

## **DATA SERVICES AGREEMENT**

This Data Services Agreement (the “Agreement”) is entered into this 27<sup>th</sup> day of October, 2016 (the “Effective Date”) by and between the Oregon Health & Science University, an Oregon statutory public corporation having its principal place of business at 3181 SW Sam Jackson Park Rd., Portland, OR 97239-3011 (“OHSU”) and Onpoint Health Data, a Maine nonprofit corporation located at 254 Commercial Street, Suite 257, Portland, ME 04101 (“Onpoint”).

### **RECITALS**

A. OHSU and the State of Washington, acting by and through the Office of Financial Management (“OFM”), are parties to a contract effective October 5, 2016 (the “Prime Contract”) pursuant to which OHSU has been engaged to perform certain services relating to the implementation and ongoing operation of the Washington All Payer Health Care Claims Database;

B. OHSU desires to engage Onpoint as a subcontractor to perform certain data management and reporting services that OHSU is obligated to perform under the Prime Contract, and Onpoint is willing to perform such services for OHSU under the terms and conditions set forth below in this Agreement.

### **AGREEMENT**

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements contained herein, the sufficiency of which is expressly acknowledged, the parties agree as follows:

1. **DEFINITIONS.**

1.1. Capitalized terms used herein shall have the same meaning as specified in the Prime Contract.

1.2. “**Onpoint Preexisting Material**” means proprietary products, software, methods, devices or the like delivered by Onpoint to fulfill its obligations under this Agreement. Onpoint Preexisting Material does not originate from this Agreement but may be incorporated into or be required to properly support deliverables under this Agreement. Onpoint Preexisting Material may be owned by Onpoint or a third party that has given permission for its use hereunder.

2. **SERVICES; LICENSE.**

2.1. During the term of this Agreement, Onpoint agrees to perform the services described in the Statement of Work attached hereto as **Exhibit A**, as amended or updated from time to time by mutual agreement of the parties in writing (the “Services”), all in accordance with the timeframes and procedures outlined therein, and described in any subsequent Statements of Work that are agreed to by the parties in a signed writing.

2.2. Under the Prime Contract, OHSU shall act as prime contractor and Onpoint shall act as a subcontractor to OHSU. Onpoint acknowledges and agrees that OHSU has the exclusive right and authority to manage the Prime Contract and to take all actions that it considers necessary in its sole discretion to carry out its obligations thereunder. OHSU acknowledges and agrees that it is solely responsible and liable for its obligations under the Prime Contract. Nothing in this Section 2.2 is intended to or does limit the obligations of Onpoint under this Agreement, including the Statement of Work.

2.3. Subject to the terms, conditions and limitations of this Agreement, and provided that OHSU is not in material default, Onpoint hereby grants to OHSU the non-exclusive, non-transferable right and license during the term of the Agreement to: (a) permit Authorized Users to access and use the Onpoint System for

the purposes contemplated herein; which Authorized Users will be permitted by Onpoint to use the Onpoint System; and (b) use, reproduce and distribute copies of the Onpoint CDM Documentation solely in support of OHSU's, OFM's and Data Suppliers' use of the Onpoint System. OHSU shall not (i) use the Onpoint System in any manner which is not expressly authorized by this Agreement or which violates any applicable law; (ii) copy or reproduce the Onpoint System, in whole or in part; (iii) modify, translate or create derivative works of the Onpoint System; (iv) reverse engineer, decompile, disassemble or otherwise reduce the Onpoint System to source code form; (v) distribute, sublicense, assign, share, timeshare, sell, rent, lease, grant a security interest in, use for service bureau purposes or otherwise transfer the Onpoint System or OHSU's, OFM's and Data Suppliers' right to access and use the Onpoint System; or (vi) remove or modify any copyright, trademark or other proprietary notice of the Onpoint System or its licensors. ALL RIGHTS NOT EXPRESSLY GRANTED HEREUNDER ARE RESERVED TO ONPOINT AND ITS LICENSORS.

### 3. **FEES AND PAYMENT.**

3.1. OHSU will pay Onpoint the fees for the Services set forth in the Statement of Work attached hereto as **Exhibit A** in accordance with the payment terms contained therein.

3.2. Onpoint may charge a late fee on all past due amounts at the rate of 1.0% per month or, if lower, the maximum rate permitted by applicable law. OHSU shall pay all of Onpoint's costs and expenses (including reasonable attorneys' and auditors' fees) if legal action is required to collect outstanding balances or to enforce any of Onpoint's other rights hereunder or at law. Payment will not be considered late if payment is deposited electronically in Onpoint's bank account or if a check or warrant is postmarked within thirty (30) calendar days of acceptance of the Services or receipt of Onpoint's properly prepared invoice, whichever is later. OHSU shall submit to OFM without delay any requests for acceptance review and work diligently to advance the acceptance process and facilitate expeditious resolution of any acceptance requests that are denied.

3.3. If applicable, with each invoice for payment and within twenty (20) days of OHSU's request, Onpoint shall provide OHSU an Affidavit of Amounts Paid. The Affidavit of Amounts Paid shall either state that Onpoint still maintains its MWBE certification, or state that its Subcontractor(s) still maintain(s) its/their MWBE certification(s) and specify the amounts paid to each certified MWBE Subcontractor under this Agreement. Onpoint shall maintain records supporting the Affidavit of Amounts Paid in accordance with this Agreement's Review of Onpoint's Records section set forth in Exhibit C to this Agreement.

3.4. Onpoint shall refund to OHSU the full amount of any erroneous payment or overpayment under this Agreement within thirty (30) days' written notice. If Onpoint fails to make timely refund, OHSU may charge Onpoint one percent (1%) per month on the amount due, until paid in full.

3.5. OHSU and Onpoint are each responsible for paying taxes applicable to their respective activities and deliverables under this Agreement. Onpoint is responsible for coordinating and becoming informed on its tax responsibility in Washington related to the goods or services provided under this contract. As necessary, Onpoint shall complete registration with the Washington State Department of Revenue and be responsible for payment of all taxes due on payments made under this Agreement. All payments accrued on account of payroll taxes, unemployment contributions, any other taxes, insurance, or other expenses for Onpoint or Onpoint's staff shall be Onpoint's sole responsibility.

### 4. **CONFIDENTIALITY.**

4.1. In performing its obligations under the terms of this Agreement, each party may request access to and receive from the other party certain "Confidential Information". Each party shall not disclose to any third party, or use for any purpose, the other party's Confidential Information, other than (i) as contemplated under this Agreement, (ii) pursuant to applicable law, (iii) with the other party's prior written approval; (iv)

the disclosure is to an employee, agent, consultant or contractor of OHSU (including, without limitation, its legal and accounting advisors), to the extent necessary for legal or regulatory compliance purposes or internal pricing comparison purposes. Each party agrees to return to the other party all of the other party's Confidential Information, and reproductions thereof, whether prepared by it or others, which are in its possession immediately upon request and in any event upon termination of this Agreement.

4.2. "Confidential Information" means information of a non-public nature that is known or used by a party, including but not limited to technical documentation, specifications, software, computer programs, or other materials embodying trade secrets, product information, or technical or business information of such party; Onpoint's Confidential Information includes the Onpoint System, and OHSU's Confidential Information includes the Claims Data and any derivative data; provided that "Confidential Information" does not include (1) ideas and information which, at the time of disclosure, are in the public domain or which, after disclosure, become part of the public domain through publication or otherwise through no fault of the disclosing party; (2) ideas and information which the disclosing party can show are lawfully in its possession at the time of disclosure and were not acquired, directly or indirectly, from the non-disclosing party or any of its affiliates; (3) ideas and information which are legitimately furnished to the disclosing party as a matter of right and without a binder of confidentiality from a third party; or (4) ideas and information developed independently and which the disclosing party can show by contemporaneous records were developed without reference to Confidential Information received from the other party or any of its affiliates.

4.3. The parties agree that in the event of such use or disclosure the non-violating party may seek injunctive relief in a court of competent jurisdiction. The provisions of this Section will survive termination of this Agreement.

## 5. **WARRANTIES AND DISCLAIMER.**

5.1. Onpoint represents and warrants that: (i) it has facilities, personnel, experience and expertise sufficient in quality and quantity to perform the Services as described in the Statement of Work, (ii) it shall deliver the Services in the time periods set forth in the Statement of Work, (iii) it shall perform all the Services in a professional and workmanlike manner, and (iv) its management shall establish appropriate quality assurance, quality controls and review procedures sufficient to allow Onpoint to deliver the Services as set forth in the Statement of Work.

5.2. Onpoint represents and warrants to OHSU that the Onpoint System will substantially conform in all material respects to the specifications set forth in the Onpoint CDM Documentation and the Statement of Work when operated and used as recommended in the Onpoint CDM Documentation and in accordance with this Agreement.

5.3. Onpoint hereby affirms, under penalty of perjury, that to the best of Onpoint's knowledge, Onpoint is not in violation of any of the tax laws described in ORS 305.380(4).

5.4. Onpoint represents and warrants that as of the date of this Agreement and during the term of this Agreement neither Onpoint, nor its employees or agents has or will violate chapter 42.52 RCW, Ethics in Public Service, or any other laws regarding ethics in public acquisitions and procurement and performance of contracts. A breach of this warranty shall be deemed a material breach of this Agreement.

5.5. OHSU represents and warrants that it has obtained all consents and/or authorizations required, if any, for Onpoint to perform its obligations hereunder and for the use and disclosure of information as permitted under this Agreement.

5.6. Any written commitment by Onpoint within the scope of this Agreement shall be binding upon Onpoint. Failure of Onpoint to fulfill such a commitment may constitute breach and shall render Onpoint liable

for damages under the terms of this Agreement. For purposes of this section, a commitment by Onpoint includes: (i) Prices, discounts, and options committed to remain in force over a specified period of time; and (ii) any warranty or representation made by Onpoint in its Response and Final Submission or contained in any Onpoint or manufacturer publications, written materials, schedules, charts, diagrams, tables, descriptions, other written representations, recorded presentations and any other communication medium accompanying or referred to in its Response or used to effect the sale to OFM.

5.7. EXCEPT FOR THE WARRANTIES EXPRESSLY SET FORTH IN THIS AGREEMENT, ONPOINT AND ITS SUPPLIERS AND LICENSORS DISCLAIM ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE SYSTEM WILL OPERATE ERROR-FREE OR UNINTERRUPTED AND ANY IMPLIED OR EXPRESS WARRANTIES ARISING FROM TRADE USAGE OR COURSE OF DEALING.

6. **INSURANCE.**

6.1. Onpoint shall obtain and maintain the insurance policy referenced in **Exhibit B** attached hereto.

7. **OWNERSHIP RIGHTS.**

7.1. The Onpoint System as well as any other Onpoint Preexisting Material or Proprietary Information are and shall remain the sole and exclusive property of Onpoint. For the avoidance of doubt, no right, title or interest to the Onpoint System, including, without limitation, Improvements, is granted or otherwise transferred by Onpoint to OHSU pursuant to this Agreement, provided that, subject to the terms and conditions of this Agreement, OHSU shall have those rights to use the Onpoint System as set forth in Section 2.3. OHSU shall cooperate with Onpoint in protecting the copyrights, patents, trademarks, trade secrets and other proprietary rights of Onpoint relating to the Onpoint System.

7.2. Notwithstanding any other term of this Agreement, each of the Data Suppliers shall retain all rights in and to their respective Claims Data. To the maximum extent permitted under the Prime Contract, OHSU hereby grants to Onpoint, a nonexclusive license to import and use the Claims Data necessary to provide Services as described in the Statement of Work. Onpoint is prohibited from utilizing the Claims Data in any manner, including the use of de-identified Claims Data for any purpose or use other than as permitted under the Subcontractor Business Associate Agreement or for providing the Services pursuant to this Agreement.

7.3. Except for the license expressly set forth in Section 2.3, in no event shall OHSU's use of the Onpoint System vest in OHSU any ownership or similar rights or interests in or to the Onpoint System.

7.4. Nothing in the Agreement shall be construed to prohibit or limit Onpoint from performing services for other clients, or from using any intangible, general know-how acquired by Onpoint during the course of providing services under the Agreement and retained by Onpoint.

7.5. Notwithstanding anything to the contrary in this Agreement, OHSU shall retain all rights in and to all reports and analyses of such Claims Data, and any and all software code developed by OHSU or third parties and provided to Onpoint for use in connection with the Onpoint System.

7.6. To the extent Onpoint produces any Work Product, Onpoint agrees that the Work Product shall be considered a work made for hire under the U.S. Copyright Act, 17 U.S.C. §101 et seq, and shall be owned by OFM. Ownership includes the right to copyright, patent, register and the ability to transfer these rights. If for any reason the Work Product would not technically be considered a work made for hire under applicable law, and when the parties recognize and agree that OFM ownership is intended under this

Agreement, Onpoint assigns and transfers to OFM the entire right, title and interest in and to all rights in the Work Product and any registrations and copyright applications relating thereto and any renewals and extensions thereof. Onpoint shall execute all documents and perform such other proper acts as OFM may deem necessary to secure for OFM the rights pursuant to this section. Onpoint shall not use or in any manner disseminate any Work Product to any third party, or represent in any way Onpoint ownership in any Work Product, without the prior written permission of OFM. Onpoint shall take all reasonable steps necessary to ensure that its agents, employees, or Subcontractors shall not copy or disclose, transmit or perform any Work Product or any portion thereof, in any form, to any third party.

7.7. If Onpoint Preexisting Material is incorporated into any Work Product, such Work Product shall be expressly called out in a Statement of Work, and Onpoint will include a nonexclusive, royalty-free, irrevocable license for OFM to publish, translate, deliver, perform, display, and dispose of such Onpoint Preexisting Material, and to authorize others to do so except that such license shall be limited to the extent to which Onpoint has a right to grant such a license. For the avoidance of doubt, the Data Submission Guide constitutes Work Product and incorporates Onpoint Preexisting Material, and Onpoint agrees that OFM shall have a license (as described in the preceding sentence) to such Onpoint Preexisting Material to the extent such Onpoint Preexisting Material is incorporated in the Data Submission Guide.

7.8. Ownership of data supplied to Onpoint by Data Suppliers as required by chapter 43.371 RCW shall not pass to OHSU, Onpoint or any other Subcontractor.

## 8. INDEMNIFICATION.

8.1. Except for claims relating to intellectual property infringement, which are governed exclusively by the provisions of Section 38 of Exhibit C hereto, each party to this Agreement (the “indemnifying party”) shall defend, indemnify and save harmless the other party, its officers, employees, or agents, or Subcontractors, their officers, employees, or agents (collectively, the “indemnified parties”) from and against any claims by third parties for any or all injuries to persons or damage to property of such third parties arising from intentional, willful or negligent acts or omissions of the indemnifying party, its officers, employees, or agents, or Subcontractors, their officers, employees, or agents. The indemnifying party’s obligation to defend, indemnify and save harmless the indemnified parties shall not be eliminated or reduced by any alleged negligence of the indemnified parties.

8.2. The indemnified parties shall notify the indemnifying party in writing promptly after they become aware of any third party claim threatened or brought against any indemnified parties that the indemnified parties reasonably believe may trigger an obligation of indemnifying party pursuant to this Section 8, provided that any delay or failure to so notify shall not affect any indemnified party’s rights to indemnification hereunder unless, and then only to the extent that, the indemnifying party has been materially prejudiced thereby. Onpoint and OHSU will cooperate in defending any such third party claim, reserving until resolution of each third party claim any issues between them concerning allocation of responsibility, liability or obligations to indemnify such third party claim. Except to the extent necessary to preserve claims against each other, Onpoint and OHSU will present a united defense to such third party claim. All issues relating to whether the third party claim is covered by this Section, or the relative responsibility, liability or culpability of Onpoint and OHSU for such third party claim, will be resolved in a separate proceeding after the third party claim is resolved. The parties acknowledge and agree that any statute of limitations relating to claims, actions or causes of action between each other under this Section relating to a third party claim will be tolled during the pendency of such third party claim.

8.3. Nothing in this Section 8 shall limit, impair or otherwise affect either party’s rights under applicable law for a breach by the other party of any of its representations, warranties, covenants or agreements under this Agreement.

8.4. SECTION 38 OF EXHIBIT C STATES THE SOLE AND EXCLUSIVE REMEDY OF OHSU FOR ANY ALLEGED INTELLECTUAL PROPERTY INFRINGEMENT AND IS IN LIEU OF ALL WARRANTIES, EXPRESS OR IMPLIED, IN REGARD THERETO.

9. **LIMITATION OF LIABILITY.**

9.1. The parties agree that neither Onpoint nor OHSU shall be liable to each other, regardless of the form of action, for consequential, incidental, indirect, or special damages except a claim related to bodily injury or death, or a claim or demand based on data breach, patent, copyright, or other intellectual property right infringement, in which case liability shall be as set forth elsewhere in this Agreement. This section does not modify any sections regarding liquidated damages, if any, or any other conditions as are elsewhere agreed to herein between the parties. Notwithstanding anything to the contrary in this Agreement, the parties agree that neither Onpoint nor OHSU shall be liable to each other, regardless of the form of action, for any damages, costs or expenses of any type or nature arising from the acts or omissions of any Data Supplier.

9.2. Except as provided in this subsection 9.2, each party's maximum cumulative liability for all damages, costs or expenses of any type or nature recoverable under law or contract arising out of or relating to this Agreement is limited to the total amount of payments paid or payable to Onpoint under this Agreement; provided that this limitation shall not apply to a party's (i) indemnification obligations under Section 8; or (ii) gross negligence or willful misconduct.

10. **TERM/TERMINATION.**

10.1. This Agreement shall commence on the Effective Date and continue for an initial period ending on October 5, 2021 (the "Initial Term"), unless terminated earlier in accordance with the provisions of this Agreement. This Agreement shall terminate at the expiration of the Initial Term, unless the parties mutually agree in writing to extend this Agreement.

10.2. Either party may terminate this Agreement upon written notice to the other party if the other party materially breaches this Agreement and fails to correct the breach within thirty (30) days following written notice specifying the breach. If the failure or violation is not corrected, this Agreement may be terminated immediately by written notice from the aggrieved party to the other party. OHSU reserves the right to suspend all or part of the Agreement, withhold further payments, or prohibit Onpoint from incurring additional obligations of funds during investigation of any alleged Onpoint compliance breach and pending corrective action by Onpoint or a decision by OHSU to terminate the Agreement.

10.3. This Agreement shall automatically terminate upon termination of the Prime Contract for any reason, unless this Agreement is assigned in accordance with Section 16.5 of this Agreement. In the event that OFM terminates the Prime Contract for default by OHSU and elects to pursue remedies pursuant to Section 53 of the Prime Contract, Onpoint shall be liable for damages OHSU will owe OFM for such default (including, but not limited to all administrative costs directly related to the replacement of the Prime Contract, such as costs of competitive bidding, mailing, advertising, applicable fees, charges or penalties, and staff time costs) to the extent such damages are directly attributable to Onpoint's breach of this Agreement. Any claim made by OFM against OHSU that OHSU reasonably believes may trigger an obligation of Onpoint pursuant to this Section 10.3 shall be treated as a third-party claim and subject to the terms and conditions set forth in Section 8.2 herein.

10.4. OHSU shall have the right to deduct from any monies due to Onpoint, or that thereafter become due, an amount for damages that OHSU will owe OFM for such default.

10.5. Within thirty (30) days of termination of this Agreement for any reason, OHSU shall remit payment in full to Onpoint for all undisputed amounts due pursuant to the terms of this Agreement up to and through the date of termination.

10.6. Upon termination of this Agreement, Onpoint shall, at OHSU's sole discretion, transfer to OHSU or OHSU's designee the Claims Data not already transferred or destroy all Claims Data in its possession or under its control to the extent feasible.

10.7. If Onpoint fails to perform any substantial obligation under this Agreement, OHSU shall give Onpoint written notice of such Failure to Perform. If after thirty (30) calendar days from the date of the written notice Onpoint still has not performed, then OHSU may withhold all monies due and payable to Onpoint directly related to the Failure to Perform unless such Failure to Perform is substantially interrelated to other Onpoint performance under this Agreement. Withholding monies as set forth in this provision shall be without penalty to OHSU, and may continue at OHSU's option until such Failure to Perform is cured or otherwise resolved. In the event the parties disagree on whether the Failure to Perform is "substantially interrelated" as set forth above, it will be considered by the parties to be a dispute and will be handled under the Disputes provision of this Agreement.

10.8. Upon expiration or termination of this Agreement, Onpoint shall follow any procedures OFM specifies in OFM's Notice of Termination. In addition, upon expiration or termination of this Agreement, regardless of the reason for such termination, Onpoint shall assist OHSU in an orderly transition to a new data vendor. Or, in the case of termination of the program, Onpoint will assist OHSU in winding down the activities under this Agreement. Such assistance from Onpoint will include, but not be limited to:

- a) At a minimum, delivering an extract of the data in the database,
- b) At OFM request, destroying any data in the database or otherwise in the possession of Onpoint other than any data acquired by Onpoint as a result a data request and consistent with any obligations under a data use agreement.
- c) In coordination with OFM, developing a transition plan to include documenting roles and responsibilities for winding down the program activities, if appropriate.
- d) Negotiating any substantial additional services necessary to facilitate transition or wind down activities and associated costs beyond provision of a data extract and transition plan.

10.9. OHSU, in addition to any other rights provided in this Agreement, may require Onpoint to deliver to OFM any property or Work Product specifically produced or acquired for the performance of such part of this Agreement as has not been terminated. The Prime Contract section titled Treatment of Assets shall apply in such property transfer.

10.10. Unless otherwise provided herein, OHSU shall pay to Onpoint the agreed-upon price, if separately stated, for the Services received by OHSU, provided that in no event shall OHSU pay to Onpoint an amount greater than Onpoint would have been entitled to if this Agreement had not been terminated. Failure to agree with such determination shall be a dispute within the meaning of the Disputes section of this Agreement. OHSU may withhold from any amounts due Onpoint such sum as OHSU determines to be necessary to protect OHSU from potential loss or liability.

10.11. Onpoint shall pay amounts due OHSU as the result of termination, if any, within twenty (20) calendar days of notice of amounts due. If Onpoint fails to make timely payment, OHSU may charge interest on the amounts due at one percent (1%) per month until paid in full.

## 11. **PRIVACY REQUIREMENTS**

11.1. The parties understand and acknowledge that Data Suppliers will supply data to the WA-APCD in order to comply with the requirements of chapter 43.371 RCW and OFM rule.

11.2. Data released from the WA-APCD shall be de-identified using best practices as defined by applicable industry standards for the information technology industry unless explicitly required or allowed otherwise.

11.3. Encryption: All Confidential Information, including but not limited to patient claims data, shall be encrypted in transmission from the Data Supplier source to the WA-APCD, at rest in the database or other data facility maintained by Onpoint, and when retransmitted to Data Requestors authorized to receive such information. All personal information maintained in researcher or third party databases shall be encrypted at rest, and shall be encrypted in transmission.

11.4. Patient Information: Any personal Health Care information provided is considered Confidential Information under this Agreement and when included in any data set, with respect to the functions of both OHSU and Onpoint, shall protect such information as set forth in this Agreement relating to access to data by third parties where the patient has not specifically authorized the sharing of such data with the applicable third party.

11.5. Requesters: Requesters qualified by OHSU to receive data from the WA-APCD shall be subject to the following requirements: a) Agreement to adhere to the Security Requirements for the WA-APCD; b) Agreement to adhere to the Privacy Requirements for the WA-APCD; c) Agreement to a Confidentiality Agreement, which shall include provisions for indemnification in the case of data loss or data breach.

## 12. **SECURITY REQUIREMENTS**

12.1. Safeguarding Confidential Information - Onpoint represents and warrants that its collection, access, use, storage, disposal and disclosure of Confidential Information does and will comply with all applicable federal, state and data protection laws, as well as all other applicable federal or state regulations and directives.

12.2. Onpoint shall implement administrative, physical and technical safeguards to protect Confidential Information that are no less rigorous than accepted industry practices including the International Organization for Standardization's standards ISO-IEC 27002:2013 – Code of Practice for International Security Management, the Control Objectives for Information and related Technology (COBIT) standards and the current State of Washington Office of the Chief Information Officer (OCIO) IT Security Policy and Standards (OCIO 141.10) relating to Securing Information Technology Assets Standards, and shall ensure that all such safeguards, including the manner in which Confidential Information is collected, accessed, used, stored, processed, disposed of and disclosed, comply with applicable federal or state data protection and privacy laws, as well as the terms and conditions of this Contract.

12.3. Onpoint agrees to designate an individual responsible for compliance with the terms of the OCIO Security Standards for the duration of this Agreement.

12.4. On or before commencement of any data release from the WA-APCD, subject to Onpoint's reasonable security controls, Onpoint will provide the following documentation of compliance with all applicable security policies and standards as outlined in this document:

- e) Documentation of organizational security program outlining its security policies and practices, which conform to those outlined and required in this Agreement,
- f) Results of compliance audits including findings and mitigations, and expected compliance date,
- g) Incident response plan developed and updated from time to time in conjunction with OHSU and OFM. The Plan will include data breach notification procedures to OHSU and OFM.



Such plan will, at a minimum, define data breach and document related protocols, roles and responsibilities of each party for management of communication and notification processes.

- h) Documented communication plan regarding breach notification including notification to the State of Washington Chief Information Officer (CIO) and State Chief Information Security Officer (CISO), and
- i) Statement on Standards for Attestation Agreements (SSAE) No. 16 Service Organization Control 2 (SOC 2) Type II audit report.
- j) Without limiting any other rights or remedies of OHSU under this Agreement, Onpoint shall reimburse OHSU for "Data Breach Mitigation Costs." "Data Breach Mitigation Costs" means, if the Security Incident is caused by a breach by Onpoint of any obligations under this Agreement, (1) reasonable costs and expenses incurred by OHSU in connection with notifying affected persons that information about them was subject to a Security Incident; and (2) providing affected persons with reasonably appropriate credit monitoring services for up to two (2) years, if providing such credit monitoring services is reasonably appropriate to prevent fraud on the affected persons from the Security Incident.

12.5 At least once every three years, Onpoint shall conduct site audits of the information technology and information security controls for all facilities used in complying with its obligations, including, but not limited to, obtaining a network-level vulnerability assessment performed by a recognized third-party audit firm based on the recognized industry best practices. Upon OHSU's request Onpoint shall make available to OHSU and OFM or their respective agents for review the following, at no expense to OHSU or OFM: Onpoint's latest HITRUST Common Security Framework (CSF) report and latest Statement on Standards for Attestation Engagements (SSAE) No. 16 Service Organization Control 2 (SOC 2) Type II audit report covering Onpoint's third party data center. OHSU shall treat such audit reports as Onpoint's Confidential Information under this Agreement, provided, that such information will be disclosed to OFM. Any exceptions noted on the SSAE report or other audit reports must be promptly addressed with the development and implementation of a corrective action plan by OHSU and Onpoint.

### 13. **ADDITIONAL PROVISIONS RELATING TO OFM**

13.1. While on OFM's premises, Onpoint, its agent, employees, or Subcontractors shall conform in all respects with physical, fire, or other security regulations.

13.2. Upon OFM's written request to confirm OHSU and Onpoint's compliance with the Prime Contract or in compliance with OFM rules or OCIO IT security standards, as well as any applicable laws, regulations and industry standards, OHSU and Onpoint jointly and severally grant OFM or, upon OFM's election, a third party on its behalf, permission to perform, at OFM's expense, an assessment, audit, examination or review of all controls in Onpoint's physical and/or technical environment in relation to all Confidential Information being handled and/or services being provided pursuant to this Agreement. Onpoint shall fully cooperate with such assessment by providing access to knowledgeable personnel, physical premises, documentation, infrastructure and application software that processes, stores or transports Confidential Information pursuant to this Agreement. In addition, upon OFM's written request, Onpoint shall provide OFM with the results of any audit by or on behalf of Onpoint performed that assesses the effectiveness of Onpoint's information security program as relevant to the security and confidentiality of Confidential Information shared during the course of this Agreement.

13.3. Onpoint shall actively assist OHSU in complying with and actively assisting OFM in complying with all federal grant funding requirements that involve OHSU cooperation, to the extent such requirements involve Onpoint Services.

13.4. In compliance with chapter 39.26 RCW, Onpoint shall provide access to data generated under this Agreement to OFM, to the Joint Legislative Audit and Review Committee, and to the State Auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of Onpoint's reports, including computer models and methodologies for those models. Such access shall not include data in unprocessed form contained in the WA-APCD as required by chapter 43.371 RCW.

#### 14. **DISPUTES; ATTORNEYS' FEES; COSTS; REMEDIES**

14.1. In the event a bona fide dispute concerning a question of fact arises between OHSU and Onpoint and it cannot be resolved between the parties, either party may initiate the dispute resolution procedure provided herein.

(a) The initiating party shall reduce its description of the dispute to writing and deliver it to the responding party. The responding party shall respond in writing within three (3) Business Days. The initiating party shall have three (3) Business Days to review the response. If after this review a resolution cannot be reached, both parties shall have twenty-one (21) Business Days to negotiate in good faith to resolve the dispute.

1. If the dispute cannot be resolved after twenty-one (21) Business Days, a Dispute Resolution Panel may be requested in writing by either party who shall also identify the first panel member. Within three (3) Business Days of receipt of the request, the other party will designate a panel member. Those two panel members will appoint a third individual to the Dispute Resolution Panel within the next three (3) Business Days.
2. The Dispute Resolution Panel will act as neutral 3<sup>rd</sup> party facilitators and will review the written descriptions of the dispute, gather additional information as needed, and facilitate the parties in resolution of the dispute in the shortest practical time.
3. Each party shall bear the cost for its panel member and share equally the cost of the third panel member.

(b) Both parties agree to exercise good faith in dispute resolution and to settle disputes prior to using a Dispute Resolution Panel whenever possible. Neither party shall commence litigation against the other before the Dispute Resolution Panel has issued its decision on the matter in dispute.

(c) OHSU and Onpoint agree that, the existence of a dispute notwithstanding, they will continue without delay to carry out all their respective responsibilities under this Agreement that are not affected by the dispute.

(d) If the subject of the dispute is the amount due and payable by OHSU for Products, Services or Work Product being provided by Onpoint, Onpoint shall continue providing Products, Services or Work Product pending resolution of the dispute provided OHSU pays Onpoint the amount OHSU, in good faith, believes is due and payable, and places in escrow the difference between such amount and the amount Onpoint, in good faith, believes is due and payable.

14.2. Except as provided in Section 3.2 of this Agreement, if any litigation is brought to enforce any term, condition, or section of this Contract, or as a result of this Contract in any way, each party shall be responsible for its own attorneys' fees together with expenses and costs incurred with such litigation, including necessary fees, costs, and expenses for services rendered at both trial and appellate levels, as well as subsequent to judgment in obtaining execution thereof. In the event that the parties engage in mediation or any other alternative dispute resolution forum to resolve a dispute in lieu of litigation, both parties shall share equally in the cost of the alternative dispute resolution method, including cost of mediator or arbitrator. In addition, each

party shall be responsible for its own attorneys' fees incurred as a result of the alternative dispute resolution method.

14.3. The remedies provided for in this Contract shall not be exclusive but are in addition to all other remedies available under law.

15. **FORCE MAJEURE**

15.1. Neither party shall be liable for damages arising from causes beyond its reasonable control and without its fault or negligence. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of a governmental body other than OHSU acting in either its sovereign or contractual capacity, war, explosions, fires, floods, earthquakes, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the delays must be beyond the reasonable control and without the fault or negligence of the relevant party or its Subcontractors.

15.2. If delays are caused by a Subcontractor without its fault or negligence, Onpoint shall not be liable for damages for such delays, unless the Services to be performed were obtainable on comparable terms from other sources in sufficient time to permit Onpoint to meet its required performance schedule.

16. **MISCELLANEOUS.**

16.1. Onpoint acknowledges that it is engaged as an independent contractor and not as an employee of OHSU, and as such Onpoint is not authorized to act on behalf of OHSU and shall exercise Onpoint's own professional judgment and shall control the manner in which Services are performed subject only to the terms of this Agreement.

16.2. Neither Onpoint nor OHSU will use the image, trade or service marks, likeness, logos or any other distinguishing feature of the other party or any employee of the other party, without the prior written consent of an authorized representative of the other party.

16.3. Onpoint warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon any agreement or understanding for a commission, percentage, brokerage, or contingent fee, *except* bona fide employees or a bona fide established commercial or selling agency of Onpoint. In the event Onpoint breaches this section, OHSU shall have the right to either annul this Agreement without liability to OHSU, or, in OHSU's discretion, deduct from payments due to Onpoint, or otherwise recover from Onpoint, the full amount of such commission, percentage, brokerage, or contingent fee.

16.4. This Agreement may not be assigned by either party without the prior written consent of the other party, and any proposed assignment without such prior written consent shall be void; provided that no such consent is required for assignment to a party's successor in interest or any entity acquiring all or substantially all of the assets of such party and provided further that any such assignment shall not operate to relieve a party of any of its duties and obligations hereunder, nor shall such assignment affect any remedies available to a party that may arise from any breach of this Agreement.

16.5. Notwithstanding anything to the contrary in Section 16.4, in the event the Prime Contract is canceled or terminated, this Agreement may be unilaterally assigned to OFM, in which event OFM will assume all obligations of OHSU under this Agreement. OFM will have the right to unilaterally submit notice of such assignment to Onpoint and OHSU. Further, OFM shall incur no liabilities that have accrued to OHSU in its activities related to fulfillment of its role under the Prime Contract prior to the date of the assignment. By its signature on this Agreement, Onpoint shall be deemed to accept such unilateral assignment.

16.6. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of and be enforceable by and against the successors and assigns of the parties hereto.

16.7. If any provision of this Agreement is held to be unenforceable for any reason, the remainder of this Agreement shall, nevertheless, remain in full force and effect.

16.8. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon, without regard to its rules as to conflicts of laws.

16.9. The failure of either party hereto to enforce at any time any of the provisions or terms of this Agreement, or any rights in respect thereof, or the exercise of or failure to exercise by either party any rights or any of its elections herein provided, shall in no way be considered to be a waiver of such provisions, terms, rights or elections or in any way to affect the validity of this Agreement.

16.10. OFM is the intended third party beneficiary of this Agreement. Except as set forth in this Section 16.9, this Agreement is not intended to confer any rights or remedies upon any third party.

16.11. Any notices relating to this Agreement shall be in writing and shall be sent by certified United States mail, postage prepaid, return receipt requested, or by overnight courier service, addressed to the party as follows, or at a different address as the party has notified the other party in writing:

**If to Onpoint:**

James  
President/CEO

Oregon Health & Science University  
Onpoint  
Data

3181 SW Sam Jackson Park Rd.  
254 Commercial St,  
257

Portland, OR 97239-3011  
Portland, ME 04101

**If to OHSU:**

Harrison, Oregon Health & Science University  
3181 SW Sam Jackson Park Rd.  
Portland, OR 97239-3011

Health

Suite

with a copy to:  
Oregon Health & Science University  
Attention: Contracting Services Group  
3930 SW Macadam Ave.  
Mail Code: MC 104  
Portland, OR 97239

16.12. Onpoint agrees to be bound by the terms in the Prime Contract which OHSU is expressly required to flow down to Data Vendor in this Agreement (the "Flow-Down Provisions") pursuant to Section 32 of the Prime Contract. The Flow-Down Provisions are fully set forth in their entirety in **Exhibit C** attached hereto.

16.13. All transactions executed and Services provided pursuant to the authority of this Agreement shall be bound by all of the terms, conditions, prices set forth herein, notwithstanding the expiration of the initial term of this Agreement or any extension thereof. Further, the terms, conditions and warranties contained

in this Agreement that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Agreement shall so survive. In addition, the terms of the sections 3.4, 4, 5, 7, 11, 12, 13.4, 14 and each of the provisions set forth in Exhibit C to this Agreement shall survive the termination of this Contract.

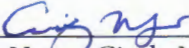
16.14. This Agreement, together with the exhibits attached hereto, constitutes the entire understanding between the parties with respect to the subject matter hereof, superseding all prior agreements and understandings, whether written or oral. This Agreement may only be amended in a writing executed by the parties hereto.


16.15. This Agreement may be signed in one (1) or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument.

**IN WITNESS WHEREOF**, the parties hereto have duly executed and delivered this Agreement on the date first written above.

**OREGON HEALTH & SCIENCE  
UNIVERSITY**

**ONPOINT HEALTH DATA**

By:   
Print Name: Cindy Nguyen  
Its: Senior Contracts Specialist  
Date: 10/27/16

By:   
Print Name: James Harrison  
Its: President/CEO  
Date: 10/27/2016

**EXHIBIT A**  
**Statement of Work**

Onpoint Health Data

Onpoint Health Data (Onpoint) has been contracted with Oregon Health and Science University (OHSU) to serve as the Data Vendor for OHSU’s contract with Washington State’s Office of Financial Management (OFM) on the Washington State All-Payer Health Care Claims Database (WA-APCD).

The WA-APCD must improve health care transparency to:

- I. Assist patients, providers, and hospitals to make informed choices about care
- II. Enable providers, hospitals, and communities to improve by benchmarking their performance against that of others by focusing on best practices
- III. Enable purchasers to identify value, build expectations into their purchasing strategy, and reward improvements over time
- IV. Promote competition based on quality and cost

Onpoint has more than two decades’ experience successfully implementing all-payer claims databases across the country. Their market-leading data integration solution, Onpoint CDM (Claims Data Manager), encompasses leading data integration technology, end-to-end quality assurance procedures, expert analytic enrichment, and technical staff with the knowledge and experience to effectively address client needs and meet the technical requirements of the WA-APCD Statement of Work.

During this contract Onpoint shall complete the following tasks and deliverables. The work shall be completed during the October 5, 2016, through February 28, 2019, grant-funded cycles.

<b>DELIVERABLES BY PROJECT STAGE</b>			
<b>OFM SOW 1 Activity 0: Provide Subject Matter Expertise Planning and Design (\$93,400)</b>			
The Lead Organization shall complete the following to help establish the WA-APCD:			
<ul style="list-style-type: none"> <li>• Provide subject matter expertise to assist OFM with the WA-APCD rule-making process</li> <li>• Develop the Data Submission Guide</li> <li>• Plan activities to prepare for the establishment of the Lead Organization and Data Vendor administration and infrastructure and the WA-APCD system</li> <li>• Work to inform and create the design details of the WA-APCD system and functions</li> <li>• Build relationships and begin market identification</li> </ul>			
<b>OFM #</b>	<b>Deliverable</b>	<b>Deliverable Description</b>	<b>Fee</b>
0-1 #1	<b>APCD Subject Matter Expertise: Procedures to ensure compliance with state and federal privacy laws</b>  Approach: <ul style="list-style-type: none"> <li>• Engage with OFM and the WA-APCD advisory committees with</li> </ul>	Deliverables include: <ul style="list-style-type: none"> <li>• Providing information, insight, and expertise during the time of rule-making activities as required in the form of document review,</li> </ul>	\$8,063

	<p>regard to the WA rule-making process, providing information and insights based on industry standards and established experience implementing APCDs.</p> <ul style="list-style-type: none"> <li>○ Specifically to develop the procedure to ensure compliance with state and federal privacy laws</li> </ul> <ul style="list-style-type: none"> <li>● Define and determine current state and federal privacy laws</li> </ul>	<p>technical guidance, and operational input</p> <ul style="list-style-type: none"> <li>● Procedures for ensuring compliance with state and federal privacy laws</li> </ul>	
0-1 #2	<p><b>APCD Subject Matter Expertise: Procedures to ensure secure collection and storage of data submitted by data suppliers</b></p> <p>Approach:</p> <ul style="list-style-type: none"> <li>● Engage with OFM and the WA-APCD advisory committees with regard to the WA rule-making process, providing information and insights based on industry standards and established experience implementing APCDs <ul style="list-style-type: none"> <li>○ Specifically to develop the procedure to ensure compliance with secure collection and storage of data submitted by data suppliers</li> </ul> </li> <li>● Work with data suppliers to determine best way to perform data transfers</li> <li>● Define and determine best practices in data collection and storage of data</li> </ul>	<p>Deliverables include:</p> <ul style="list-style-type: none"> <li>● Providing information, insight, and expertise during the time of rule-making activities as required in the form of document review, technical guidance, and operational input</li> <li>● Procedures for ensuring that all data received from data suppliers are securely collected and stored in compliance with state and federal laws</li> </ul>	\$8,063
0-1 #3	<p><b>APCD Subject Matter Expertise: Format for the calculation and display of aggregate cost data (Optional Encounter data)</b></p> <p>Approach:</p> <ul style="list-style-type: none"> <li>● Engage with OFM and the WA-APCD advisory committees with regard to the WA rule-making process, providing information and insights based on industry standards and established experience implementing APCDs</li> </ul>	<p>Deliverables Include:</p> <ul style="list-style-type: none"> <li>● Providing information, insight, and expertise during the time of rule-making activities as required in the form of document review, technical guidance, and operational input</li> <li>● Phase 3 Best Practices <ul style="list-style-type: none"> <li>○ Format for the calculation and display of aggregate cost</li> </ul> </li> </ul>	\$8,064

	<ul style="list-style-type: none"> <li>○ Specifically to develop format for the calculation and display of aggregate cost data and provide ongoing operational expertise (optional encounter data)</li> <li>● Define criteria to guide data release requirements that safeguard proprietary financial information</li> <li>● Define requirements to aggregate cost data and to compute cost information</li> <li>● Define data requestor categories and eligible data products per statute/rules</li> <li>● Define requirements for ongoing operational expertise including the optional encounter data</li> </ul>	<p>data consistent with this chapter that will prevent the disclosure or determination of proprietary financial information</p> <ul style="list-style-type: none"> <li>○ Ongoing operational expertise (optional encounter data)</li> </ul>	
0-2	<p><b>WA-APCD Data Submission Guide</b></p> <p>Approach:</p> <ul style="list-style-type: none"> <li>● Develop a data submission guide, starting with Onpoint’s base template, with input from WA State that conforms with the rules and meets anticipated analytic use cases in alignment with industry best practices and the new national uniform standard being developed by NAHDO</li> </ul>	<p>Deliverable Includes:</p> <ul style="list-style-type: none"> <li>● Completed Data Submission Guide (DSG)</li> <li>● Notification to data submitters of the DSG (provides the start of their 60-day window before test submissions must begin)</li> <li>● Registration notification to the data submitters as required in the Washington State Administrative Code (WAC) 82-75-040</li> <li>● The Data Submission Guide constitutes Onpoint’s Preexisting Material such as the data submission guide template that contains standard operating procedures and field mappings to national standards</li> </ul>	\$30,910
0-3 # 1	<p><b>Completed Planning Activities and Document(s): Completed Stakeholder Management Plan</b></p> <p>Approach:</p>	<p>Deliverables Include:</p> <ul style="list-style-type: none"> <li>● Support and subject matter expertise on the stakeholder management plan</li> </ul>	\$12,100



	<ul style="list-style-type: none"> <li>Participate in meetings and provide input as requested by CHSE and OFM regarding draft data use policies, procedures, processes, and templates</li> </ul>		
0-4	<p><b>Completed Design Activities and Document(s)</b></p> <p>Approach:</p> <ul style="list-style-type: none"> <li>Review requirements for Onpoint CDM updates in accordance with the established WA-APCD data submission guide and state-approved completeness thresholds</li> <li>Document requirements for any needed Onpoint CDM configuration updates for the WA-APCD implementation</li> </ul>	<p>Deliverables Include:</p> <ul style="list-style-type: none"> <li>Mapping of the WA-APCD data submission guide to Onpoint CDM's warehouse fields</li> <li>Establishment and documentation of WA-APCD completeness thresholds</li> <li>Establishment and documentation of WA-APCD-specific data quality thresholds</li> <li>Establishment and tuning of field-specific validations for the WA-APCD</li> </ul>	\$26,200
<p><b>OFM SOW 1 Activity 1: Establish and Convene Advisory Committees (\$9,600)</b></p> <p>Establish two WA-APCD Advisory Committees</p> <ul style="list-style-type: none"> <li>Data Policy Advisory Committee – whose purpose is to provide advice on data policy development</li> <li>Data Release Advisory Committee – whose purpose is to help establish a data release process consistent with the requirements of the WA-APCD law and to provide advice regarding formal data release requests</li> </ul>			
<b>OFM #</b>	<b>Deliverable</b>	<b>Deliverable Description</b>	<b>Fee</b>
1-1	<p><b>Data Policy Advisory Committee</b></p> <p>Approach:</p> <ul style="list-style-type: none"> <li>Participate in meetings and provide input as requested by CHSE and OFM regarding draft policies for the Data Policy Advisory Committee</li> </ul>	<p>Deliverable Includes:</p> <ul style="list-style-type: none"> <li>Support and subject matter expertise in support of the Data Policy Advisory Committee</li> </ul>	\$4,800
1-2	<p><b>Data Release Advisory Committee</b></p> <p>Approach:</p> <ul style="list-style-type: none"> <li>Participate in meetings and provide input as requested by CHSE and OFM regarding draft policies for the Data Release Advisory Committee</li> </ul>	<p>Deliverable Includes:</p> <ul style="list-style-type: none"> <li>Support and subject matter expertise in support of the Data Policy Release Committee</li> </ul>	\$4,800

**OFM SOW 1 Activity 2: Establish the data submissions process (\$414,387)**

Establish a secure data submission process for Data Submitters to submit claims and data files to the WA-APCD

OFM #	Deliverable	Deliverable Description	Fee
2-1	<p><b>Establish the data submissions process</b></p> <p>Approach:</p> <ul style="list-style-type: none"> <li>• Leverage Onpoint’s existing software as a service data submission (SaaS) system and process</li> <li>• Leverage Onpoint’s existing Onpoint CDM (Claims Data Manager) online portal, both public and secure sides, for use by Washington’s data suppliers, including credentialing, using passwords, menu options, and posted reference files</li> <li>• Design, configure, and test collection and validation systems in conformance with the Data Submission Guide                             <ul style="list-style-type: none"> <li>○ Conduct thresholds and data quality validations</li> </ul> </li> <li>• Set up and configure Onpoint’s Secure File Transfer Protocol (SFTP) system for data submitters</li> <li>• Exchange PGP keys with data submitters</li> <li>• Conduct SFTP testing process with data submitters</li> <li>• Organize and conduct data submitter orientation meetings                             <ul style="list-style-type: none"> <li>○ Several planned orientation meetings will be scheduled for data submitters to sign up for</li> <li>○ Individual orientation meetings will be offered to those who cannot make the planned meetings</li> <li>○ Orientation meetings will provide an end-to-end explanation of the process, including registration, credentials, how to submit data, reporting in the</li> </ul> </li> </ul>	<p>Deliverable Includes:</p> <ul style="list-style-type: none"> <li>• Final designed, configured, and tested collection and data submission processes</li> <li>• Onpoint CDM’s online portal updated and configured for WA-APCD</li> <li>• Accepted test results from the thresholds and data quality validations</li> <li>• Completed SFTP test process – demonstrated by the operational process with 1 submitter</li> <li>• Completed planned orientation meetings</li> <li>• Offering of individual orientation meetings</li> </ul>	\$414,387

	secure system, and how they will be supported when following the process		
<b>OFM SOW 1 Activity 3: Establish the WA-APCD System and Documentation (\$86,675)</b>			
Establish the WA-APCD system technical architecture and mechanisms to:			
<ul style="list-style-type: none"> <li>• Collect, transfer, and stage data</li> <li>• Cleanse and perform quality assurance of data</li> <li>• Identity match, longitudinalize, and assign unique identifiers</li> <li>• Load and store data</li> <li>• Create and maintain a master provider roster</li> <li>• Ensure security and privacy of the data and the system</li> <li>• Back up and recover data</li> <li>• Conduct business intelligence</li> <li>• Retrieve data</li> <li>• Create and maintain system documentation</li> </ul>			
<b>OFM #</b>	<b>Deliverable</b>	<b>Deliverable Description</b>	<b>Fee</b>
3-1	<b>Operational WA-APCD system and functions</b>  Approach: <ul style="list-style-type: none"> <li>• Leverage Onpoint’s existing CDM software as a service (SaaS)</li> <li>• Map and test the finalized WA-APCD data layout for data collection by Onpoint CDM</li> <li>• Process test files to verify that the WA-APCD configuration, including load thresholds and data quality validation, is functioning correctly</li> <li>• Verify that test data submitted for the WA-APCD is being accurately processed through established QA procedures</li> <li>• Verify that Onpoint CDM’s suite of data reports is functioning for WA-APCD test submissions</li> </ul>	Deliverable Includes: <ul style="list-style-type: none"> <li>• Operational WA-APCD system and functions as demonstrated by validation of Onpoint’s CDM applications and infrastructure for receipt processing and organization of WA-APCD data</li> <li>• Running test data according to the mapping</li> <li>• Validations and all quality assurance are working</li> <li>• Reporting for WA is functional</li> <li>• A sample file has moved all the way through end to end</li> <li>• Reports demonstrating the expected outcomes</li> <li>• Establish back-up and recovery procedures, including a regular testing of restore procedures</li> </ul>	\$43,338
3-2	<b>System documentation</b>	Deliverable Includes: <ul style="list-style-type: none"> <li>• Documentation that offers an overview of the</li> </ul>	\$43,337

	<p>Approach:</p> <ul style="list-style-type: none"> <li>• Leverage Onpoint’s existing CDM software as a service (SaaS)</li> <li>• Map and test the finalized WA-APCD data layout for data collection by Onpoint CDM</li> <li>• Process test files to verify that the WA-APCD configuration, including load thresholds and data quality validation, is functioning correctly</li> <li>• Verify that test data submitted for the WA-APCD is being accurately processed through established QA procedures</li> <li>• Verify that Onpoint CDM’s suite of data reports is functioning for WA-APCD test submissions</li> </ul>	<p>data validation and processing functionality of Onpoint CDM (provided by Onpoint)</p>	
<p><b>OFM SOW 1 Activity 4a: Collect and Load Historical Claims Data from Submitters – Group 1 Suppliers (\$95,150)</b></p> <p>Collect, cleanse, identity match, de-identify, and load public and commercial historical claims data into the WA-APCD using the processes and mechanisms established</p>			
OFM #	Deliverable	Deliverable Description	Fee
4a-1	<p><b>Collect and Load Historical Claims Data from Submitters – Group 1 Suppliers</b></p> <p>Approach:</p> <ul style="list-style-type: none"> <li>• Define submitters for Group 1</li> <li>• Verify inclusion of health-plan-specific codes in relevant reference tables (working with submitters ahead of time to collect specific codes)</li> <li>• Verify application for individual submitter variances and waivers (making sure that as files come in they are matched against state’s approved thresholds, putting in temporary waivers where necessary)</li> <li>• Identify and test data consolidation algorithms</li> <li>• Verify that data is meeting expectations and that roll-ups of adjusted claims look correct <ul style="list-style-type: none"> <li>○ If not, investigate the results with the health plan to either</li> </ul> </li> </ul>	<p>Deliverable Includes:</p> <ul style="list-style-type: none"> <li>• Reports documenting that the Group 1 data has been submitted and loaded <ul style="list-style-type: none"> <li>○ For example, this may be a data completeness report showing files that have moved through the system successfully, have paused, have failed, are overdue, are non-applicable, etc.; this may also include the number of covered lives and total number of claims</li> </ul> </li> <li>• Group 1 submitter status report</li> </ul>	\$95,150

	<p>correct their reporting of adjusted claims or update Onpoint’s algorithms to accommodate the health plan consolidation method</p> <ul style="list-style-type: none"> <li>• Process submitted data through Onpoint’s CDM data checks and validations, including updating the master patient and provider indices</li> <li>• Initiate submission and process health plan test files</li> <li>• Initiate submission of the historical data (that meet the rules timeframe)</li> <li>• Grant and process waivers, extensions, and variances and issue notices of non-compliance</li> <li>• Track submitter status</li> <li>• Produce a submitter status update on a regular basis for the Lead Organization and OFM, indicating the compliance status of all Group 1 submitters</li> </ul>		
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**OFM SOW 1 Activity 4b: Collect and Load Historical Claims Data from Submitters – Group 2 Suppliers & Voluntary Data Suppliers (\$85,000)**

Collect, cleanse, identity match, de-identify, and load public and commercial historical claims data into the WA-APCD using the processes and mechanisms established

Includes a request to self-insured organizations for voluntary submission of their claims data to the WA-APCD

<b>OFM #</b>	<b>Deliverable</b>	<b>Deliverable Description</b>	<b>Fee</b>
4b-1	<p><b>Submitted Group 2 Historical Claims Data loaded and processed for all Group 2 Suppliers received by the established due date for their historical submissions</b></p> <p>Approach:</p> <ul style="list-style-type: none"> <li>• Define submitters for Group 2</li> <li>• Verify inclusion of health-plan-specific codes in relevant reference tables (working with submitters ahead of time to collect specific codes)</li> <li>• Verify the application of individual submitter variances and waivers (making sure that as files come in they are matched against state’s approved thresholds, putting in</li> </ul>	<p>Deliverable Includes:</p> <ul style="list-style-type: none"> <li>• Reports documenting that the Group 2 data has been submitted and loaded <ul style="list-style-type: none"> <li>○ For example, this may be a data completeness report showing files that have moved through the system successfully, have paused, have failed, are overdue, are non-applicable, etc.; this may also include the number of</li> </ul> </li> </ul>	\$85,000

	<p>temporary waivers where necessary)</p> <ul style="list-style-type: none"> <li>• Identify and test data consolidation algorithms</li> <li>• Verify that data is meeting expectations and that roll-ups into adjusted claims look correct <ul style="list-style-type: none"> <li>○ If not, investigate the results with the health plan to either correct their reporting of adjusted claims or update Onpoint's algorithms to accommodate the health plan consolidation method</li> </ul> </li> <li>• Initiate submission and process health plan test files</li> <li>• Initiate submission of the historical data (that meet the rules timeframe)</li> <li>• Process submitted data through Onpoint CDM's data checks and validations, including updating the master patient and provider indices</li> <li>• Grant and process waivers, extensions, and variances and issue notices of non-compliance</li> <li>• Track submitter status</li> <li>• Produce a final submitter status report for the Lead Organization and OFM indicating compliance, indicating the compliance status of all Group 1 submitters</li> </ul>	<p>covered lives and total claims</p> <ul style="list-style-type: none"> <li>• Final Group 2 submitter status report</li> </ul>	
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**OFM SOW 1 Activity 4c: Enhanced Data Collection (\$1,094,975)**

Enhance the data collection in the WA-APCD

<b>OFM #</b>	<b>Deliverable</b>	<b>Deliverable Description</b>	<b>Fee</b>
4c-1	<p><b>Mapping and Integration of Medicare Data</b></p> <p>Approach:</p> <ul style="list-style-type: none"> <li>• Onpoint will receive and map extracts of Medicare files from the U.S. Centers for Medicare &amp; Medicaid Services (CMS)</li> <li>• Onpoint will incorporate Medicare member data into the WA-APCD</li> <li>• Onpoint will convert CMS-supplied identifiers to conform to WA-APCD specifications</li> </ul>	<p>Deliverable Includes:</p> <ul style="list-style-type: none"> <li>• The receipt and mapping of Medicare files</li> <li>• The intake and integration of Medicare eligibility and claims data into the WA-APCD</li> <li>• The incorporation of Medicare member and provider data into the WA-APCD master patient and provider indices</li> </ul>	\$29,750

	<ul style="list-style-type: none"> <li>Onpoint will test mapped Medicare files for integrity and conformity with WA-APCD standards</li> <li>Onpoint will incorporate mapped Medicare data for inclusion in the WA-APCD</li> <li>Onpoint will provide master patient and provider index assignment services for the integration of Medicare data</li> <li>As needed and in accordance with the final contracted terms, Onpoint will store any files in their original format pursuant to the State’s agreement with CMS (TBD)</li> </ul>		
4c-2	<p><b>Provider-to-Practice Roster</b></p> <p>Approach:</p> <ul style="list-style-type: none"> <li>Onpoint will license LexisNexis’s ProviderPoint Solution to assist in the building and maintaining of an updated, reliable “source of truth” for provider-to-practice attribution and other organization affiliation data</li> <li>Onpoint will build a practice registry service by connecting the WA-APCD master provider index with the attributes supplied by LexisNexis, including practice affiliation and location <ul style="list-style-type: none"> <li>Attributes include a confidence score that reflects the volume and breadth of trusted resources for the provider/organization</li> </ul> </li> <li>This practice registry or provider-to-practice roster will be used to complete the attribution of a member to practice</li> </ul>	<p>Deliverable Includes:</p> <ul style="list-style-type: none"> <li>Signed contract with LexisNexis to receive a twice-yearly updated file linking Washington providers to practices</li> <li>The receipt and intake of the provider file from LexisNexis</li> <li>The incorporation of the provider information into the WA-APCD data warehouse for attribution and updating the WA-APCD master provider index</li> </ul>	\$219,000
4c-3	<p><b>Provider Attribution</b></p> <p>Approach:</p> <ul style="list-style-type: none"> <li>Onpoint will collect member- and provider-related data from WA-APCD data suppliers</li> </ul>	<p>Deliverable Includes:</p> <ul style="list-style-type: none"> <li>Development, testing, and implementation of claims-based member-to-provider attribution using an algorithm based on Evaluation and Management codes, taxonomy codes, and a</li> </ul>	\$219,000

	<ul style="list-style-type: none"> <li>Onpoint will integrate the multi-source provider-related data into a consolidated data warehouse</li> <li>Onpoint will perform claims-based member-to-provider attribution using an algorithm based on Evaluation and Management codes, primary care taxonomy codes as reported by the National Plan Provider Enumeration System (NPPEs), and a hierarchical step-down based on pluralities of visits and other related factors available in the claims data</li> <li>Onpoint will perform provider-to-practice attribution using a series of algorithms that will further enable member-to-practice attribution</li> </ul>	<p>hierarchical step-down algorithm</p> <ul style="list-style-type: none"> <li>Development, testing, and implementation of provider-to-practice attribution using information from submitted provider data and LexisNexis</li> </ul>	
4c-4	<p><b>Application of Groupers (Diagnosis, Procedure, Episode, Risk Scoring)</b></p> <p>Approach:</p> <ul style="list-style-type: none"> <li>Third-party groupers licensed to Onpoint and planned for use to fortify the WA-APCD data prior to generation of the public reporting deliverables and the Washington State Common Measure Set for Health Care Quality &amp; Cost include: <ul style="list-style-type: none"> <li>3M Clinical Risk Groups (CRGs)</li> <li>CMS All Patient Refined Diagnosis-Related Groups (APR-DRGs)</li> <li>CMS Medicare Severity Diagnosis-Related Groups (MS-DRGs)</li> <li>CMS Ambulatory Payment Classifications (APCs)</li> <li>3M Patient-Focused Episodes (PFEs)</li> </ul> </li> </ul>	<p>Deliverable Includes:</p> <ul style="list-style-type: none"> <li>The enhancement of the submitted WA-APCD data using the following groupers to facilitate analytic use cases and measures production: <ul style="list-style-type: none"> <li>CMS Medicare Severity Diagnosis Related Groups (MS-DRGs)</li> <li>CMS All Patient Refined Diagnosis Related Groups (APR-DRGs)</li> <li>CMS Ambulatory Payment Classifications (APCs)</li> <li>3M Clinical Risk Groups (CRGs)</li> <li>3M Patient-Focused Episodes (PFEs)</li> </ul> </li> </ul>	\$448,725
4c-5	<p><b>End-User Documentation, Training, and Support</b></p> <p>Approach:</p>	<p>Deliverable Includes:</p> <ul style="list-style-type: none"> <li>Ongoing ad hoc support for OFM and WA-APCD users</li> </ul>	\$89,250



	<ul style="list-style-type: none"> <li>• In an effort to share its knowledge of APCD data and its inherent limitations, Onpoint will provide a range of support and training activities in an effort to transfer this knowledge to WA-APCD end users. This includes: <ul style="list-style-type: none"> <li>○ Ongoing ad hoc support</li> <li>○ Twice yearly data user Boot Camps that include: <ul style="list-style-type: none"> <li>▪ Intensive and activity-filled training sessions</li> <li>▪ Establishing a common knowledge base for the experienced data user and the newcomer alike</li> <li>▪ Agendas and topics designed with OFM and stakeholder input</li> </ul> </li> <li>○ Data User Group meeting support</li> <li>○ Expanded documentation and supplementary reference materials, including data dictionaries and FAQs</li> <li>○ 24/7 access to a Washington APCD Collaboration Zone that is a Washington-specific SharePoint site to support a growing, vibrant user community; the collaboration site will include updated documentation, frequently asked questions, meeting agendas and notes, and other artifacts in support of the WA-APCD program</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• Twice-yearly data user Boot Camp training sessions</li> <li>• WA-APCD Data User Group meeting support</li> <li>• Online access to support documentation, including the Data Submission Guide, FAQs, and the data dictionary</li> <li>• 24/7 access to a WA-APCD Collaboration Zone using Microsoft SharePoint</li> </ul>	
4c-6	<p><b>Integration of Non-Claims Data Sources</b></p> <p>Approach: The approach to the integration of non-claims data sources recognizes that a lack of specificity around the data sources themselves and their quantity, volume, and</p>	<p>Deliverable Includes:</p> <ul style="list-style-type: none"> <li>• Integration of the following possible data sources, in summary level format, for purposes of generating performance measures: PRAMS,</li> </ul>	\$89,250

	<p>underlying data quality make it difficult to estimate resource requirements and determine the feasibility of their integration for reporting. To reasonably limit the scope of work associated with non-claims data source integration, this activity includes:</p> <ul style="list-style-type: none"> <li>• The following possible data sources for purposes of generating performance measures: PRAMS, BRFSS, NCQA Survey, NCQA Registry, WA Department of Health, and WA Immunization Information System (WA IIS); Onpoint assumes that it will not take in unit record data but will be provided summary denominator/numerator/rates by the statewide, county, health plan, practice, stratifications required</li> <li>• Onpoint will be responsible for integrating HCAHPS hospital survey data from CMS to create ratings of hospitals on patient experience, quality of care, and safety of care</li> <li>• Onpoint has assumed that measures involving clinical data will be provided by the health plans, WA Department of Health, or another source as summary denominator/numerator rates by the statewide, county, health plan, medical group stratifications required; Onpoint has not budgeted to take in a person-level clinical database (e.g., EHR, clinical registry) or made any assumptions about the acquisition of clinical data that may be required for some measures that are based on either clinical data entirely or a combination of clinical and claims data</li> </ul>	<p>BRFSS, NCQA Survey, NCQA Registry, WA Department of Health, and WA Immunization Information System (WA IIS)</p> <ul style="list-style-type: none"> <li>• Integration of HCAHPS hospital survey data from CMS to create ratings of hospitals on patient experience, quality of care, and safety of care</li> </ul>	
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**OFM SOW 1 Activity 5: Establish Data Processes and Criteria (\$122,900)**

Establish the following for the WA-APCD:

- Data Access and Governing Process
- Data Dictionary
- Data Request Process
- Data Use Agreement template between the Lead Organization and Data Recipients

- Data Release Process
- Data Verification Process for Comparison Reports
- WA-APCD Data Product Fee Schedule

OFM #	Deliverable	Deliverable Description	Fee
5-2	<p><b>Data Dictionary</b></p> <p>Approach:</p> <ul style="list-style-type: none"> <li>• Construct a WA-APCD data dictionary that provides end users with documentation to support their use of the APCD for analytics and analyses</li> </ul>	<p>Deliverable Includes:</p> <ul style="list-style-type: none"> <li>• A current data dictionary that provides details on the table structure and field specifications to support data users' reporting and analysis use posted online to the WA-APCD website and Collaboration Zone</li> </ul>	\$7,800
5-3	<p><b>Data Request Process</b></p> <p>Approach:</p> <ul style="list-style-type: none"> <li>• Participate in meetings and provide input as requested by CHSE and OFM regarding the data request process and application template</li> </ul>	<p>Deliverable includes:</p> <ul style="list-style-type: none"> <li>• Data request process feedback and input delivered to CHSE</li> </ul>	\$2,250
5-4	<p><b>Data Request Template</b></p> <p>Approach:</p> <ul style="list-style-type: none"> <li>• Leverage the state of Washington's rules background papers, best practices, and market research</li> <li>• Participate in meetings and provide input as requested by CHSE and OFM regarding draft policies, procedures, processes, and templates</li> </ul>	<p>Deliverable Includes:</p> <ul style="list-style-type: none"> <li>• Support and subject matter expertise on the data request template</li> </ul>	\$1,750
5-5	<p><b>Data Use Agreement template between the Lead Organization and data recipients</b></p> <p>Approach:</p> <ul style="list-style-type: none"> <li>• Leverage the state of Washington's rules background papers, best practices, and market research</li> <li>• Participate in meetings and provide input as requested by CHSE and OFM regarding draft data use policies, procedures, processes, and templates</li> </ul>	<p>Deliverable Includes:</p> <ul style="list-style-type: none"> <li>• Support and subject matter expertise on the data use agreement</li> </ul>	\$3,500

5-7	<p><b>Data Verification Process for Comparison Reports (from RCW 43.371)</b></p> <p>Approach:</p> <ul style="list-style-type: none"> <li>Provide an online portal for WA providers and practices to review summary measure results and supporting patient-level detail, with options for requesting additional information and possible correction of member attribution</li> </ul>	<p>Deliverable Includes:</p> <ul style="list-style-type: none"> <li>Deployment of practice and provider reporting access and the Review and Reconciliation process through online portal</li> </ul>	\$107,600
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**OFM SOW 1 Activity 7: Establish the WA-APCD Website (\$9,000)**

This website is intended to be the ongoing WA-APCD internet location for individuals or organizations seeking information about:

- The WA-APCD and its available data
- The process and content of WA-APCD data submissions
- The process and criteria for obtaining WA-APCD available data

Health care cost, quality, and utilization

OFM #	Deliverable	Deliverable Description	Fee
7-1 # 3	<p><b>Delivery of Initial Visual Concept Directions for Review / Approval of Visual Concept Direction</b></p> <p>Approach:</p> <ul style="list-style-type: none"> <li>Participate in meetings and provide input as requested by CHSE and OFM regarding the visual concept for the WA-APCD</li> </ul>	<p>Deliverable Includes:</p> <ul style="list-style-type: none"> <li>Support and feedback regarding the WA-APCD visual concept direction</li> </ul>	\$9,000

**OFM SOW 1 Activity 8: CMS Medicare Qualified Entity Application, Impacts and Recommendations (\$6,000)**

The Lead Organization must submit an application to become a certified CMS Medicare Qualified Entity. CMS' website with information on this process is here: <http://www.cms.gov/Research-Statistics-Data-and-Systems/Monitoring-Programs/QEMedicareData/index.html?redirect=/QEMedicareData>.

The Lead Organization shall provide to OFM a document that describes the impacts of becoming a Qualified Entity on the WA-APCD and use of data in the system. The Lead Organization must identify other options for obtaining Medicare data for the WA-APCD, such as working through OFM to obtain the data. In addition, the Lead Organization must provide a recommendation to OFM for an optimal way to obtain the Medicare data.

OFM may, at its sole option, issue another statement of work to the Lead Organization to obtain the Medicare data based on these findings.

OFM #	Deliverable	Deliverable Description	Fee
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8-1	<p><b>Submitted CMS Medicare Qualified Entity Application</b></p> <p>Approach:</p> <ul style="list-style-type: none"> <li>• Come to an understanding of the process and level of effort to apply</li> <li>• Develop options for meeting statutory requirements</li> <li>• OHSU and OFM to agree on an option</li> </ul>	<p>Deliverable Includes:</p> <ul style="list-style-type: none"> <li>• Completion of the selected Qualified Entity application</li> </ul>	\$6,000
<p><b>OFM SOW 1 Activity 9: Report on Security and Privacy of the WA-APCD and Claims Data to the State of Washington Office of the Chief Information Officer (\$34,000)</b></p> <p>On or before commencement of data release, the Lead Organization and Data Vendor must submit detailed descriptions of its data security practices to Office of the Chief Information Officer (OCIO) to ensure robust security methods are in place. The OCIO must report its findings to OFM and the appropriate committees of the Legislature. Compliance with all applicable federal, state, and foreign privacy and data protection laws, as well as all other applicable regulations and directives in its collection, access, use, storage, disposal and disclosure of health care claims data.</p>			
<b>OFM #</b>	<b>Deliverable</b>	<b>Deliverable Description</b>	<b>Fee</b>
9-1	<p><b>Report on Security and Privacy of the WA-APCD and Claims Data</b></p> <p>Approach:</p> <ul style="list-style-type: none"> <li>• Confirmation with the OCIO on the reporting requirements</li> <li>• Confirmation from Onpoint's Data Center provider that it will maintain the SOC-2/SSAE16 certification</li> <li>• Onpoint HITRUST certification</li> </ul>	<p>Deliverable Includes:</p> <ul style="list-style-type: none"> <li>• SOC-2/SSAE16 certification documentation for Onpoint's data center</li> <li>• HITRUST certification documentation</li> <li>• Documentation of organizational security program policies and standards</li> <li>• Incident response plan including notification procedures to the Lead Organization and OFM</li> </ul>	\$34,000
<p><b>OFM SOW 1 Activity 10: Create Health Care Price and Quality Database (\$10,023)</b></p> <p>Create a health care price and quality database and make it accessible for free to the public</p>			
<b>OFM #</b>	<b>Deliverable</b>	<b>Deliverable Description</b>	<b>Fee</b>
10-1 # 1	<p><b>Health Care Price and Quality Database for free public use</b></p> <p>Approach:</p> <ul style="list-style-type: none"> <li>• OFM to convene internal workgroup to review requirements and develop specifications around inpatient discharge database reporting to be posted on WA-</li> </ul>	<p>Deliverable Includes:</p> <ul style="list-style-type: none"> <li>• Posting on WA-APCD website of OFM-provided price and quality reporting derived from the state's inpatient discharge database</li> </ul>	\$1,000

	APCD website to meet the initial price transparency grant requirements (one-time basis)		
10-1 # 2	<p><b>Health Care Price and Quality Database for free public use</b></p> <p>Approach:</p> <ul style="list-style-type: none"> <li>Onpoint to work with OFM to develop similar inpatient facility reporting derived from the WA-APCD (not discharge database) similar in scope and complexity to the initial OFM reporting above and also to be posted on the WA-APCD public website. To establish reasonable parameters around scope of work, Onpoint will report on up to 12 different inpatient procedures and will report the volume and median cost (i.e., allowed amount) by facility (one-time basis).</li> </ul>	<p>Deliverable Includes:</p> <ul style="list-style-type: none"> <li>Development, testing, and implementation of inpatient facility reporting similar in scope and complexity to the OFM-provided reporting above but from APCD database for posting on WA-APCD website (one-time basis)</li> <li>The health care price schedule and quality database for free public use constitutes Onpoint's Preexisting Material such as proprietary methods, algorithms, analytic enhancements, measure logic, and documentation.</li> </ul>	\$9,023

**OFM SOW 1 Activity 11: Create Two Health Care Claims Price Transparency Products for Public Use (\$122,230)**

Create two health care claims price and quality products and make them accessible for free to the public. These products should help increase the general public's awareness and use of health care pricing and quality information.

OFM #	Deliverable	Deliverable Description	Fee
11-1 # 1	<p><b>Health Care Claims Data Product # 1 for free public use</b></p> <p>Approach:</p> <ul style="list-style-type: none"> <li>This is a Cycle IV grant deliverable</li> <li>Facility-Based Price &amp; Quality Transparency Reporting – Reporting of common shoppable procedures and services provided in the inpatient and outpatient facility setting. Examples include vaginal delivery, C-section, hip replacement, knee replacement, knee arthroscopy, shoulder arthroscopy, carpal tunnel surgery, laparoscopic gall bladder surgery, colonoscopy, mammography, CT scan, MRI, ultrasounds. 3M PFE grouper will be used for hospital inpatient and outpatient surgical</li> </ul>	<p>Deliverable Includes:</p> <ul style="list-style-type: none"> <li>The Health Care Claims Price and Quality Transparency Product (#1) for free public use constitutes Onpoint's Preexisting Material such as proprietary methods, algorithms, analytic enhancements, measure logic, and documentation.</li> <li>Website display to enable filtering and sorting by facility, procedure, cost, quality, and geography</li> </ul>	\$40,990

	<p>procedures. Other facility services will aggregate professional and facility cost on the same day of the procedure. Hospital patient experience, quality of care, and infection rates will be downloaded from CMS and used. Quality measures from CMS will be facility specific but not procedure specific.</p> <ul style="list-style-type: none"> <li>• Opportunity for OFM to provide input into products as long as overall scope and resource requirements are similar</li> </ul>		
11-2	<p><b>Health Care Claims Data Product # 2 for free public use</b></p> <p>Approach:</p> <ul style="list-style-type: none"> <li>• This is a Cycle IV grant deliverable</li> <li>• Professional Services Price &amp; Quality Transparency Reporting – Reporting will include 10 common office and preventative visits, 10 behavioral services, 10 other therapeutic services, such as physical therapy. Cost of care will be based on allowed amount as reported on the specific CPT code service line. The reporting of quality of professional services will be done utilizing the HEDIS and other quality measure results available at the practice level as part of the Common Measures Set. Reporting will be limited to the practice level or higher.</li> <li>• Opportunity for OFM to provide input into products as long as overall scope and resource requirements are similar</li> </ul>	<p>Deliverable Includes:</p> <ul style="list-style-type: none"> <li>• Website display to enable filtering and sorting by facility, procedure, cost, quality, and geography</li> <li>• The Health Care Claims Price and Quality Transparency Product (#2) for free public use constitutes Onpoint’s Preexisting Material such as proprietary methods, algorithms, analytic enhancements, measure logic, and documentation.</li> </ul>	\$20,130
11-3	<p><b>Quarterly Refreshes for # 1 and # 2</b></p> <p>Approach:</p> <ul style="list-style-type: none"> <li>• This will include quarterly refreshes for both Data Products # 1 and # 2 as funding and timeline permit</li> <li>• This will be billed on a quarterly basis as funding and timeline permit</li> </ul>	<p>Deliverable Includes:</p> <ul style="list-style-type: none"> <li>• Updated reporting (quarterly) using an additional three months of approved-quality data submitted to the WA-APCD</li> </ul>	\$61,110

	<ul style="list-style-type: none"> <li>The funding will be divided equally amongst the quarterly deliverables, once delivery dates are established</li> </ul>		
<p><b>OFM SOW 1 Activity 12: Create Two Health Care Claims Price Transparency Products Available for Sale (\$59,600)</b></p> <p>Create two health care claims price and quality products and make them available for sale to support the WA-APCD system and Lead Organization.</p> <p>Note: Under the CMS Cycle IV Grant application, OFM identified the following two <u>potential</u> products described as (a) and (b) below. However, the approach to this deliverable is outlined as Person-Level Reporting and Provider Service-Level Reporting as detailed in the approach section.</p> <p>a. <i>OFM is currently considering the creation of a product similar to the Census Bureau’s Public Use Microdata Sample (PUMS) data files <a href="http://www.census.gov/programs-surveys/acs/technical-documentation/pums/about.html">http://www.census.gov/programs-surveys/acs/technical-documentation/pums/about.html</a>. These data set files would contain a sample of individual health care claims records that can be used to create custom tables, potentially covering timeframes such as 1, 3 and 5 years. Confidentiality would be protected potentially by stripping personal information from records through data swapping and other means and limiting geographic identifiers. The intent is to provide greater accessibility to inexpensive data sets for multiple purposes.</i></p> <p>b. <i>Another product OFM is considering is a standard report, methodology or framework for use by many types of users. This product may provide information, such as metrics, on cost, quality and/or utilization of health care for a requested cohort, updatable on a regular basis. The intent is to create a product that is easily updated with the most current data and can be tailored for the specific requestor thereby making the data accessible to a wide group of users. OFM developed this type of product with education data and can provide in-kind expertise in developing this product with data from the WA-APCD.</i></p>			
OFM #	Deliverable	Deliverable Description	Fee
12-1	<p><b>Health Care Claims Price &amp; Transparency Product available for sale</b></p> <p>Approach:</p> <ul style="list-style-type: none"> <li>This is a Cycle IV grant deliverable</li> <li>Interview 5 key informants – prospective clients</li> <li>Write business requirements for the product</li> <li>Vet product composition and pricing with team and OFM</li> <li>Facilitate review with Data Release Committee</li> <li>Opportunity for OFM to provide input into the product</li> </ul>	<p>Deliverable Includes:</p> <ul style="list-style-type: none"> <li>Person-Level Reporting – This is envisioned as a person-level analytic file that will contain HIPAA complaint information: Encrypted ID, age group (&lt;18, 18-44, 45-64, 65+ years), payer type, attribution to primary care doctor, practice/medical group. ACOs (e.g., Sound Health), time period, total cost, inpatient cost, outpatient facility cost, professional cost, RX cost, other cost, inpatient</li> </ul>	\$12,300



		<p>charges, inpatient days, ED visits, primary care visits, medical specialist visits, surgical specialist visits, and advanced imaging services (MRI, CT scan). Assumes that there is an externally available and supplied roster that supplements the provider-to-practice affiliation that Onpoint will be maintaining and provides Accountable Communities of Health (e.g. North Sound region).</p> <ul style="list-style-type: none"> <li>• Research product composition and pricing (person-level data sets organized by provider entity)</li> <li>• The Health Care Claims Price and Transparency Product (#1) for sale constitutes Onpoint's Preexisting Material such as proprietary methods, algorithms, analytic enhancements, measure logic, and documentation.</li> </ul>	
12-2	<p><b>Health Care Claims Price Transparency Product available for sale</b></p> <p>Approach:</p> <ul style="list-style-type: none"> <li>• This is a Cycle IV grant deliverable</li> <li>• Opportunity for OFM to provide input into the product</li> </ul>	<p>Deliverable Includes:</p> <ul style="list-style-type: none"> <li>• Provider Service-Level Reporting – This is envisioned as a detailed reporting at the provider level of cost (allowed amount) for inpatient hospital based on MS-DRG, outpatient facility by APC, and provisional services by CPT.</li> <li>• The Health Care Claims Price and Transparency Product (#2) for sale constitutes Onpoint's Preexisting Material such as proprietary methods, algorithms, analytic enhancements, measure logic, and documentation.</li> </ul>	\$17,500
12-3	<b>Quarterly Refreshes # 1 and # 2</b>	Deliverable Includes:	\$29,800

	<p>Approach:</p> <ul style="list-style-type: none"> <li>• This will include quarterly refreshes for both Data Products # 1 and # 2 as funding and timeline permit</li> <li>• This will be billed on a quarterly basis as funding and timeline permit</li> <li>• The funding will be divided equally amongst the quarterly deliverables, once delivery dates are established</li> </ul>	<ul style="list-style-type: none"> <li>• Updated reporting (quarterly) using an additional three months of approved-quality data submitted to the WA-APCD</li> </ul>	
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**OFM SOW 1 Activity 14: Identify Data Products for the WA-APCD and Establish the Data Product Fee Schedule (\$3,300)**

Identify data products for sale from the WA-APCD for sustainability and establish the Data Product Fee Schedule under the WA-APCD rules process.

OFM #	Deliverable	Deliverable Description	Fee
14-2	<p><b>Data Product Fee Schedule</b></p> <p>Approach:</p> <ul style="list-style-type: none"> <li>• Prepare spreadsheet with products and prices</li> <li>• Forecast revenues per fee schedule and sales projections</li> <li>• Vet draft prices with OFM and Data Release Advisory Committee</li> </ul>	<p>Deliverable Includes:</p> <ul style="list-style-type: none"> <li>• Data product fee schedule</li> </ul>	\$3,300

**OFM SOW 2 Activity 1: Short-Term Operations and Maintenance (\$11,377)**

Perform data collection and release and at least a minimum level of operations and maintenance on the system and minimum level of the Lead Organization and Data Vendor’s activities through the end of the Cycle IV grant funding.

OFM #	Deliverable	Deliverable Description	Fee
1-1 # 1	<p><b>WA-APCD and Website O&amp;M – Quarterly (to be billed quarterly)</b></p> <p>Approach:</p> <ul style="list-style-type: none"> <li>• Operating and maintaining the WA-APCD <ul style="list-style-type: none"> <li>○ Hosting</li> <li>○ Security and privacy</li> <li>○ Software updates and patches</li> </ul> </li> <li>• Securely collecting and processing claims data from suppliers <ul style="list-style-type: none"> <li>○ Data submission and processing</li> </ul> </li> </ul>	<p>Deliverable Includes:</p> <ul style="list-style-type: none"> <li>• Onpoint’s ongoing collection of WA-APCD data from Group 1 and Group 2 submitters</li> <li>• Onpoint’s ongoing processing of WA-APCD data, including value-add enhancements and measures generation</li> <li>• Onpoint’s ongoing secure storage of WA-APCD data</li> </ul>	\$11,377

	<ul style="list-style-type: none"> <li>○ Data enhancement to support analytic deliverables</li> <li>○ Security and privacy</li> <li>○ Data quality and transformation</li> <li>○ Storing data</li> <li>● Operating and maintaining the WA-APCD website <ul style="list-style-type: none"> <li>○ Hosting</li> <li>○ Security and privacy</li> <li>○ Site content updating, including data requests, data dictionary (does not include claims or other data-generated content)</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>● Onpoint’s production of annual reporting on data submission compliance</li> <li>● This will be billed on a quarterly basis as funding and timeline permit</li> <li>● The funding will be divided equally amongst the quarterly deliverables, once delivery dates are established</li> </ul>	
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**OFM SOW 3 Activity 1: Establish and Update the Reporting for the Washington State Common Measures Set for Health Care Quality and Cost Performance Outcomes (\$1,442,381)**

Establish an interactive reporting on the WA-APCD website to publish the Washington State Common Measures Set for Health Care Quality and Cost Performance Outcomes (<http://www.ncqa.org/LinkClick.aspx?fileticket=POLoMIAi3Mo%3d&tabid=59&mid=1604&forcedownload=true>) quarterly results. Once the WA-APCD system has been completed, the first report shall be published within a reasonable amount of time. It shall be updated quarterly thereafter.

OFM #	Deliverable	Deliverable Description	Fee
1-1 # 8	<p><b>Common Measures Launch</b></p> <p>Approach:</p> <ul style="list-style-type: none"> <li>● Finalization of measures set in collaboration with OFM, including confirmation of any non-claims data sources and their ability to support measures production along with necessary stratifications</li> <li>● Requirements gathering and documentation</li> <li>● Analysis, design, and development of measures</li> <li>● Acceptance testing</li> <li>● Measures production with output stratified, where possible, statewide and by county, ACH, health plan, practice, and hospital</li> <li>● Research the Healthier Washington program’s measurement and reporting objectives and approaches under way per the Analytics, Interoperability, and Measurement (AIM) program</li> </ul>	<p>Deliverable Includes:</p> <ul style="list-style-type: none"> <li>● The decided upon Common Measures will launch</li> </ul>	\$471,191

	<ul style="list-style-type: none"> <li>• Define and evaluate options to meet Healthier Washington reporting objectives through APCD claims data and complementary data resources, including clinical data repository and patient experience data</li> <li>• Prepare use cases for the most promising data enhancement options</li> <li>• Interview key informants – a mix of data suppliers and data clients – to test the use cases</li> <li>• Vet the enhanced data alternatives with OFM and APCD stakeholders</li> <li>• Write an Enhanced Data Collection Findings Brief to document this assessment and APCD strategy</li> </ul>		
1-2	<p><b>Quarterly Updates to Common Measures Set</b></p> <p>Approach:</p> <ul style="list-style-type: none"> <li>• Collaborate with OFM to identify the common measures possible for production using WA-APCD data and any supplementary non-claims data provided</li> <li>• Generate measures reporting outputs for publication to the WA-APCD website</li> <li>• Refresh the common measures set on a quarterly basis using an additional three months of quality-approved data</li> <li>• This will be billed on a quarterly basis as funding and timeline permit</li> <li>• The funding will be divided equally amongst the quarterly deliverables, once delivery dates are established</li> </ul>	<p>Deliverable Includes:</p> <ul style="list-style-type: none"> <li>• Quarterly refreshes of the Common Measures Set using an additional three months of quality-approved data</li> <li>• The Common Measures Set constitutes Onpoint’s Preexisting Material such as proprietary methods, algorithms, analytic enhancements, measure logic, and documentation.</li> </ul>	\$971,190
		<b>Total Contract Cost:</b>	<b>\$3,700,000</b>

## **EXHIBIT B**

### **Insurance**

1. Onpoint shall, at its own expense, obtain and keep the following insurance coverage that shall be maintained in full force and effect during the term of the contract:

*Commercial General Liability Insurance (CGL):* Onpoint shall maintain Commercial General Liability insurance and, if necessary, commercial umbrella insurance, with a limit of not less than \$2,000,000 per each occurrence. If CGL insurance contains aggregate limits, the General Aggregate limit shall be at least twice the “each occurrence” limit. CGL insurance shall have products-completed operations aggregate limit of at least two times the “each occurrence” limit. All insurance shall cover liability assumed under an insured contract (including the tort liability of another assumed in a business contract). Insurance shall be provided to include business interruption coverage, \$1,000,000 occurrence/\$2,000,000 aggregate.

*Professional Liability Insurance:* Onpoint shall maintain Professional Liability insurance with minimum limits no less than \$1,000,000 per incident, loss, or person, as applicable including coverage for errors and omissions caused by Onpoint’s negligence in the performance of its duties under this Agreement. If defense costs are paid within the limit of liability, Onpoint shall maintain limits of \$2,000,000 per incident, loss, or person, as applicable. If the policy contains a general aggregate or policy limit, it shall be at least two times the incident, loss or person limit.

*Cyber Liability Insurance:* Onpoint shall have and maintain insurance limits in the minimum amount of \$1,000,000 per claim and \$2,000,000 annual aggregate to be maintained for the duration of the agreement and three years following its termination to respond to privacy and network security liability claims arising for any reason.

*Computer Crime and Fraud Insurance:* Onpoint shall maintain Computer Crime and Fraud coverage with a limit of not less than \$1,000,000.

*Business Auto Policy:* As applicable, Onpoint shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit not less than \$1,000,000 per accident. Such insurance shall cover liability arising out of “Any Auto”.

*Employers Liability (“Stop Gap”) Insurance:* In addition, Onpoint shall buy employers liability insurance, and, if necessary, commercial umbrella liability insurance with limits not less than \$1,000,000 per each accident for bodily injury by accident or \$1,000,000 per each employee for bodily injury by disease.

2. Onpoint shall, during the term of this Agreement, maintain in full force and effect, the insurance described in Attachment B-1 (Additional Insurance Requirements). Onpoint shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in the state of Washington and having a rating of A-, Class VII or better, in the most recently published edition of *Best’s Reports*. In the event of cancellation, non-renewal, revocation or other termination of any insurance coverage required by this Agreement, Onpoint shall provide written notice of such to OFM within one (1) Business Day of Onpoint’s receipt of such notice.
3. Onpoint shall pay premiums on all insurance policies described in this Exhibit. Such insurance policies shall name OFM and OHSU as an additional insured on all general liability, automobile liability, and umbrella policies. Such policies shall have a condition that they not be revoked by the insurer until forty-five (45) calendar days after notice of intended revocation thereof shall have been given to OFM by the insurer.

4. Onpoint shall furnish to OHSU copies of certificates of all required insurance within thirty (30) calendar days of this Agreement's Effective Date, and copies of renewal certificates of all required insurance within thirty (30) days after the renewal date. These certificates of insurance must expressly indicate compliance with each and every insurance requirement specified in this Exhibit.
5. All insurance provided by Onpoint shall be primary as to any other insurance or self-insurance programs afforded to or maintained by OHSU and shall include a severability of interests (cross-liability) provision.
6. By requiring insurance herein, OHSU does not represent that coverage and limits will be adequate to protect Onpoint. Such coverage and limits shall not limit Onpoint's liability under the indemnities and reimbursements granted to OHSU in this Contract.

## ATTACHMENT B-1

### Additional Insurance Requirements

#### INSURANCE

Onpoint shall furnish OHSU copies of certificates of all required insurance within fifteen (15) calendar days of the Contract's effective date. Failure to provide evidence of coverage may, at OHSU's sole option result in the Contract's termination.

Onpoint shall, at its own expense, obtain and keep insurance coverage that shall be maintained in full force and effect during the term of the contract.

#### **Liability Insurance**

***Commercial General Liability Insurance (CGL):*** Onpoint shall maintain Commercial General Liability insurance and, if necessary, commercial umbrella insurance, with a limit of not less than \$2,000,000 per each occurrence. If CGL insurance contains aggregate limits, the General Aggregate limit shall be at least twice the "each occurrence" limit. CGL insurance shall have products-completed operations aggregate limit of at least two times the "each occurrence" limit. All insurance shall cover liability assumed under an insured contract (including the tort liability of another assumed in a business contract), and contain separation of insured's (cross liability) condition. Insurance shall be provided to include business interruption coverage, \$1,000,000 individual/\$2,000,000 aggregate.

***Professional Liability Insurance:*** Onpoint shall maintain Professional Liability insurance with minimum limits no less than \$1,000,000 per incident, loss, or person, as applicable including coverage for errors and omissions caused by Onpoint's negligence in the performance of its duties under this agreement. If defense costs are paid within the limit of liability, Onpoint shall maintain limits of \$2,000,000 per incident, loss, or person, as applicable. If the policy contains a general aggregate or policy limit, it shall be at least two times the incident, loss or person limit.

#### ***Cyber Liability Insurance:***

Onpoint shall have and maintain insurance limits in the minimum amount of \$1,000,000 per claim and \$2,000,000 annual aggregate to be maintained for the duration of the agreement and three years following its termination to respond to privacy and network security liability claims arising for any reason.

***Computer Crime and Fraud Insurance:*** Onpoint shall maintain Computer Crime and Fraud coverage with a limit of not less than \$1,000,000.

***Business Auto Policy:*** As applicable, Onpoint shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit not less than \$1,000,000 per accident. Such insurance shall cover liability arising out of "Any Auto". Additionally, Onpoint is responsible for ensuring that any Subcontractors provide adequate insurance coverage for the activities arising out of subcontracts.

#### ***Employers Liability ("Stop Gap") Insurance***

In addition, Onpoint shall buy employers liability insurance, naming the State of Washington and OHSU as an additional insured, and, if necessary, commercial umbrella liability insurance with limits not less than \$1,000,000 per each accident for bodily injury by accident or \$1,000,000 per each employee for bodily injury by disease.

### **Additional Provisions**

Above insurance policy shall include the following provisions:

- Additional Insured. OHSU and the state of Washington, Office of Financial Management, its elected and appointed officials, agents and employees shall be named as an additional insured on all general liability, excess, umbrella and property insurance policies. All insurance provided in compliance with the contract shall be primary as to any other insurance or self-insurance programs afforded to or maintained by the State or OHSU.
- Cancellation. OHSU shall be provided written notice before cancellation or non-renewal of any insurance referred to therein, in accord with the following specifications. *Insurers subject to Chapter 48.18 RCW (Admitted and Regulation by the Insurance Commissioner):* The insurer shall give the OHSU 45-days advance notice of cancellation or non-renewal. If cancellation is due to non-payment of premium, OHSU shall be given 10-days advance notice of cancellation.
- *Insurers subject to Chapter 48.15 RCW (Surplus lines):* OHSU shall be given twenty (20) days advance notice of cancellation. If cancellation is due to non-payment of premium, OHSU shall be given ten (10) days advance notice of cancellation.
- Identification. Policy must reference the State of Washington's contract number and the OFM name.
- Insurance Carrier Rating. All insurance and bonds should be issued by companies admitted to do business within the state of Washington and have a rating of A-, Class VII or better in the most recently published edition of Best's Reports. Any exception shall be reviewed and approved by the Risk Manager for OHSU, before the contract is accepted or work may begin. If an insurer is not admitted, all insurance policies and procedures for issuing the insurance policies must comply with Chapter 48.15 RCW and 284-15 WAC.
- Excess Coverage. By requiring insurance herein, OHSU does not represent that coverage and limits will be adequate to protect Onpoint and such coverage and limits shall not limit Onpoint's liability under the indemnities and reimbursements granted to OHSU or the State of Washington in this contract.



## **EXHIBIT C**

### **Flow-Down Provisions**

Below are the Flow-Down Provisions defined and referenced in Section 16.9 of this Agreement. For ease of reference, the section numbering from the Prime Contract has been retained below, and gaps in the numbering below are intentional.

#### **11. Access to Contract Related Data**

In compliance with chapter 39.26 RCW, Onpoint shall provide access to data generated under this Agreement to OFM, to the Joint Legislative Audit and Review Committee, and to the State Auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of Onpoint's reports, including computer models and methodologies for those models.

Such access shall not include data in unprocessed form contained in the WA-APCD as required by chapter 43.371 RCW.

#### **16. Protection of Confidential Information**

1. Onpoint acknowledges that some of the material and information that may come into its possession or knowledge or the possession or knowledge of its Subcontractor(s) in connection with this Agreement or its performance and may consist of information that is exempt or prohibited from disclosure to the public or other unauthorized persons under either chapter 42.56 RCW, *Public Records Act* or other state or federal statutes.
2. Confidential Information includes, but is not limited to, names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles, credit card information, driver's license numbers, Health Care data, medical data, law enforcement records, agency source code or object code, agency security data, or information identifiable to an individual that relates to any of these types of information. Confidential Information also includes Personal Information which is defined in RCW 42.56.590 as an individual's first name or first initial and last name in combination with any one or more of the following data elements:
  - (a) Social security number;
  - (b) Driver's license number or Washington identification card number; or
  - (c) Account number or credit or debit card number, in combination with any required security code, access code, or password that would permit access to an individual's financial account.

Onpoint agrees that it will and shall compel its Subcontractor(s) at any tier, to hold Confidential Information in strictest confidence and not to make use of Confidential Information for any purpose other than the performance of this Agreement, to release it only to authorized employees or Subcontractors requiring such information for the purposes of carrying out this Agreement, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make it known to any other party without OFM's express written consent, as provided by law or OFM rule. Onpoint agrees to that access to or release of such Confidential Information shall be only to employees or Subcontractors who have signed a nondisclosure agreement, data sharing agreement and/or a data use agreement as may be required, the terms of which have been previously approved by OFM. Onpoint understands and agrees that it shall be foreclosed from direct access to such Confidential Information except when it has gained approval for such access as allowed by OFM

Rule and signed a nondisclosure agreement, data sharing agreement and/or a data use agreement or other such document as may be required, the terms of which have been previously approved by OFM.

Onpoint agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to Confidential Information. Claims Data must be stored on secure servers that are compliant with the Health Insurance Portability and Accountable Act. (HIPAA) and its regulations, with access to the data strictly controlled and limited to staff with appropriate training, clearance, and background checks as required by 43.371.020 (3)(h) RCW.

3. Immediately upon expiration or termination of this Agreement, Onpoint shall, at OFM's option: (i) certify to OFM that all Confidential Information has been destroyed; or (ii) return all Confidential Information to OFM.
4. Use of Confidential Information shall be consistent with state and federal law related to such use and OFM Rule. At a minimum, Onpoint shall maintain records documenting the Confidential Information received in the performance of this Agreement; the purpose(s) for which the Confidential Information was received; who received, maintained and used the Confidential Information; and the final disposition of the Confidential Information. Onpoint's records shall be subject to inspection, review or audit in accordance with **Review of Onpoint's Records**.
5. OFM reserves the right to monitor, audit, or investigate the use of Confidential Information collected, used, or acquired by Onpoint through this Agreement. The monitoring, auditing, or investigating may include, but is not limited to, salting databases.

Violation of this section by Onpoint or its Subcontractors may result in termination of this Agreement and demand for return or transfer of all Confidential Information, monetary damages, or penalties.

### **35. Publicity**

1. The award of this Agreement to Onpoint is not in any way an endorsement of Onpoint or Onpoint's Services by OFM and shall not be so construed by Onpoint in any advertising or other publicity materials.
2. Onpoint agrees to submit to OFM, all advertising, sales promotion, and other publicity materials relating to this Agreement and Services or Products furnished by Onpoint wherein the state of Washington, the WA-APCD or the OFM's name is mentioned, language is used, or Internet links are provided from which the connection of such name therewith may, in OFM's judgment, be inferred or implied. Onpoint further agrees not to publish or use such advertising, sales promotion materials, publicity or the like through print, voice, the World Wide Web, and other communication media in existence or hereinafter developed without the express written consent of OFM *prior* to such use.
3. If such publicity materials are approved by OFM, Onpoint shall comply with Section 21. *Grant Funding Requirements*, Subsection 21.1 *Public Reporting of the Prime Contract*.

### **36. Review of Onpoint's Records**

1. Onpoint and its Subcontractors shall maintain books, records, documents and other evidence relating to this Agreement, including but not limited to Minority and Women's Business Enterprise participation, protection and use of Confidential

Information, and accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature invoiced in the performance of this Agreement. Onpoint shall retain all such records for six (6) years after the expiration or termination of this Agreement. Records involving matters in litigation related to this Agreement shall be kept for either one (1) year following the termination of litigation, including all appeals, or six (6) years from the date of expiration or termination of this Agreement, whichever is later.

2. All such records shall be subject at reasonable times and upon prior notice to examination, inspection, copying, or audit by personnel so authorized by the OFM's Contract Administrator and/or the Office of the State Auditor and federal officials so authorized by law, rule, regulation or contract, when applicable, at no additional cost to the State. During this Agreement's term, Onpoint shall provide access to these items within Thurston County. Onpoint shall be responsible for any audit exceptions or disallowed costs incurred by Onpoint or any of its Subcontractors.
3. Onpoint shall incorporate in its subcontracts this section's records retention and review requirements.
4. It is agreed that books, records, documents, and other evidence of accounting procedures and practices related to Onpoint's cost structure, including overhead, general and administrative expenses, and profit factors shall be excluded from OFM's review unless the cost or any other material issue under this Agreement is calculated or derived from these factors.

**38. Third Party Claims - Patent and Copyright Infringement**

To the extent that Onpoint or its Subcontractor relies for its performance hereunder upon third party technologies that are licensed or otherwise restricted due to patent or copyright rights, it shall be the responsibility of Onpoint and/or its Subcontractor(s) to ensure that such technologies are properly used. In the event that Onpoint or its Subcontractor(s) receive an infringement claim, Onpoint and/or the Subcontractor shall, at its expense, ensure that the Products, Services or Work Product contracted for hereunder continue without interruption.

If such claim has occurred, or in Onpoint's or its Subcontractor's opinion is likely to occur, OHSU agrees to permit Onpoint, at its option and expense and using its best efforts, to (a) procure the right to continue using the Products, Services or Work Product; or (b) modify the Products, Services or Work Product so it becomes non-infringing, or, in the event that neither of the foregoing options is feasible, or (c) terminate this Agreement, but only after a reasonable period of time sufficient to allow OHSU to identify and transition to another provider without interruption of service. If use of the Product, Service or Work Product is enjoined by a court and Onpoint determines that none of these alternatives is reasonably available, Onpoint, at its risk and expense shall pay any damages or additional costs incurred as a result of a finding of infringement.

In the event either party becomes aware of any claim that the Products, Services or Work Product infringe a third party's intellectual property rights, such party shall promptly notify the other of such infringement claim.

Statement of Work  
SIM Grant Year 4: Performance Measurement

Start Date: March 1, 2018

End Date: January 31, 2019

Activity: Task 3a.1 Develop Analytics Enclave Platform and Provide Access to the Enclave

Activity Funding: SIM

Activity Description: Setup and maintenance of WA-APCD Analytic Enclave

The Analytic Enclave setup and services are detailed in the attached: Analytic Enclave\_Business Specifications\_April 2018 which is incorporated herein.

Activity Deliverables

- 4/01/18-06/30/17: Setup of Analytic Enclave
- 7/01/18: Analytic Enclave is operational for data clients
- 9/30/18: Labor and Industries Workers Compensation data added to Enclave
- 7/01/18-06/30/19: Maintenance of Enclave including new client setups and quarterly data updates per the following schedule:

Claims/Eligibility Paid Dates	Data Due from Data Suppliers	Available in Enclave
1/1/2014 – 12/31/2017	01/31/2018	June 2018
1/1/2014 – 3/31/2018	04/30/2018	June 2018
1/1/2014 – 6/30/2018	07/31/2018	September 2018
1/1/2014 – 9/30/2018	10/31/2018	December 2018
1/1/2014 – 12/31/2018	01/31/2019	March 2019
1/1/2014 – 3/31/2019	4/30/2019	June 2019

Activity Deliverables	Deliverable Payment Amount
Deliverable Payment Total	\$80,795
Analytic Enclave Setup	\$14,875
Analytic Enclave Base License \$2,000/month for 12 months (7/18-6/19)	\$24,000
Two Additional Standard Datasets: "Limited Data Set A" and "Limited Data Set B"* \$5,250/Dataset Extract for 4 Quarters (2QTR 2018-1QTR 2019) for Each of 2 Extracts	\$42,000

\*See "Data Dictionary\_3 Extract Products\_Final\_040818" for the composition of Limited Data Set A and Limited Data Set B. These datasets are in addition to the Safe Harbor dataset.

Activity Deliverables (Variable Per Client Demand)	Deliverable Payment Amount
Deliverable Payment Total: Not to Exceed	\$105,300
Analytic Enclave 12-month Seat Licenses 13 Licenses @ \$675/month per license, 5 seat minimum required number of seats*	\$675/seat month

\*Planned license period is July 1, 2018 – June 30, 2019

Start Date: May 1, 2018

End Date: January 31, 2019

Activity: Task 3a.2 Develop Analytics Enclave Platform and Provide Access to the Enclave

Activity Funding: SIM

Activity Description: Provide WA-APCD product design services to prospective data product clients.

- Conduct a 1-2 hour webinar/phone requirements gathering session with prospective client
- Prepare a data product scope of work and budget
- Provide product requirements document to client including document walk-through via webinar/phone

Activity Deliverables

Data product requirements document. This requirements document details the make-up of the proposed data product and supports the prospective client in completing the following sections of the WA-APCD Data Request Application:

- Section 2 (3)(4): allowed costs and proprietary financial information
- Section 3 (4) data refresh cycle: one-time vs. recurring
- Section 3 (5) level of person identifiable data
- Section 3 (8) (9) WA-APCD data linkage to third-party data
- Attachment D: Data Element Worksheet

Onpoint is reimbursed a fixed price per client fee of \$1,200. The \$21,600 total budget is available to provide data product requirements to 18 prospective clients.

Activity Deliverables	Deliverable Payment Amount
Deliverable Payment Total: Not to Exceed	\$21,600
Data Product Requirements for Prospective Client	\$1,200/client

Start Date: March 1, 2018

End Date: January 31, 2019

Activity: Task 3a.3 Develop Analytics Enclave Platform and Provide Access to the Enclave

Activity Funding: SIM

Activity Description: Expanded data completeness reporting by product type; first year setup/reporting and second year reporting.

- Create an expanded data completeness report that organizes information by product and product type including:
  - Data submitter by market type (commercial, Medicare Advantage, Medicaid MCO, Medicaid FFS)
  - Data submitter by product type (HMO, PPO, EPO, indemnity, supplemental, etc.)
  - Data submitter by Public Employees Benefits Board (KaiserNW, KaiserWA, Cambia, Moda)
  - Data submitter by Washington Health Benefits Exchange
  - Accountable Community for Health by market type (commercial Medicare Advantage, Medicaid)

Activity Deliverables

- 5/31/18 Produce "CompletenessReport"\* for Group 1 and Group 2 Data Submitters (claims paid through 4/30/18)
- 11/30/18 Produce "CompletenessReport"\* for Group 1 and Group 2 Data Submitters (claims paid through 10/31/18)

\*Updated version of the original "WA-APCD Completeness Report\_2013-2016 (2018-01-28) "

Activity Deliverables	Deliverable Payment Amount
WA-APCD Completeness Report	\$10,500

Start Date: March 1, 2018

End Date: January 31, 2019

Activity: Task 3a.4 Develop Analytics Enclave Platform and Provide Access to the Enclave

Activity Funding: SIM

Activity Description: Enhancements to the Person Level Reporting Data Product

This task concerns enhancements to the Person Level Reporting Data Product – the product and this enhancement are detailed in the attached: PMP\_Person Level Report\_Specifications\_Final\_05/17/2018 which is incorporated herein.

#### Activity Deliverables

- 7/01/18 Person Level Report Data Product, including the enhancements contracted for here, is operational in Analytic Enclave and available as a stand-alone product for non-Enclave clients

#### Person Level Report quarterly data updates

Claims/Eligibility Incurred Dates	Paid Through	Available in Product
1/1/2017 – 12/31/2017	03/31/2018	6/30/2018
4/1/2017 – 3/31/2018	06/30/2018	9/30/2018
7/1/2017 – 6/30/2018	09/30/2018	12/31/2018
10/1/2017 – 9/30/2018	12/31/2018	03/31/2019
1/1/2018 – 12/31/2018	03/31/2019	06/30/2019

Activity Deliverables	Deliverable Payment Amount
Person Level Report Enhancements (first, 6/30/2018 product deliverable expanded scope)	\$7,700
Person Level Report Enhancements (i.e., breakout of mental health and substance abuse data, addition of other more granular service categories like outpatient non-surgical procedures)*	Not to exceed: \$15,000*

\*PLR enhancements to be implemented as part of product refreshes beyond the first, 6/30/2018 deliverable are not yet defined. When requirements are mutually agreed upon as final, Onpoint will produce an updated proposal, including revised scope of work and budget, as needed.

Activity Deliverables	Deliverable Payment Amount
Deliverable Payment Total: Not to Exceed	\$12,500
Person Level Report Client Customized	\$2,500/report delivery

Start Date: February 1, 2018

End Date: October 31, 2018

Activity: Task 1d Add Common Measure Set Measures Adopted by the PMCC

Activity Funding: SIM

Activity Description: Produce claims-based quality measure scores at the Washington Health Benefit Exchange (WAHBE) market segment level. Transmit scores to Forum One in the standard website data extract. This quality measures set is specified in the document: Website\_Quality Measures\_Healthier Washington Section\_December 2017. Two cycles of measures scores shall be generated.

Deliverables

June 30, 2018: Transmit Exchange MY2016 quality scores to Forum One

October 2018: Transmit Exchange MY 2017 quality scores to Forum One

Activity Deliverables	Deliverable Payment Amount
Washington Health Benefit Exchange quality measures scores	\$7,650

Start Date: February 1, 2018

End Date: October 31, 2018

Activity: Task 1e Enhance Reporting of Performance Results to Physician Organizations, Hospitals, and Other Providers

Activity Funding: SIM

Activity Description: Implement the healthcare facility performance reporting review and reconsiderations service (R&R) to enable inpatient and outpatient/free-standing facility providers to review their provider rosters and cost metric results and submit reconsiderations. Approved reconsiderations are integrated into the WA-APCD performance reporting and the standard data extracts.

The facility cost metrics R&R reconsiderations process is explained in the attached: Review and Reconsiderations\_Reconsiderations and Measures Updates\_Process Overview\_052518

Deliverables

- March 2018: Launch the facility cost metrics R&R application coincident with first R&R cycle
- Provide a Facility R&R User Guide – documentation to guide end-users use the application
- R&R website hosting and maintenance for 10 months of 2018
- Provider reconsideration resolution services for two R&R cycles in 2018

Activity Deliverables	Deliverable Payment Amount
Deliverable Payment Total	\$134,000
Program, test, and operate the facility cost metrics R&R web-based services Facility R&R User Guide	\$70,000
R&R web-based services hosting and maintenance @ \$5,000/month (10 months in 2018)	\$50,000

Reconsideration resolution services in addition to core service; equates to ~ (50 queries @ 2 hrs each) for a single R&R cycle	\$14,000
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Start Date: June 1, 2018

End Date: October 31, 2018

Activity: Task 1b - Report Medicaid Population Quality at the Medical Practice Level

Activity Funding: SIM

Activity Description: Reliability and summary quality indicator results reporting

Following OHSU generation of the quality measures reliability and summary quality indicator results incorporate these data into the website data extract.

#### Activity Deliverables

September 2018: Produce the Fall 2018 website performance measure results to include the measures reliability and summary quality indicator results for the website data extract.

Activity Deliverables	Deliverable Payment Amount
Integrate reliability and summary quality indicator results into Fall 2018 website extract	\$3,500

Start Date: May 1, 2018

End Date: January 31, 2019

Activity: Task 1c Expand Reportable Common Measure Set Measures for Medicare

Activity Funding: SIM

Activity Description: Integrate Medicare fee-for-service data into Analytic Enclave product for state agencies.

Intake, standardization and setup of the three-years of Medicare FFS data (2014-2016) in the Analytic Enclave.

Setup data access permission for the Medicare FFS data pursuant to OFM-State Agency ResDAC DUAs.

Complete these tasks per the project milestones and deadlines Table 2.

#### Activity Deliverables

- March 2019: Setup Medicare fee-for-service dataset in Analytic Enclave – available to State Agencies with OFM-DUAs per ResDAC opt-in requirements.

Activity Deliverables	Deliverable Payment Amount
Deliverable Payment Total	
Setup Medicare FFS dataset in standard extract for use in Analytic Enclave -- one time job for Medicare FFS 2014-2016 data completed March 31, 2019	\$5,250



Table A. Medicare Fee for Service Data Intake and Setup

Activity	Assigned	Due	Notes
Medicare data delivered to Onpoint	CMS	8/10/2018	Contingent on actual data delivery date
Receipt and mapping for Medicare files	Onpoint	1/30/2019	Excludes quality measures scoring
Intake and integration of Medicare eligibility claims data into the WA-APCD	Onpoint		
Incorporation of Medicare member and provider data into the WA-APCD master patient and provider indices	Onpoint		
Quarterly data submission due from submitters (claims paid through 12/30/2018)	Onpoint		
Quarterly Extract Refresh	Onpoint	2/28/2019	
Three years of Medicare FSS data (2014 - 2016) delivered within enclave extract	Onpoint	3/31/2019	Setup in Enclave per OFM-state agency DUAs

Table 1. WA-APCD Quality Measures: Integrated Medicare Fee-for-Service Data

Onpoint Measure ID	Measure	Website Category
224	Well Child Visits in the First 15 Months of Life	Getting in to See the Doctor
64	Well-Child Visits - Ages 3–6 years	Getting in to See the Doctor
243	Child and Adolescent Access to Primary Care Providers (CAP) report all-ages rate	Getting in to See the Doctor
275	Adult Access to Preventive/Ambulatory Care Providers (AAP) report all-ages rate	Getting in to See the Doctor
307	Getting a Mental Health Service Children Ages 6-17	Getting in to See the Doctor
307	Getting a Mental Health Service Adults 18-64	Getting in to See the Doctor
149	Appropriate Testing for Children with Pharyngitis	Keeping Patient Safe
223	Avoidable Emergency Department Use	Keeping Patients Safe
66	Avoidance of Antibiotic Treatment in Adults with Acute Bronchitis	Keeping Patients Safe
277	Avoidance of X-ray, MRI and CT Scan for Low Back Pain	Keeping Patients Safe
229	Annual Monitoring for Patients on Persistent Medications (ACE/ARB)	Keeping Patients Safe
130	Diabetes: Blood Sugar (HbA1c) Testing	Get the Right Care Diabetes
129	Diabetes: Eye Exam	Get the Right Care Diabetes
128	Diabetes: Kidney Disease Screening	Get the Right Care Diabetes
353	Adherence to Prescribed Medications – Diabetes	Get the Right Care Diabetes
217	Anti-Depressant Medication Management -- Acute	Get the Right Care Mental Health
248	Follow-up After Hospitalization for Mental Illness (30 Day)	Get the Right Care Mental Health
220	Follow-up for Children on ADHD Medications (2 components: Continuance and Maintenance)	Get the Right Care Mental Health
218	Medication Management for People with Asthma	Get the Right Care Asthma & Lung
254	Chronic Obstructive Pulmonary Disease (COPD) or Asthma in Older Adults Admission Rate	Get the Right Care Asthma & Lung
288	COPD: Use of Spirometry Testing in Diagnosis	Get the Right Care Asthma and Lung

Onpoint Measure ID	Measure	Website Category
351	Adherence to Prescribed Medications – Blood Pressure Control	Get the Right Care Heart Care
352	Adherence to Prescribed Medications -- Statins	Get the Right Care Heart Care
148	Health Screening: Chlamydia	Preventing Illness
291	Health Screening: Breast Cancer	Preventing Illness
155	Health Screening: Cervical Cancer	Preventing Illness
5	Medical Coverage Cost Per Person (Medicare)*	Cost and Value
14	Prescription Drug Coverage Cost Per Person (Medicare)*	Cost and Value
367	Total Cost (Medicare)*	Cost and Value
222	Emergency Department Visits per 1,000	Cost and Value
282	30-day All-Cause Hospital Readmissions	Good Treatment Results

Onpoint Health Data

Statement of Work

Contract Extension Period: July 1, 2019 – December 31, 2019

<b>Amendment 3 SOW 2 Activity #1: Data Submissions Intake and Processing</b>
<b>Activity Funding:</b> General Fund - State
<b>Activity Description:</b> Intake and processing of up to 80 submitters through Q4 2019 including Medicare, dental, and worker's compensation; non-claims data sources as summary values; value adds; Claims Data Manager (CDM) licensing; grouper application.
<b>Activity Deliverables:</b> 1-1 Q3 2019 Data Submissions Intake 1-2 Q3 2019 CDM Licensing 1-3 Q3 2019 Grouper application - MS DRGs 1-4 Q4 2019 Data Submissions Intake 1-5 Q4 2019 CDM Licensing 1-6 Q4 2019 Grouper application - MS DRGs
<b>Deliverable Payment:</b> \$315,520

<b>Activity Deliverables</b>	<b>Deliverable Payment Amount</b>
1-1 Q3 2019 Data Submissions Intake	\$100,000
1-2 Q3 2019 CDM Licensing	\$50,000
1-3 Q3 2019 Grouper application - MS DRGs	\$7,760
1-4 Q4 2019 Data Submissions Intake	\$100,000
1-5 Q4 2019 CDM Licensing	\$50,000
1-6 Q4 2019 Grouper application - MS DRGs	\$7,760

**Approach: Data Submissions Intake and Processing**

1-1, 1-4 Q3 and Q4 2019 Data Submissions Intake

- Process submitted data through Onpoint CDM's data checks and validations, including updating the master patient and provider indices
- Grant and process waivers, extensions, and variances and issue notices of non-compliance
- Track submitter status and produce weekly submitter status reports for the Lead Organization and OFM indicating compliance, indicating the compliance status of submitters
- Receive and map extracts of Medicare files from the U.S. Centers for Medicare & Medicaid Services (CMS), incorporate Medicare member data into the WA-APCD, convert CMS-supplied identifiers to conform to WA-APCD specifications, incorporate mapped Medicare data within appropriate data products

**Amendment 3 SOW 2 Activity #1: Data Submissions Intake and Processing (cont'd)**

1-2, 1-5 Q3 and Q4 2019 Claims Data Manager Licensing

- Leverage Onpoint's Onpoint CDM online portal for use by Washington's data submitters, including credentialing, using passwords, menu options, and posted reference files

1-3, 1-6 Groupers – MS DRGs

- Run and apply MS DRGs for inclusion within appropriate data products

<b>Amendment 3 SOW 2 Activity #2: Data Completeness Reporting</b>
<b>Activity Funding:</b> General Fund - State
<b>Activity Description:</b> Data completeness reporting by submitter, product type, file type and provider type.
<b>Activity Deliverables:</b> 2-1 Q3 2019 Completeness Report 2-2 Q4 2019 Completeness Report
<b>Deliverable Payment:</b> \$21,000

<b>Activity Deliverable</b>	<b>Deliverable Payment Amount</b>
2-1 Q3 2019 Completeness Report	\$10,500
2-2 Q4 2019 Completeness Report	\$10,500

### **Approach: Data Completeness Reporting**

#### 2-1 Q3 2019 Completeness Report

- Produce Completeness Report for Group 1 and Group 2 Data Submitters, claims paid through 6/30/19
  - Data submitter by product type, percentage populated by file type (eligibility, medical, pharmacy), and percentage populated by provider type (e.g., billing, prescribing, rendering, etc.)

#### 2-2 Q4 2019 Completeness Report

- Produce Completeness Report for Group 1 and Group 2 Data Submitters, claims paid through 9/30/19
  - Data submitter by product type, percentage populated by file type (eligibility, medical, pharmacy), and percentage populated by provider type (e.g., billing, prescribing, rendering, etc.)

<b>Amendment 3 SOW 2 Activity #3: Performance Reporting Portal (PRP) Attribution + Roster Updates</b>
<b>Activity Funding:</b> General Fund - State
<b>Activity Description:</b> Refresh provider attribution, perform outreach, and make any necessary roster updates within the PRP.
<b>Activity Deliverable:</b> 3-1 Provider attribution, roster outreach and updates
<b>Deliverable Payment:</b> \$51,500

<b>Activity Deliverable</b>	<b>Deliverable Payment Amount</b>
3-1 Provider attribution and roster outreach	\$51,500

**Approach: Performance Reporting Portal (PRP) – Attribution and Roster Updates**

3-1 Provider attribution and roster outreach

- Perform a refresh of the WA-APCD provider attribution and compare against existing provider roster to identify additional providers who meet WA PRP roster/reporting criteria
- Working in collaboration with WA-APCD Lead Organization to:
  - Research potential roster updates and conduct outreach to providers identified via attribution refresh
  - Explore alternate sources for informing updates to the WA roster
  - Manually update WA roster within the PRP, as necessary

<b>Amendment 3 SOW 2 Activity #4: Performance Reporting Portal (PRP) – Technical Reestablishment and End User Support</b>
<b>Activity Funding:</b> General Fund - State
<b>Activity Description:</b> Technical reestablishment/restart of the PRP to accommodate roster updates and one cycle of provider review and reconsideration (R&R)
<b>Activity Deliverables:</b> 4-1 PRP Hosting and Technical Maintenance 4-2 PRP Technical Restart and End User Support 4-3 Post-R&R Measure Reconciliation Support
<b>Deliverable Payment:</b> \$61,500

<b>Activity Deliverables</b>	<b>Deliverable Payment Amount</b>
4-1 PRP Hosting and Technical Maintenance	\$30,000 (\$5,000/month, 6-month minimum)
4-2 PRP Technical Restart and End User Support	\$17,500
4-3 Post-R&R Measure Reconciliation Support	\$14,000

**Approach: Performance Reporting Portal (PRP) – Technical Reestablishment and End User Support**

4-1 PRP Hosting and Technical Maintenance

- Perform PRP hosting, ongoing technical maintenance services, and code updates (as needed)

4-2 PRP Technical Reestablishment and End User Support

- Reinstatement PRP environment, including WA-APCD customizations including:
  - Medical practice roster
  - Facility roster
  - Public reporting tracking
  - Roster validation functionality
  - Redesign and implementation of log-in webpage and workflow
- Perform QA of the areas included above
- End user support including the refresh and redistribution of individual end user passwords, review and updates to portal documentation and training materials, and conducting training webinars, as needed

4-3 Post-R&R Measure Reconciliation Support

- Review and reconcile provider-requested reporting reconsiderations, including performing outreach and conducting meetings, as needed, to determine final outcome of reconsideration data



<b>Amendment 3 SOW 2 Activity #5: Data Submission Guide (DSG) Annual Review</b>
<b>Activity Funding:</b> General Fund - State
<b>Activity Description:</b> Perform annual review of WA-APCD DSG; propose recommended updates for OFM review and sign off; perform updates to record layout and connector to accommodate any/all DSG changes; update documentation and communicate changes to data submitters
<b>Activity Deliverables:</b> 5-1 DSG Annual Review, System Updates and Submitter Support
<b>Deliverable Payment:</b> \$30,000 [not to exceed]

<b>Activity Deliverables</b>	<b>Deliverable Payment Amount</b>
5-1 DSG Annual Review, System Updates and Submitter Support	Standard pricing model: \$5,000 base fee to open each file (includes the first data element) \$1,625 for each additional element within the file requiring updates (assumes all elements are in the existing WA-APCD data model) +20% project management Does not include revisions to the extract (\$1,000 additional for each table that requires revision)

**Approach: Data Submission Guide (DSG) Annual Review**

5-1 DSG Annual Review. System Updates and Submitter Support

- Perform full review of WA-APCD DSG
- Propose recommended updates to OFM for review and sign off
- Perform development to record layout and connector to accommodate for all OFM-approved file updates
- Update DSG documentation and any other associated materials, distribute to all participating data submitters
- Communicate DSG updates to all participating data submitters within a timely manner (noting the 120-day pre-submitter implementation notification period)
- Host a webinar to review DSG updates with all participating data submitters

<b>Amendment 3 SOW 4 Activity #1: Analytic Enclave – Licenses and Data Product Refreshes</b>
<b>Activity Funding:</b> General Fund - State
<b>Activity Description:</b> Host all Lead Organization (LO) and WA-APCD End User Analytic Enclave licenses; perform quarterly refreshes to standard and customized data products; release data product refreshes to end users within the Analytic Enclave
<b>Activity Deliverables:</b> 1-1 Analytic Enclave End User and LO Licenses (12 months) 1-2 Standard Datasets #1 and #2, Q3 2019 Quarterly Refreshes 1-3 Customized Dataset #1 (WAHBE), Q3 2019 Quarterly Refreshes 1-4 Customized Dataset #2 (HCA), Q3 2019 Quarterly Refreshes 1-5 Customized Dataset #3 (OIC), Q3 2019 Production 1-6 Standard Datasets #1 and #2, Q4 2019 Quarterly Refreshes 1-7 Customized Dataset #1 (WAHBE), Q4 2019 Quarterly Refreshes 1-8 Customized Dataset #2 (HCA), Q4 2019 Quarterly Refreshes 1-9 Customized Dataset #3 (OIC), Q4 2019 Quarterly Refresh
<b>Deliverable Payment:</b> \$167,400

<b>Activity Deliverables</b>	<b>Deliverable Payment Amount</b>
1-1 Analytic Enclave End User and LO Licenses (12 months)	\$135,000
1-2 Standard Datasets #1 and #2, Q3 2019 Quarterly Refreshes	\$5,250
1-3 Customized Dataset #1 (WAHBE), Q3 2019 Quarterly Refresh	\$2,800
1-4 Customized Dataset #2 (HCA), Q3 2019 Quarterly Refresh	\$5,250
1-5 Customized Dataset #2 (OIC), Q3 2019 Production	\$3,000
1-6 Standard Datasets #1 and #2, Q4 2019 Quarterly Refreshes	\$5,250
1-7 Customized Dataset #1 (WAHBE), Q4 2019 Quarterly Refreshes	\$2,800
1-8 Customized Dataset #2 (HCA), Q4 2019 Quarterly Refresh	\$5,250
1-9 Customized Dataset #2 (OIC), Q4 2019 Quarterly Refresh	\$2,800

**Approach: Analytic Enclave – Licenses and Data Product Refreshes**

1-1 Analytic Enclave End User and OFM Licenses

- Host, maintain, and provide technical support for up to 25 individual WA Analytic Enclave end user licenses for a 12-month period (July 2019-June 2020)
- Fees include one no-cost and two 'read only' OFM licenses
- Additional individual end user licenses (beyond 25) can be purchased for \$400/month/license

## Amendment 3 SOW 4 Activity #1: Analytic Enclave – Licenses and Data Product Refreshes (cont'd)

### 1-2, 1-6 Standard Datasets #1 and #2, Q3 and Q4 2019 Quarterly Refreshes

- Perform Q3 and Q4 2019 quarterly refreshes of Standard Data Set #1-Cost and Provider (C+P), no Medicare data
  - o Release into the WA Analytic Enclave environment to permitted end users
- Perform Q3 and Q4 2019 quarterly refreshes of Standard Data Set #2 -Cost and Provider (C+P), Medicare data included
  - o Release into the WA Analytic Enclave environment to permitted end users

### 1-3, 1-7 Customized Dataset #1 (WAHBE Q3 and Q4 2019 Quarterly Refreshes)

- Perform Q3 and Q4 2019 quarterly refreshes of Customized Dataset #1 (WAHBE)
  - o Release into the WA Analytic Enclave environment to permitted end users

### 1-4, 1-8 Customized Dataset #2 (HCA). Q3 and Q4 2019 Quarterly Refreshes

- Perform Q3 and Q4 2019 quarterly refreshes of Customized Dataset #1 (HCA)
  - o Release into the WA Analytic Enclave environment to permitted end users

### 1-5, 1-9 Customized Dataset #3 (Ole), Q3 Production and Q4 2019 Quarterly Refresh

- Produce Customized Dataset #3 (Ole) in Q3 2019 and perform Q4 2019 quarterly refresh
  - o Release into the WA Analytic Enclave environment to permitted end users

### **Deliverable Acceptance Process**

The Lead Organization shall provide the Analytic Enclave End User and OFM licenses and deliver refreshes of standard and customized datasets as described herein to the OFM project manager and allow for five (5) business days for review and comment, highlighting any deficiencies that need to be addressed prior to acceptance by OFM. Comments shall reference any variation from the requirements and SOW deliverables definitions that need to be addressed prior to acceptance.

Final deliverables shall be provided to OFM along with an email or other written communication that indicates the deliverable number and description. OFM shall have up to five (5) business days to accept the final deliverable. At that time, the Lead Organization may invoice OFM for the completed deliverable.

Should OFM not accept a final deliverable that has not gone through the draft review process, OFM shall provide a written explanation of the deliverable's deficiencies that include the errors and omissions of the deliverable from the requirements and SOW deliverable definitions within five (5) business days. OFM and the Lead Organization shall promptly meet to review and come to a mutually agreed-upon approach to move forward.