

**STATE OF VERMONT CONTRACT SUMMARY AND CERTIFICATION ----- Form AA-14 (1/8/2019)**

**Note: All sections must be completed. Incomplete forms will be returned to the originating department.**

**I. CONTRACT INFORMATION:**

**Agency/Department:** Green Mountain Care Board/ **Contract #:** 38739 **Amendment #:** 1  
**Vendor Name:** Onpoint Health Data **VISION Vendor No:** 286356  
**Vendor Address:** 75 Washington Ave., Ste 1E, Portland, ME 04101  
**Starting Date:** 8/15/19 **Ending Date:** 8/14/2024 **Amendment Date:** 11/20/2019  
**Summary of agreement or amendment:** Adding use of the John Hopkins ACG Grouper for full five year contract term

**II. FINANCIAL & ACCOUNTING INFORMATION**

**Maximum Payable:** \$4,948,800.00 **Prior Maximum:** \$ 4,619,800.00 **Prior Contract # (If Renewal):** 20229  
**Current Amendment:** \$329,000.00 **Cumulative amendments:** \$ **% Cumulative Change:**  
**Business Unit(s):** 3330; ; - [notes: ] **VISION Account(s):** ;  
**Estimated Funding Split:**  % GF  % SF  % EF  % Other (name)  
 % TF  % GC  % FF

**III. PROCUREMENT & PERFORMANCE INFORMATION**

**A. Identify applicable procurement process utilized.**  
 Standard Bid/RFP  Simplified  Sole Source (See B.)  Qualification Based Selection  Statutory  
**B. If Sole Source Contract, contract form includes self-certification language?**  Yes  N/A  
**C. Contract includes performance measures/guarantees to ensure the quality and/or results of the service?**  Yes  No

**IV. TYPE OF AGREEMENT (select all that apply)**

Personal Service  Construction  Arch/Eng.  Marketing  Info. Tech.  Prof. Service  
 Non-Personal Service  Retiree/Former SOV EE  Financial Trans  Zero-Dollar  Privatization  Other  
 Commodity

**V. SUITABILITY FOR CONTRACT FOR SERVICE**

Yes  No  n/a **Does this contract meet the determination of an Independent Contractor? If "NO", the contractor must be set up and paid on payroll through the VTHR system.**

**VI. CONTRACTING PLAN APPLICABLE**

**Is any element of this contract subject to a pre-approved Agency/Dept. Contracting Waiver Plan?**  Yes  No

**VII. CONFLICT OF INTEREST**

By signing below, I (Agency/Dept. Head) certify that no person able to control or influence award of this contract had a pecuniary interest in its award or performance, either personally or through a member of his or her household, family, or business.  
 Yes  No **Is there an "appearance" of a conflict of interest so that a reasonable person may conclude that this party was selected for improper reasons: (If yes, explain)**

**VIII. PRIOR APPROVALS REQUIRED OR REQUESTED**

Yes  No **Agreement must be Certified by the Attorney General under 3 V.S.A. § 342 (sign line #4 below)**  
 Yes  No **Attorney General review As To Form is required (\$25,000 and above) or otherwise requested:\_\_\_\_\_ (AAG initial)**  
 Yes  No **Agreement must be approved by the Secretary of ADS/CIO**  
 Yes  No **Agreement must be approved by the CMO: for Marketing services over \$25,000**  
 Yes  No **Agreement must be approved by Comm. Human Resources: for Privatization, Retirees, Former Employees, & if a Contract fails the IRS test.**  
 Yes  No **Agreement must be approved by the Secretary of Administration**

**IX. AGENCY/DEPARTMENT HEAD CERTIFICATION; APPROVAL**

*I have made reasonable inquiry as to the accuracy of the above information (sign in order):*

<b>1-Date</b>	<b>1-Agency/Department Head</b>			<b>2-Date</b>	<b>2-Agency Secretary (if required)</b>	
<b>3a-Date</b>	<b>3a-CIO</b>	<b>3b-Date</b>	<b>3b-CMO</b>	<b>3c-Date</b>	<b>3c-Commissioner DHR</b>	
<b>4-Date</b>	<b>4-Attorney General</b>			<b>5-Date</b>	<b>5-Secretary of Administration</b>	

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 \$4,619,800.00 to \$4,948,800.00, representing an increase of \$329,000.00.
- II. **Attachment A, Scope of Services.** The scope of services is amended as follows:

Section 4.1.6 of Attachment A is amended to read: "The State acknowledges and understands that Contractor will enter into a third party contracts with the following subcontractors for the performance of services under this contract: Tableau and Johns Hopkins ACG© System. Contractor shall deliver a copy of all such third party contracts to the State for review upon request. The State hereby consents to the use by Contractor of these subcontractors, provided however that any such consent is not deemed acceptance of the terms of any subcontracts by the State."

- 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. The change is the addition of \$65,800 per year for the Johns Hopkins ACG© System.

**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 8 pages. Except as modified by this Amendment No. 1, 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:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Name:** \_\_\_\_\_

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

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

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**REVISED 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 \$356,250.00 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:  
[gmcb.invoice@vermont.gov](mailto:gmcb.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:

	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 - Implement ation	Total Available for Optional Tasks – Annual Dental Fees	Fixed Cost, Annual Fee, Johns Hopkins ACG© System	Total
	(Table 2)	(Table 3)	(Table 4)	(Table 5)	(Table 6)	(Table 6)	(Table 7)	
Year 1	\$61,400	\$728,804	\$49,010				\$65,800	
Year 2		732,500	49,010				\$65,800	
Year 3		736,208	49,010				\$65,800	
Year 4		739,892	49,010				\$65,800	
Year 5		743,596	49,010				\$65,800	
<b>Total</b>	<b>\$61,400</b>	<b>\$3,681,000</b>	<b>\$245,050</b>	<b>\$356,250</b>	<b>\$190,100</b>	<b>\$86,000</b>	<b>\$329,000</b>	<b>\$4,948,800</b>

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>Subtotal for Implementation</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>

<b>Table 5: Ad Hoc</b>			
Total available over contract term is \$356,250 at billable rates listed below.			
<b>Title</b>	<b>Project Role</b>	<b>Example Name</b>	<b>Billable Rate</b>
Client Account Manager	Dedicated Project Manager	Carolyn Conrad	\$175
Senior Director of Client Services	Lead Client Support	Janice Bourgault, CPC	\$250
Director of Data Analytics & Operations	Operations Management & Quality Assurance Lead	Joanna Duncan, PhD, CPC	\$250
Chief Information Officer	Technical Infrastructure Lead & Data Security Officer	Jeff Stoddard, HCISPP	\$250
Director of Analytic Development	Analytic Solution Lead	Karl Finison, MA	\$250
Lead Systems Developer	System Development Lead	Jeff Cain	\$175
Senior Health Data Analyst	Data Analyst Lead	Katherine Lydon, MPH	\$175
Operations Analyst	Dedicated Operations Analyst	Dawn Hamlin	\$125
Health Data Analyst	Dedicated Data Analyst	Adam Bakopolus	\$150

<b>Table 6: Payment Schedule for Conditional Tasks</b>			
<b>Task</b>	<b>Invoicing Frequency</b>	<b>Implementation Not to Exceed</b>	<b>Annual Not to Exceed</b>
Task 6: Transition from Hashed to Live Identifiers – Initial Implementation	Per DED, DAF	\$62,500	\$0
Task 7: Rule Change and Redesign of Data Layout	Per DED, DAF	\$80,000	\$0
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
<b>Total</b>		<b>\$190,100</b>	<b>\$17,200</b>

<b>Table 7: Payment Schedule Johns Hopkins ACG© System, Annual Costs – invoiced annually during the month of this amendment</b>					
	<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

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.