visits, specialty physician services by category, primary care services, home health, skilled nursing facility,

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		rehabilitation, and others.				

4.2 Contractor shall develop population risk scores using the Hierarchical Conditions Category (HCC) scoring methodology used by CMS and/or other models that would enhance the products of this contract.

4.3 Contractor shall conduct an analysis of hospital net patient revenue which will identify the proportion of the hospitals revenue that is associated with services delivered to each hospital's local population (HSA), Vermonters outside of the hospital's HSA, and services provided to non-Vermonters, broken down by the hospital service and payer categories above. The years to be analyzed will be determined when the data are received by the Contractor.

4.4 Contractor shall conduct a primary care practice analysis and inventory billing providers and their attributed patients, by practice. Contractor shall calculate, by practice, the total claims cost for all primary care services delivered by type of practice (large hospital employed, small hospital employed, federally qualified health center, other community/private practice) and payer type and then calculate a PMPM for patients attributed to the practices.

4.4 Contractor shall conduct a specialist physician analysis identifying the "Vermont plus Dartmouth" number of specialist billing for services provided to Vermonters by HSA and by type of physician specialty and type of service delivered (procedure, diagnostic, office visit specialty consult/follow-up, office visit primary care as delivered by specialist).

4.5 Contractor shall provide the State with documentation and information regarding proposed research design, approach, groupers and software tools, and methods for developing deliverables 4.1- 4.4 described in this section. Contractor shall solicit State feedback before starting the work.

4.6 Contractor shall provide the State with draft and final analysis prior to broad distribution and publication that includes full documentation of data sources, research and statistical methods, use of groupers and software tools, and the process used to identify significant findings, conclusions, and policy recommendations. Contractor shall provide adequate opportunity for State review and solicit feedback on draft and final analysis and reports prior to broad distribution or publication.

Add the following subsections under 6. Confidentiality and Data Disposition:

6.2 Contractor shall manage data resources released by the State to support the analytical work specified under section 4 under this contract in accordance with applicable state and federal laws and rules addressing HIPAA and protection of individual identities and protected health information including provisions specified in the GMCB VHCURES data user affidavit. Contractor shall file data user affidavits with the State for every member of the project team working on the deliverables specified under section 4 of this contract.

6.3 Contractor shall file data tracking reports pertaining to the deliverables specified under section 4 with the State on a quarterly basis as required under CMS DUA# 25534 pertaining to Medicare data re-disclosed by the State. Contractor shall dispose of the data and file a certificate of data destruction and disposition as required by the State at the termination of this contract.

2. Attachment C: Attachment C: Standard State Contract Provisions for Contracts and Grants dated 9/2/2014 see attached, which supersedes all prior versions of Attachment C.

3. Taxes Due to the State. Contractor further 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.

All other terms and conditions of this Contract not hereby amended shall remain in full force and effect.

The signatures of the undersigned Parties indicate that each has read this 1st amendment to Contract # 26911 in its entirety and agrees to be bound by the provisions enumerated therein.

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In its entirety and agrees to be bound by the provisions enumerated therein.						

Distribution:
 Vendor, GMCB

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

By the STATE of VERMONT

Date: 11/10/14
 Signature: [Signature]
 Name: Susan Barrett

Title: Executive Director
 Email: susan.barett@state.vt.us

By the CONTRACTOR

Date: November 10, 2014
 Signature: [Signature]
 Name: Michael Del Trecco

Title: V.P. Finance, VAHHS
 Email: Michael Del Trecco

ATTACHMENT C: STANDARD STATE PROVISIONS FOR CONTRACTS AND GRANTS

1. **Entire Agreement:** This Agreement, whether in the form of a Contract, State Funded Grant, or Federally Funded Grant, represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect.
2. **Applicable Law:** This Agreement will be governed by the laws of the State of Vermont.
3. **Definitions:** For purposes of this Attachment, "Party" shall mean the Contractor, Grantee or Subrecipient, with whom the State of Vermont is executing this Agreement and consistent with the form of the Agreement.
4. **Appropriations:** If this Agreement extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this Agreement, the State may cancel at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, and in the event federal funds become unavailable or reduced, the State may suspend or cancel this Grant immediately, and the State shall have no obligation to pay Subrecipient from State revenues.
5. **No Employee Benefits For Party:** The Party understands that the State will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation or sick leave, workers compensation or other benefits or services available to State employees, nor will the state withhold any state or federal taxes except as required under applicable tax laws, which shall be determined in advance of execution of the Agreement. The Party understands that all tax returns required by the Internal Revenue Code and the State of Vermont, including but not limited to income, withholding, sales and use, and rooms and meals, must be filed by the Party, and information as to Agreement income will be provided by the State of Vermont to the Internal Revenue Service and the Vermont Department of Taxes.
6. **Independence, Liability:** The Party will act in an independent capacity and not as officers or employees of the State.

The Party shall defend the State and its officers and employees against all claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party. The State shall notify the Party in the event of any such claim or suit, and the Party shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit.

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

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

7. **Insurance:** Before commencing work on this Agreement the Party must provide certificates of insurance to show that the following minimum coverages are in effect. It is the responsibility of the Party to maintain current certificates of insurance on file with the state through the term of the Agreement. No warranty is made that the coverages and limits listed

herein are adequate to cover and protect the interests of the Party for the Party's operations. These are solely minimums that have been established to protect the interests of the State.

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

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

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

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

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

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

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

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

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

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

10. **Records Available for Audit:** The Party shall maintain all records pertaining to performance under this agreement. "Records" means any written or recorded information, regardless of physical form or characteristics, which is produced or acquired by the Party in

the performance of this agreement. Records produced or acquired in a machine readable electronic format shall be maintained in that format. The records described shall be made available at reasonable times during the period of the Agreement and for three years thereafter or for any period required by law for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

11. Fair Employment Practices and Americans with Disabilities Act: Party agrees to comply with the requirement of Title 21 V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable. Party shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990, as amended, that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the Party under this Agreement. Party further agrees to include this provision in all subcontracts.

12. Set Off: The State may set off any sums which the Party owes the State against any sums due the Party under this Agreement; provided, however, that any set off of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided hereinafter.

13. Taxes Due to the State:

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

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

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

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

with regard to support owed to any and all children residing in any other state or territory of the United States.

- 15. Sub-Agreements:** Party shall not assign, subcontract or subgrant the performance of this Agreement or any portion thereof to any other Party without the prior written approval of the State. Party also agrees to include in all subcontract or subgrant agreements a tax certification in accordance with paragraph 13 above.
- 16. No Gifts or Gratuities:** Party shall not give title or possession of any thing of substantial value (including property, currency, travel and/or education programs) to any officer or employee of the State during the term of this Agreement.
- 17. Copies:** All written reports prepared under this Agreement will be printed using both sides of the paper.
- 18. Certification Regarding Debarment:** Party certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, neither Party nor Party's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in federal programs, or programs supported in whole or in part by federal funds.

Party further certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, Party is not presently debarred, suspended, nor named on the State's debarment list at: <http://bgs.vermont.gov/purchasing/debarment>
- 19. Certification Regarding Use of State Funds:** In the case that Party is an employer and this Agreement is a State Funded Grant in excess of \$1,001, Party certifies that none of these State funds will be used to interfere with or restrain the exercise of Party's employee's rights with respect to unionization.

(End of Standard Provisions)