

STATE OF VERMONT  
CONTRACT AMENDMENT

It is hereby agreed by and between the State of Vermont, Green Mountain Care Board (the "State") and Onpoint Health Data, with a principal place of business in 75 Washington Avenue, Ste. 1E, Portland, Maine 04101 (the "Contractor") that the contract between them originally dated as of August 15, 2019, Contract # 38739, as amended to date, (the "Contract") is hereby amended as follows:

I. **Maximum Amount.** The maximum amount payable under the Contract, wherever such reference appears in the Contract, shall be changed from \$6,369,200.00 to \$7,585,800.00, representing an increase of \$1,216,600.00.

II. **Attachment A, Scope of Services.** The scope of services is amended as follows:

a. **Section 4.1.3, Key Project Staff of Attachment A is hereby modified:**

Delete: Dedicated Project Manager, Carolyn Conrad, Client Account Manager

Add: Dedicated Project Manager, Kate Davis, Client Account Manager

b. **Section 4.1.4 Key Project Staff Changes is hereby modified:**

Contractor shall not change the project assignment of Kate Davis, Janice Bourgault, Joanna Duncan, Corey Ramsey, Devon Holgate, Karl Finison, Jeff Cain, Sam Chick, Taylor Vaillancourt, and Sofia Trogu, for the period of project implementation. Contractor shall not change other members of Key Project Staff without providing the State written justification, a comprehensive transition plan and obtaining prior written approval of the State. State approvals for replacement of Key Project Staff will not be unreasonably withheld.

c. **Exhibit 3, Operational Tasks/Payment Schedule, State of Vermont Key Personnel is hereby deleted:**

David Glavin, Data and Reporting Project Manager, GMCB – Operations  
Contract Manager

Mary Kate Mohlman, Health Services Researcher, Blueprint for Health,  
Department for Vermont Health Access

**State of Vermont Key Personnel is hereby added:**

Jessica Mendizabal, GMCB - Director of Data Management, Analysis and  
Integrity

**d. Exhibit 3, Operational Tasks/Payment Schedule.****Task 17: Conditional Tasks for Blueprint are hereby added:**

Conditional tasks are only to be initiated, performed, and completed upon the written execution per the deliverables to be specified and agreed using the Delivery Expectation Document (DED) and Delivery Acceptance Form (DAF) model. See Attachment G. Examples of potential requests include the following:

- Blueprint Conversion of Risk Methodology for All-Payer Data Set from CRGs to Johns Hopkins ACG System. Payable upon completion and acceptance of methodology documentation as detailed in DED
- Data Linkage – Medicaid ACO PMPM file will contain person level demographic and capitation data by month. Payable upon completion and acceptance of results summary table as detailed in DED
- Data Linkage – Clinical Data Extract. Payable upon acceptance of linkage step down tables as detailed in DED
- Load Linked Data Sets
- Development of Analytic All-Payer Data Set (33% on fully signed DAF for Production of Blueprint Performance Payment Measures and 67% on fully signed DAF for Program Evaluation Annual Report)

Prior to initiating any work on ad hoc reporting, Onpoint will propose a methodology for performing the analysis, as well as a budget, and a timeline for completing the work. Onpoint will not begin working on any ad hoc reporting without written authorization from the State's contract manager. Ad hoc analyses may not exceed the dollar amount specified in Attachment B (Payment Provisions).

Although Onpoint has the expertise to conduct highly sophisticated studies, Onpoint also understands that straightforward methods and timely delivery are often key to relevance, and shall always seek simple and efficient solutions where available. In order to streamline the production of ad hoc studies without compromising other work, for each ad hoc task, Onpoint will designate a task leader who will work closely with the project manager and other key staff to fulfill ad hoc requests. The task leader shall be responsible for defining the goals and methods for each ad hoc report, discussing plans with the State and ensuring that Onpoint is authorized to proceed, completing studies, and preparing appropriate reports.

**e. Exhibit 5 and any references in Attachment A are hereby deleted.**

Specific measures will be selected and identified through Deliverable Expectation Documents (see Attachment G).

III. **Attachment B, Payment Provisions.** The payment provisions are amended as follows:

Attachment B is hereby deleted in its entirety and replaced by the revised payment schedule attached here.

IV. **Attachment G, Deliverable Expectation Document and Deliverable Acceptance Forms.**

Attachment G for the Blueprint are hereby added.

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-contracting/debarment>.

This document consists of 12 pages. Except as modified by this Amendment No. 3, all provisions of the Contract remain in full force and effect.

*[Remainder of Page Intentionally Left Blank]*

The signatures of the undersigned indicate that each has read and agrees to be bound by this Amendment to the Contract.

**STATE OF VERMONT**

**Onpoint Health Data**

**By:** \_\_\_\_\_  
DocuSigned by:

**By:** \_\_\_\_\_  
DocuSigned by:

**Name:** Kevin Mullin  
D90E402ABC744AF...

**Name:** [Signature]  
E1B266271DF6460...

**Title:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** 12/2/2021

**Date:** 12/2/2021

**ATTACHMENT B  
PAYMENT PROVISIONS**

The maximum dollar amount payable under this contract is not intended as any form of a guaranteed amount. The Contractor will be paid for products or services actually delivered or performed, as specified in Attachment A, up to the maximum allowable amount specified on page 1 of this contract. The payment schedule for services performed, and any additional reimbursements, are included in this Attachment. The following provisions specifying payment are:

1. Prior to commencement of work and release of any payments, Contractor shall submit to the State:
  - a. a certificate of insurance consistent with the requirements set forth in Attachment C, Section 8 (Insurance), and with any additional requirements for insurance as may be set forth elsewhere in this contract; and
  - b. a current IRS Form W-9 (signed within the last six months).
2. Payment terms are **Net 30** days from the date the State receives an error-free invoice with all necessary and complete supporting documentation. Payments for subcontractors, if any, will only be made upon approval (See Attachment C, #15).
3. The Contractor will be paid based on documentation and itemization of work performed and included in invoicing as required by 32 VSA §463. On a monthly basis, the Contractor shall submit a detailed invoice itemizing all work performed during the invoice period, including the dates of service and, where applicable, rates of pay, hours of work performed, and any other information and/or documentation appropriate and sufficient to substantiate the amount invoiced for payment by the State. All invoices must include the Contract # for this contract.

The maximum amount payable under the Ad Hoc tasks of this contract shall not exceed \$481,250.00 over five years. The State does not guarantee the assignment of any minimum number of hours or other work under this contract.

4. Invoices shall be submitted to the State at the following email address:  
[gmc.b.invoice@vermont.gov](mailto:gmc.b.invoice@vermont.gov)
5. Contractor shall submit invoices to the State upon State Acceptance of a deliverable in accordance with the schedule for delivered products, or rates for services performed set forth below:

**Table 1: Payment Schedule, Summary**

	Implementa- -tion Services	Fixed Cost, Monthly Fees	Payment Timing Based on GMCB Acceptance of Deliverable	Total Available for Ad Hoc Tasks	Total Available for Optional Tasks - Implementa- -tion	Total Available for Optional Tasks – Annual Fees	Annual Fees	Total Available for Blueprint Conditional Tasks	Total
	(Table 2)	(Table 3)	(Table 4)	(Table 5)	(Table 6)	(Table 6)	(Table 7)	(Table 8)	
Year 1	\$61,400	\$728,804	\$49,010				\$65,800	\$0	
Year 2		732,500	49,010				\$65,800	\$354,600	
Year 3		736,208	49,010				\$115,800	\$604,600	
Year 4		739,892	49,010				\$115,800	\$650,000	
Year 5		743,596	49,010				\$115,800	\$650,000	
<b>Total</b>	<b>\$61,400</b>	<b>\$3,681,000</b>	<b>\$245,050</b>	<b>\$482,350</b>	<b>\$297,000</b>	<b>\$80,800</b>	<b>\$479,000</b>	<b>\$2,259,200</b>	<b>\$7,585,800.00</b>

**Table 2: Payment Schedule, Implementation – Payable Upon GMCB Acceptance of Phases**

Task	Deliverable Date	Payment
<b>Transition Tasks Deliverable (Exhibit 2)</b> Update VT Medicare Data Submission to include All-Payer ACO claim fields		\$11,200
<b>Implementation (Exhibit 2)</b>		
Project Initiation		5,020
New Analytic Tools Implementation		5,020
Transition and Train Users to New Claims Data Manager (CDM)		10,040
Initial Analytic Enclave (AE) and Tableau Setup		10,040
BI Standard Reports, first five (5) reports		5,020
BI Standard Reports, second five (5) reports		5,020
Post Implementation Support		5,020
Project Close Out (Payment for 10% retainage for implementation is made)		5,020
<b>Total</b>		<b>\$50,200</b>
<b>Total</b>		<b>\$61,400</b>

<b>Table 3: Payment Schedule, Monthly Costs – invoiced the first of every month for prior month services</b>					
<b>License and Hosting Fees</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>
<b>Monthly Totals</b>					
Fixed:					
Enterprise Application: License Fees	\$16,667	\$16,667	\$16,667	\$16,667	\$16,667
Data Aggregation Services	27,867	28,175	28,484	28,791	29,100
Data Analytics Services	3,025	3,025	3,025	3,025	3,025
Variable:					
Business Intelligence (BI) Tool (Tableau)	1,175	1,175	1,175	1,175	1,175
Hosting Fees-Amazon Web Services (AWS) Analytic Enclave seats (Q=26-30)	12,000	12,000	12,000	12,000	12,000
<b>Total License and Hosting Fees</b>	<b>\$60,734</b>	<b>\$61,042</b>	<b>\$61,351</b>	<b>\$61,658</b>	<b>\$61,966</b>
<b>Annual Total</b>	<b>\$728,804</b>	<b>\$732,500</b>	<b>\$736,208</b>	<b>\$739,892</b>	<b>\$743,596</b>
<i>Retainage of 10% will be withheld from every monthly payment, then paid with payment for subsequent quarterly extract</i>					

<b>Table 4: Payment Schedule, Timing Based on GMCB Acceptance of Deliverable Tasks</b>		
<b>Task</b>	<b>Invoicing Frequency</b>	<b>Annual Total Amount</b>
Annual Registration Process (25% December, 25% January, 50% upon Acceptance of Annual Registration Report using DED and DAF)	See Left	\$11,200
Consolidated Claims Data Set (Extract) including Data Dictionary and other items that support the data. Payable upon GMCB acceptance of Extract and Task 10 Vulnerability Testing (DED, DAF)	Quarterly	\$21,000
Standard Reports Issued for Green Mountain Care Board (including monthly status reports, as detailed in the Project Plan)	Quarterly (tied to the extract)	\$16,810
<b>Total</b>		<b>\$49,010</b>

**Table 5: Ad Hoc**

Total available over contract term is \$482,350 at billable rates listed below.

Title	Project Role	Example Name	Billable Rate
Client Account Manager	Dedicated Project Manager	Kate Davis	\$175
Senior Director of Process and Product Development	Senior Advisor	Janice Bourgault, CPC	\$250
Chief Operations Officer	Operations Management, Client Support & Quality Assurance Lead	Joanna Duncan, PhD, CPC	\$250
Director of Software Engineering	Technical Infrastructure Lead & Data Security Officer	Devon Holgate	\$250
Director of Analytic Development	Analytic Solution Lead	Karl Finison, MA	\$250
DevOps Manager	System Development Lead	Jeff Cain	\$175
Senior Health Data Analyst	Data Analyst Lead	Jennifer Dodge	\$175
Operations Analyst	Dedicated Operations Analyst	Taylor Vaillancourt	\$125
Health Data Analyst II	Dedicated Data Analyst	Sofia Trogu	\$150

**Table 6: Payment Schedule for Conditional Tasks**

Task	Invoicing Frequency	Implementation Not to Exceed	Annual Not to Exceed Years 2-5
Task 6: Transition from Hashed to Live Identifiers – Initial Implementation	Per DED, DAF	\$62,500	N/A
Task 7: Rule Change and Redesign of Data Layout	Per DED, DAF	\$80,000	N/A
Task 8: Addition of Dental Eligibility and Claims Submissions. Implementation includes \$4,300 for one quarter cost. Annual ongoing cost = \$4,300 per quarter	Per DED, DAF	\$47,600	\$17,200
Task 9: Transition Tasks: Medicare Claim Submission and Extract Updates to Support the Vermont All-Payer ACO Model	N/A	N/A	N/A
Task 10: Vulnerability Testing	N/A	N/A	N/A
Task 11: Data Validation	(DED, DAF)	\$52,000	N/A
Task 12: Vital Statistics Integration	(DED, DAF)	\$54,900	\$3,000
Task 13: Intentionally Deleted (now covered in Task 17)		-	-
Task 14: Intentionally Deleted (now covered in Task 17)		-	-
Task 15: Load Linked Data Sets		N/A	N/A
Task 16: Intentionally Deleted (now covered in Task 17)		-	-
<b>Total</b>		\$297,000	\$20,200

Revision Date 12/10/18



	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>
Johns Hopkins ACG© System	\$65,800	\$65,800	\$65,800	\$65,800	\$65,800
The National Committee for Quality Assurance (NCQA) Certification Fees	\$0	\$0	\$50,000	\$50,000	\$50,000
<b>Total</b>	<b>\$65,800</b>	<b>\$65,800</b>	<b>\$115,800</b>	<b>\$115,800</b>	<b>\$115,800</b>

**Table 8: Blueprint-Specific Conditional Tasks**

The maximum total for Years 3-5 under Task 17 is \$1,904,600 at billable rates listed below.

	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>	<b>Total</b>
Blueprint	\$0	\$354,600	\$604,600	\$650,000	\$650,000	\$2,259,200

<b>Title</b>	<b>Project Role</b>	<b>Example Name</b>	<b>Billable Rate</b>
Client Account Manager	Dedicated Project Manager	Kate Davis	\$175
Senior Director Process and Product Development	Senior Advisor	Janice Bourgault, CPC	\$250
Chief Operations Officer	Operations Management, Client Support, & Quality Assurance Lead	Joanna Duncan, PhD, CPC	\$250
Director of Software Engineering	Technical Infrastructure Lead & Data Security Officer	Devon Holgate	\$250
Director of Analytic Development	Analytic Solution Lead	Karl Finison, MA	\$250
DevOps Manager	System Development Lead	Jeff Cain	\$175
Senior Health Data Analyst	Data Analyst Lead	Jennifer Dodge	\$175
Operations Analyst	Dedicated Operations Analyst	Taylor Vaillancourt	\$125
Health Data Analyst, II	Dedicated Data Analyst	Sofia Trogu	\$150

EXPENSES: The fee for services shall be inclusive of Contractor expenses.

RETAINAGE: Contractor agrees to a 10% retainage of the total cost of those services specified in Tables two (2) and three (3) above as being subject to retainage pending State's review, approval, and acceptance of Contractor's quarterly extract. The State shall determine retainage, including any withholding or proration, of the total cost of these services by determining whether Contractor's performance has met, to State's satisfaction, Contractor's requirements under Attachment A. Upon satisfactory completion of all services subject to retainage, Contractor shall submit a retainage statement to request funds withheld.

**ATTACHMENT G**

**Blueprint Deliverable Expectation Document**

DELIVERABLE INFORMATION	
<b>Client:</b>	
<b>Project:</b>	
<b>Initiated by:</b>	
<b>Date Initiated:</b>	
<b>Date Response Requested by:</b>	
<b>Deliverable Name:</b>	
<b>Deliverable Description:</b>	
<b>Deliverable Due Date:</b>	
<b>Deliverable Cost Estimate:</b>	<input type="checkbox"/> Fixed Cost Amount: _____ <input type="checkbox"/> Time and Materials (please complete Deliverables Cost Estimate Table)*
<b>Acceptance Criteria:</b>	
<b>File Name and Location</b>	
<b>Deliverable</b>	<input type="checkbox"/> Accepted <input type="checkbox"/> Accepted; Pending Open Item Resolution <input type="checkbox"/> Rejected

Acceptance of the deliverable is conditional upon the completion of the following open items by the date indicated under resolution date.

OPEN ITEMS	RESOLUTION DATE

The above deliverable has been reviewed by the State and, subject to the open items noted above, meets the objectives expressed by the State and Onpoint, as well as passes the acceptance criteria agreed by the State and Onpoint for this deliverable.

APPROVALS			
Printed Name	Title	Signature	Date

**\*Deliverables Cost Estimate Table**

<i>Title/Role</i>	<i>Hourly Rate</i>	<i>Est. Hours</i>	<i>Total Not to Exceed Price</i>
Total*			

## Blueprint Deliverable Acceptance Form

DELIVERABLE ACCEPTANCE FORM			
<b>Client Name:</b>			
<b>Project Name:</b>			
<b>Submitted for:</b>	<input type="checkbox"/> Partial Completion <input type="checkbox"/> Full Completion <input type="checkbox"/> OTHER		
TO BE COMPLETED BY SUBMITTER			
<b>Date Submitted:</b>	/ /	<b>Submitted by:</b>	
<b>Date Requested for Response:</b>	/ /		
<b>Submitter's email:</b>		<b>Submitter's Phone #</b>	- -
<b>Describe Milestones Achieved and Basis for Acceptance</b>			
<b>Defined Success Criteria:</b>			
<b>Signature</b>			<b>Title</b>
TO BE COMPLETED BY CLIENT			
<b>Date Returned:</b>	/ /		
<b>Returned by:</b>			
<b>Reviewers email:</b>	@ .	<b>Reviewer's Phone</b>	- -
<b>Action Taken:</b>	<input type="checkbox"/> Accept <input type="checkbox"/> Reject <input type="checkbox"/> OTHER:		
<b>If rejected, please indicate reason:</b>	<input type="checkbox"/> Supporting documents are incomplete <input type="checkbox"/> Project Management Team disagrees with information provided <input type="checkbox"/> More information is needed (see below) <input type="checkbox"/> Other (see below)		
<b>If rejected, other comments</b>	Submitter will address the reason(s) for this rejection and resubmit this form within ____ business days.		
<b>Other Comments, if any:</b>			
<b>Documents attached if any:</b>			
<b>Other:</b>			
<b>Authorized Signature</b>			<b>Title:</b>
<b>Authorized Signature</b>			<b>Title:</b>
DELIVERABLE ACCEPTANCE FORM			
<p>This is to certify Client's final approval of the above-described Milestone. Client has conducted all inspections, analysis, and testing necessary for it to make this final determination of acceptance. This Milestone has been completed in accord with all contractual requirements relating to the Milestone. As a result of this final acceptance of the Milestone, Client authorizes Onpoint to issue an invoice for the dollar amount of this certificate as set forth above, which amount shall be paid by the State in accordance with the payment terms of the above-referenced Contract between the parties. The individual signing this Certificate of Final Acceptance on behalf of Client does so with full authority to bind Client.</p>			