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# COMPANY NAME

Month Day, Year

## Contract

**THIS Contract is made and entered into by and between the EMPLOYER NAME ("Employer") and the party whose name appears below ("Contractor").**

Contract Information	
Start Date	
End Date	
Type	Service
Purpose	
Attachments	

Employer Information	
Title	
Phone	
Email	
Division	
Address	

Contractor Information	
Title	
Phone	
Email	
Division	
Address	

and understand this Contract and have authority to execute this Contract. This Contract shall be binding on EMPLOYER only upon signature by EMPLOYER

Employer Signature		Month, Day Year
Contractor Signature		Month Day, Year

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**CONTRACT NUMBER XXXXX**

for the

**SYSTEM NAME HERE**

between the

**EMPLOYER NAME HERE**

and the

**CONTRACTOR NAME HERE**

for the

**CONTRACTOR RGSR NAME HERE**

## 1 OVERVIEW

### 1.1 RECITAL OF PARTIES

- A. This Contract is made and entered into by and between the EMPLOYER NAME HERE (EMPLOYER) and the RGSR NAME HERE for the RGSR Network (Contractor), herein after collectively referred to as “the parties.”
- B. The Third-Party Administrator (TPA) of the EMPLOYER PLAN NAME HERE is not a party to this Contract and has no rights under this Contract.

### 1.2 PURPOSE & SCOPE

- A. The purpose of this Contract is to provide a Risk Gain Sharing Arrangement (RGSA) option, effective MONTH DAY, YEAR, to EMPLOYER (EMPLOYER) program Members.
- B. EMPLOYER is contracting with Contractor to achieve better care, quality, access, and services at a lower cost for EMPLOYER Members: better health, better care, and lower costs. This Contract describes the financial and quality guarantees that Contractor must achieve through a combination of effective care delivery models, aligned health system reimbursement, and financial incentives.
- C. This Contract assists EMPLOYER’s efforts to drive accountable care and value-based purchasing strategies to compete with managed care plans, which focus on volume and costs rather than the value of care provided; align provider, payer, and consumer incentives; and rewards value, quality, effectiveness, and efficiency. This Contract is a part of EMPLOYER’s Initiative and results from RFP: # HERE, which is incorporated by reference into this Contract.

## 2 SPECIAL TERMS AND CONDITIONS

### 2.1 TERM

- A. Subject to its other provisions, the Term of this Contract shall be from MONTH DAY, YEAR or the date of delivery of the last signature to this Contract by a party, whichever is later (“Effective Date”), and through December 31, YEAR unless terminated sooner as provided herein.
- B. The parties may seek to extend this Contract, at contract terms mutually agreed to by the parties, for up to five (5) additional years in whatever time increments EMPLOYER deems appropriate. If EMPLOYER does not want to seek to extend the Contract, EMPLOYER must provide written notice to the Contractor at least one hundred eighty (180) calendar days before the end of the current Contract term.

### 2.2 EMPLOYER OBLIGATIONS

- A. EMPLOYER will perform the Pre-Launch Period activities as described in Exhibit 2.1.
- B. EMPLOYER will perform and provide to Contractor the Financial Reconciliation as specified in Section 2.7 of this Contract and in Exhibit 3.3, along with a copy of Exhibit 3.6, *Financial Reconciliation Summary Form*, signed by the EMPLOYER Contract manager. This will include a summary of the Contractor’s performance on the Quality Measures described in Exhibit 5. EMPLOYER will perform and provide to Contractor the first Financial Reconciliation on or before August 1, YEAR, and every August 1 thereafter for the period of the Contract. EMPLOYER will provide a test Financial Reconciliation on or before August 1, YEAR.

INTERIM PAYMENTS based on agreement between EMPLOYER and CONTRACTOR to allow interim payments prior to the Financial Reconciliation. Interim payments that are intended to reimburse the contractor based on the established and agreed to financial and quality targets. By the appropriate deadline indicated in exhibits 3 and 5, of the contract shall submit a request for interim payment accompanied by the following documents: - an interim report on the quality metrics agreed to in Exhibit 5; - an interim financial statement of PMPM trend as outlined in Exhibit 3, following the structure of the estimated PMPM trend and targets in Section 3 table 3.1 and approved and certified by an agreed to actuary. The actuary shall certify, in accordance with a methodology approved in the contract, declared by the contractor’s financial and quality statements shall allow an interim payment, based real, accurately recorded and member eligibility and that all data have been declared, in accordance with the contract. The documents accompanying the request for payment shall be drawn up in accordance with the relevant provisions in Section 2.7 and other exhibits. The contractor shall certify that the information provided in his request for payment is full, reliable and true. He shall also certify that the costs incurred can be considered eligible in accordance with the agreement, that all receipts have been declared, and that his request for payment is substantiated by adequate supporting documents that can be checked. On receipt of these documents, the EMPLOYER shall have the period specified 30 days to: - approve the interim report on implementation of the action; - ask the beneficiary for supporting documents or any additional information it deems necessary to allow the approval of the report; - reject the report and ask for the submission of a new

report. Failing a written reply from the Commission within the time limit for scrutiny indicated above, the report shall be deemed to have been approved. Approval of the report accompanying the request for payment shall not imply recognition of the regularity or of the authenticity, completeness and correctness of the declarations and information it contains. Requests for additional information or a new report shall be notified to the beneficiary in writing.

- C. EMPLOYER will direct Plan Suppliers listed in Exhibit 6, to deliver data within the format and deadline requirements described in Exhibit 2.2. To accomplish such deliveries in compliance with applicable laws and contractual restrictions with Plan Suppliers:
  - i. The Contractor will contract with and use a Data Intermediary for purposes of receiving claims and other data from, or from a Plan Supplier on behalf of, EMPLOYER, except for the daily authorization reports which will be delivered directly to the Contractor from the TPA of EMPLOYER PLAN. However, EMPLOYER reserves the right to provide written authorization for a report(s) to be delivered directly to the RGSR.
  - ii. The Contractor will require its Data Intermediary to use commercially reasonable efforts to preserve the confidentiality and not disclose to the Contractor or RGSR Program Providers any Specific Pricing Information except as expressly provided in this Contract and as set forth in Exhibit 2.4.
- D. EMPLOYER will promote RGSR Plan enrollment by creating a financial differential and/or benefit enhancement, compared to EMPLOYER PLAN Classic. Plan design will incentivize EMPLOYER Members enrolled in the RGSR Plan to seek services within the Contractor's network and that promotes and furthers the goal of medically appropriate utilization. EMPLOYER has sole discretion on benefit design decisions.
  - i. LIST RGSR BENEFITS AND FINANCIAL ENHANCEMENTS HERE

**E. Senior Account Sponsor(s).** EMPLOYER must identify a Senior Account Sponsor(s) to perform the responsibilities in Section 2.5(A) of this Contract. The initial Senior Account Sponsor(s) must be Enrolled by Month Day, YEAR. By MONTH DAY of each Plan Year, EMPLOYER shall send written notice of the Senior Account Sponsor(s) for that Plan Year.

## 2.3 CONTRACTOR OBLIGATIONS

### A. Organizational Structure, Partners, and Commitment to Accountable Care.

Contractor will provide a comprehensive clinically integrated network that includes:

- (i) Adequate geographical coverage across multiple contiguous counties. Initial coverage must be provided across the 3-digit Zip codes in which member live as defined in the annual enrollment files provided by the EMPLOYER. For each Plan Year, enrollment in the RGSR product will only be offered to Members with an address in those 3 digit Zip codes in which Contractor has a sufficient number of RGSR Program Providers as defined in the Network Provider Work sheet (Exhibit 12); Members with an address in the Zip codes that reflects residency outside of an RGSR Network cannot enroll in an RGSR Product but may be attributed to the RGSR when those members seek care as outlined in the Attribution section of this contract. The EMPLOYER reserves the right to seek an amendment to this Contract to extend coverage to additional Zip codes to meet the operational and strategic objectives of the EMPLOYER Program and its Members. Any such amendment shall require mutual, written agreement of the parties as provided in Section 3.3 below.
- (ii) A broad spectrum of services that assure high-quality delivery of EMPLOYER's Covered Services, and data and clinical systems that support the delivery of evidence-based care are outlined in the Network section.
- (iii) A single, unified vision and leadership structure, with commitment of senior leaders, backed by the required resources to implement and support the vision.
- (iv) To align resources to achieve better care, quality, access, service at a lower cost, Contractor may include provisions in its quality improvement plans that permit a limited number of smaller organizations, as defined below, to stage their participation in Exhibit 1.2 by providing additional time to make the transformation, provided all Program Providers participate fully by MONTH DAY, YEAR. Exhibit 4.4 defines those Partner Providers who will be permitted additional time to participate fully, as described herein and as may be amended from time to time. Regarding Affiliate Providers the following schedule shall apply:
  - (a) By January 1, YEAR, all Affiliate Providers with seven (7) or more Full-Time Equivalents (FTEs) shall participate fully;
  - (b) By January 1, all Affiliate Providers with four (4) to six (6) provider FTEs shall participate fully;
  - (c) By January 1, YEAR, all Affiliate Providers shall participate fully regardless of size.

**B. Coordinating and Standardizing Care: Improving Outcomes and Lowering Costs.**

Contractor shall be accountable for managing all aspects of RGSR Members' care starting on January 1, YEAR. Under this Contract, Contractor will manage EMPLOYER's total per member per year costs while delivering high quality care, member services and will share the Gross Deficit or Gross Savings with EMPLOYER to the extent provided in this Contract. Contractor will work with EMPLOYER to implement care coordination and quality improvement (QI) strategies that will achieve the following goals:

- (i) Work to improve RGSR Members' health, well-being and clinical outcomes;
- (ii) Address chronic conditions and major acute conditions through effective prevention, screening, and high-cost conditions;
- (iii) Coordinate the care of RGSR Members with chronic conditions, particularly for complex RGSR Members with physical and mental health conditions;
- (iv) Implement some type of Collaborative Care Committee to recommend and or require clinical policies that have been approved by EMPLOYER's Chief Medical Officer or designee
  - (a) EMPLOYER's Chief Medical Officer or designee will collaborate with Contractor by MONTH DAY of each year to identify any changes to implementing Collaborative Care committee recommendations or other emerging best practices as agreed to by the parties and EMPLOYER clinical policies at the start of the next Plan Year. EMPLOYER will give notice to Contractor by October 1 of each year of any recommendations or other emerging best practices as agreed to by the parties (e.g., high-cost frequent conditions, expenses, good or poor outcomes, etc.) and EMPLOYER might result in changes to the quality improvement (QI) plan, with the same information and parameters required for other QI plans in this Contract, developed for the next Plan Year;
  - (b) If EMPLOYER's Chief Medical Officer or designee determines that delaying implementation to the start of the next Plan Year may have adverse consequences for RGSR Members or EMPLOYER, EMPLOYER will work collaboratively with Contractor to expedite implementation during a Plan Year.
- (v) Participate with the TPA of EMPLOYER PLAN in implementation of mandatory plan coverage determinations, exclusions and processes on a date determined by EMPLOYER (e.g., reproductive services including abortion and birth control access).

**C. Timely Access to Care.** In accordance with the requirements set forth in Exhibit 1.3, Contractor will:

- (i) Provide appropriate and timely access to care for RGSR Members.
- (ii) Offer and provide appropriate telephone consultations, virtual visits (including electronic messaging), telemedicine, home based dialysis, home based admissions, and clinical monitoring in the home/work.
- (iii) Include after-hours access to care.

**D. Care Transformation Strategies.** Contractor has discretion on how to design and operationalize care transformation strategies within and across RGSR Program Providers.

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However, the Contractor must implement the care transformation strategies with the requirements described in Exhibit 1.2.

**E. Pre-Launch Period Requirements.** The Contractor will fulfill the Pre-Launch Period requirements as stated in Exhibit 1.1. EMPLOYER can terminate this Contract for cause under Section 3.34(A) if Contractor fails to fulfill a Pre-Launch Period requirement (subject to the notice and cure provisions set forth in Section 3.34(A)).

**F. RGSR Member Engagement and Experience.** The Contractor is responsible to provide a high-quality RGSR Member experience to include the following:

- (i) To encourage healthy behaviors, as well as help RGSR Members identify which types of testing and treatments are appropriate, Contractor will proactively engage RGSR Members. Contractor tools must be understandable, and culturally and linguistically appropriate for RGSR Members and will include:
  - the importance of a primary care provider (PCP) and proactive support in selecting a primary care provider;
  - tools to support decision-making on clinical options (e.g., shared decision making);
  - an interactive Member portal website that meets the requirements of Section 2(d) of Exhibit 1.3;
  - web based tool with current RGSR provider listings;
  - information on how to access RGSR primary, specialty, and behavioral health providers;
  - and a dedicated RGSR Contact Center with call center advocates.

Contractor must provide language translation service and TTY/TDD services in accordance with state and federal law. EMPLOYER will support Contractor's efforts to promote the importance of a PCP and will use reasonable efforts, in consultation with Contractor, to encourage RGSR Members to select a PCP.

- (ii) Each year, prior to the start of the EMPLOYER Annual Open Enrollment, Contractor will submit a work plan to EMPLOYER describing the efforts and materials that Contractor will use to reach out proactively to welcome Members who elect the Contractor's RGSR for the next Plan Year.
- (iii) Beginning in MONTH DAY, YEAR, and each year thereafter, Contractor will provide at least one (1) trained representative to attend the EMPLOYER Annual Open Enrollment benefit fairs between the hours of 8:00AM and 5:00PM TIME ZONE HERE, conducted in the service area of the Contractor's providers. Benefit fair representatives will be trained in the RGSR-specific details of EMPLOYER PLAN benefits, network provider, RGSR-specific informational tools and resources, and salient issues affecting Members.

EMPLOYER will notify Contractor of the schedule of EMPLOYER Annual Open Enrollment benefit fairs by MONTH DAY, YEAR of each year.

(iv) No later than MONTH DAY, each year, the Contractor will make available and mail a welcome packet to subscribers enrolled and re-enrolled in the Contractor's RGSR during the EMPLOYER Annual Open Enrollment year, unless another date is agreed upon by EMPLOYER. EMPLOYER will instruct the TPA of EMPLOYER PLAN to provide Contractor with the RGSR subscribers to whom this availability and mailing requirements applies; if Contractor does not receive the subscriber list by MONTH DAY, of each year, then Contractor is obligated to mail the welcome packet within seven (7) calendar days of receiving the RGSR subscriber list.

In addition, during the Plan Year, the Contractor will make available and mail a welcome packet to each new subscriber within thirty (30) calendar days of enrollment. The welcome packet will include a description of the service available to each RGSR Member and how to access services and care. The welcome packet must be approved by EMPLOYER and comply with the requirements of Section 2.6 of this Contract.

- (v) The Contractor will provide RGSR Members with excellent Member experience by complying with the Provider Access and Administrative and Clinical Assistance/Services requirements and standards stated in Exhibit 1.3. Notwithstanding anything to the contrary in this Contract, the parties agree that the Provider Access specifications in Table I to Exhibit 1.3 are desired objectives; however, such specifications shall not be used to determine the Contractor achievement of any Quality Measures, reduction in Net Savings, or in the Financial Reconciliation.
- (vi) Contractor will provide the initial draft for all RGSR Member communications to EMPLOYER and will comply with all requirements for communications with RGSR Members, or prospective RGSR Members, described in Section 2.6 of this Contract. All communications will be readable and clear. Contractor will comply with the document control policies and procedures that are established by EMPLOYER. At the beginning of each year Contractor will provide EMPLOYER a single point of contact for communication collaborations. This subsection does not apply to Contractor's or Subcontractors' patient communications for treatment, payment, and health care operation purposes; nor does this subsection apply to communications that are not targeted solely at RGSR Members for disease management (e.g. communications by Contractor or Subcontractors to patients who have low adherence to medication like diabetes and hypertension, including RGSR Members who have high narcotic use, with information about the impacts of adherence and how to manage their medications including cost and quality).

(vii) Contractor will provide the reports relating to member experience, care management, fiscal and quality and will comply with all deliverable dates to ensure a member experience that meets the contract requirements. Detailed reports and timing are found in Exhibit 11. The table below offers a high level of examples.

Data/Reports	Source
<p><b>FP Financial Performance</b> detailing cost drivers and savings opportunities</p> <p>Monthly and Year to date numbers on Enrolled and Attributed Cohorts, and provider participation including substantial variance, cost drivers and other pertinent information to promote contract success as detailed in Exhibit 3.</p>	Claims data
<p><b>UM- Utilization Metrics</b> affecting member health and provider efficiency</p> <ul style="list-style-type: none"> <li>• Inpatient (e.g., hospitalization, 30 day readmits, high-cost conditions and venues) and Emergency Department (ED) usage (e.g., ER rates /1000, members with 5 or more ER visits per year, narcotic Rx from ERs) by RGSR Members</li> <li>• Out of network usage (based on reports from the TPA of EMPLOYER PLAN)</li> <li>• All Rx usage (e.g., cost trends, high cost, Rx adherence, Brand/Generic rates, high-cost drugs, and alternatives)</li> <li>• Any deeming, gold carding or RGSR delegation of UM/UR services</li> </ul>	Claims data
<p><b>CC_ Care Coordination</b> for Chronic conditions and High-Risk/Cost Members (see Exhibit 1.2)</p> <ul style="list-style-type: none"> <li>• # Of Members eligible for high-risk care management and members with greater than \$XX,000 of costs)</li> <li>• High-cost claimants and claims that exceed any agreed to exclusion in risk gain will be tracked, reported and variance in care detailed</li> <li>• # and % of Members engaged in high-risk care management including new, existing, and graduated members during the period.</li> </ul>	Claims, and other data sources mutually agreed upon by Contractor and EMPLOYER CMO (Recommend modeling care based on the CareMore processes)

<p><b>ME - Member experience</b> reporting as described in Exhibit 1.3(1)a:</p> <ol style="list-style-type: none"> <li>1) Clinical and Group Consumer Assessment of Health Care Providers and Systems (CG-CHAPS or other survey tool)</li> <li>2) Internal monitoring of patient access and “third available” appointments. Contractor shall identify themes and propose corrective action.</li> <li>3) Customer service, call center and web portal use and grievance resolution</li> </ol>	Customer Service and survey data
<p><b>QM - Quality Metrics</b> include Aggregated semi-annual and annual trend data for each of the Quality Measures in Exhibit 5, along with an identification of performance themes and proposed corrective actions</p>	Claims (for process measures) and clinical data from RGSR

Data/Reports	Source
<b>QI Quality Improvements</b> for Conditions and Services (e.g., Cardiac, Spine and Obstetric/OB), which drive EMPLOYER PMPM costs and trend the RGSR will report specific Programs or participation in program that track metrics and processes to reduce cost, improve quality and efficiency detailed in exhibit 1.2 and reporting in Exhibit 11.	Clinical (chart and registry) and claims data
QI Medical Home report Patient-Centered Medical Home (PCMH) progress towards EMPLOYER goal toward certification in large clinics	
QI Report – Care Coordination for High-Risk and Cost RGSR Members	
QI – Obstetrics lowering c-sections rates, increasing VBAC rates, lowering NICU admits and increasing breast feeding	
QI – Potentially Avoidable Hospital Admissions including readmissions, excessive ER use leading to admissions, out of network admissions and repatriations	
QI – Total Knee Replacement (TKR) and Total Hip Replacement (THR) Surgery Bundle including use of ASCs, monitoring adverse events and following post-op outcomes	
QI – Spine Fusion Bundle including use of ASCs, monitoring adverse events and following post-op outcomes	
QI – Cardiology including use of PCI radial access, Rx vs. PCI in low-risk members, monitoring adverse events and readmission in CV surgery and PCI services	
QI – Low Back Pain including use of ASCs, monitoring adverse events and following post-op outcomes	
QI - End of Life Care assisting members with home-based services including palliative and hospice care	
Any other reports requested by EMPLOYER (see Exhibit 1.2 and 11)	TBD and Ad Hoc Reports

- H.** Program Provider Requirements. All Contractor's RGSR Program Providers must be Preferred Providers in the TPA of EMPLOYER PLAN's network and meet all credentialing requirements of the TPA of EMPLOYER PLAN. Upon the termination of any of the Preferred Provider Agreements, the RGSR Program Provider will cease to be a member of the RGSR.
- I.** Network. The Contractor will disclose its network of RGSR Program Providers (Partner and Affiliate to include hospitals, facilities, clinics, and physicians), type of services provided, location of services and whether RGSR Program Providers are employed or non- employed by the Contractor including whether any providers are not contributing to quality metrics and data outlined in this contract. For the YEAR Plan Year, Contractor must provide an initial list of all Program Providers by Month DAY, YEAR, an updated list of all Program Providers on MONTH DAY, YEAR and MONTH DAY, YEAR, and a final list of all Program Providers by July 31, YEAR to the TPA of EMPLOYER PLAN in a format provided by EMPLOYER. The EMPLOYER file format must be received by Contractor on or before MONTH DAY, YEAR.

The parties agree that the RGSR is governed by the following relationship designations:

- i. Partner Providers are the core hospitals, facilities, clinics, and physicians, including radiology and other providers services identified in the Network Access tool, that are critical to the success of the RGSR and satisfying network requirements because of the number of EMPLOYER Members receiving primary care and specialty care in the covered network Zip codes Contractor must execute Partner Provider Agreements with the Partner Providers listed in Exhibit 4.1 that, at a minimum, includes the terms included in Exhibit 4.2 and Exhibit 11.
- ii. If additional Zip codes or Counties are added pursuant to Section 2.3(A)(i) of this Contract, the parties will amend Exhibit 4.1 to include any providers that will be Enrolled Partner Providers. Within sixty (60) days of the amendment, Contractor will execute a Partner Provider Agreement that meets the minimum requirements identified in Exhibit 4.2 and Exhibit 11.
- iii. Affiliate Providers are those hospitals, facilities, clinics, and physicians, including radiology and other services (in the Network Access tool for Adult and Pediatric Care), that are individually contracted with Contractor to ensure access to providers. Contractor must execute Affiliate Provider Agreements that, at a minimum, include the terms included in Exhibit 4.2 and Exhibit 11.
- iv. Ancillary Providers are those non-hospital providers that are in the TPA of EMPLOYER PLAN's network, which do not have any provider agreement with Contractor, and that have been Enrolled by EMPLOYER as an Ancillary Provider type. By MONTH DAY, YEAREMPLOYER will provide Contractor with the Ancillary Provider list for Plan Year Contractor must execute Affiliate Provider Agreements that, at a minimum, include the terms included in Exhibit 4.2 and Exhibit 11.

- v. It is EMPLOYER's intent to update the Ancillary Provider list annually. Each year thereafter, EMPLOYER will provide Contractor with the Ancillary Provider list by MONTH DAY for the subsequent Plan Year.

vi. The Ancillary Provider in facilities and providing services is subject to change annually. A full list can be found in the Network Access tools. Examples include:

- Facilities/Services – DMEs, hearing aid dispensary, home health, hospice, lab, skilled nursing facility, skilled rehab facility, Urgent Care Centers, dialysis centers, and birth centers.
- Providers – acupuncture, anesthesiologists, audiologists, chiropractors, Christian Science practitioners, licensed massage therapists, maxillo-facial surgeons, naturopaths, nutritionists, physical therapists, occupational therapists, speech therapists, behavioral health providers, pathologists, telehealth providers and licensed midwives.
- Other ancillary services in the Network Access Tool used in the RFP for this contract. See examples below:

Before Plan Year EMPLOYER intends to work with the Contractor to fully incorporate behavioral health providers, found in the Network Access tool, into their networks as Affiliate Providers or Partner Providers to achieve integration of behavioral and physical health services.

- J. Annual Provider Roster.** Starting in YEAR, by MONTH DAY each year, Contractor will provide to the TPA of EMPLOYER PLAN a list of Partner Providers and Affiliate Providers including all components of the provider roster specifications provided by EMPLOYER in Exhibit 10. The specifications will include each provider's designation of an RGSR for purposes of attribution.
- K. Exclusivity.** Contractor must ensure RGSR Program Providers that are participating in multiple EMPLOYER RGSRs declare a single RGSR that all Attributed RGSR Members will attribute to for evaluating Quality Measures and for the Financial Reconciliation. The attribution designation for each RGSR Program Provider (at the Taxpayer Identification Number level) must be included on the annual provider roster due on MONTH DAY of each year. The attribution process is set forth in Exhibit 3.5.
- L. Changes to RGSR Program Providers.** The Contractor shall provide notification to EMPLOYER of any potential changes to any Partner Providers or Affiliate Providers from the Contractor's network according to the following timelines:
  - (i) Beginning MONTH DAY, YEAR, before a Partner Provider or Affiliate Provider can be added to the Contractor's network, the Contractor must give written notice to the EMPLOYER Contract Manager of Contractor's intent to contract with the provider; the notice to the EMPLOYER Contract Manager must indicate whether the Contractor's intent is to add the new provider as a Partner Provider or an Affiliate Provider.

EMPLOYER will have three (3) Business Days, starting the Business Day after the notice is received, to decline to allow Contractor to add the provider to the RGSR's network or object to the intended Partner Provider or Affiliate Provider designation. If EMPLOYER objects to Contractor's intended Partner Provider or Affiliate Provider designation, the parties must reach agreement on the provider designation before Contractor executes an agreement with the new

provider. If EMPLOYER declines to allow Contractor to add the provider to the RGSR's network, EMPLOYER shall inform Contractor of the specific bases for its decision. The parties agree that EMPLOYER may only decline to allow to add a provider to the RGSR Network if (a) the provider is not a Preferred Provider or (b) EMPLOYER determines in good faith that the addition of the provider to the RGSR's network would compromise the safety or quality of care provided to the RGSR Members. This Section 2.3 (L) shall not apply to the addition of a provider to a Partner Provider or Affiliate Provider that is clinically integrated network organized as a separate legal entity.

For any new Partner Providers, the parties will amend Exhibit 4.1 of this Contract within fifteen (15) Business Days after the Contractor executes the Partner Provider Agreement with the new Partner Provider.

- (ii) Before any Partner Provider listed on Exhibit 4.1 can be removed from the Contractor's network, Contractor must give written notice to the EMPLOYER Contract Manager. If notice is provided between MONTH DAY, YEAR and MONTH DAY, YEAR, then the Partner Provider can leave the network at the start of the next Plan Year. If notice is provided between MONTH DAY, YEAR and MONTH DAY, YEAR, the Partner Provider cannot leave the network until the start of the second Plan Year after the notice is effective.

For example, if notice is effective on MONTH DAY, YEAR, then the Partner Provider may leave the Contractor's network effective MONTH DAY, YEAR. If the notice is effective on MONTH DAY, YEAR, then the Partner Provider may not leave the Contractor's network until MONTH DAY, YEAR.

If EMPLOYER determines that the departure of one or more Partner Providers from the Contractor's network will result in a failure to satisfy network requirements, EMPLOYER will notify Contractor of this determination. Contractor will have thirty (30) calendar days from the date it receives EMPLOYER's notice to propose a corrective action plan identifying the provider or providers who Contractor proposes to add to its network to maintain enough providers to assure that Covered Services are accessible to the relevant EMPLOYER population. EMPLOYER will consider the Contractor's corrective action plan in good faith and notify Contractor within thirty (30) calendar days of receipt whether the corrective action plan is acceptable. If EMPLOYER determines in good faith that the Contractor's corrective action plan is inadequate, EMPLOYER may terminate this Contract for cause under Section 3.34(A) of this Contract.

Notwithstanding the provisions of this subsection, the parties may mutually agree, in writing, to a mid-Plan Year termination date of a Partner Provider Agreement.

- (iii) Before an Affiliate Provider can be removed from the Contractor's network, the Contractor must give written notice to the EMPLOYER Contract Manager at least sixty (60) calendar days prior to the last day of the Affiliate Provider's network status with Contractor.

Notwithstanding the provisions of this subsection: (a) an Affiliate Provider may be immediately removed from the Contractor's network if the Affiliate Provider fails to maintain appropriate licensure, has relevant privileges suspended or terminated, is excluded from Medicare, Medicaid or other government programs, is convicted of a felony, or otherwise fails to satisfy the credentialing requirements of its Affiliated Provider Agreement with Contractor or its Participating Provider Agreement with the applicable TPA; and (b) the parties may mutually agree, in writing, to an earlier termination date of an Affiliate Provider Agreement.

- (iv) (iv) All notices under Section 2.3(L) shall be sent to the EMPLOYER Contract Manager and shall be deemed given if emailed or mailed by United States Postal Service, registered or certified mail, return receipt requested, postage prepaid and addressed as described in Section 2.12(A). Notice shall be effective on the date delivered, as evidenced by the return receipt.

- M. Health Information Technology to Improve Quality.** Contractor must have certified Electronic Health Record (EHR) systems as defined by the [Office of the National Coordinator](#). Contractor must contribute clinical data from its EHR system to the state Health Information Exchange hosted by when such clinical data repository service is offered.

Additionally, any RGSR Program Providers that have a certified EHR system, or establish a certified EHR system, must agree to contribute clinical data from its EHR system to the Health Information Exchange, when such clinical data repository is offered. Contractor will make every effort to contribute and receive EHR data from a Health Information Exchange such that admissions, discharges from In-network and Out of network hospitals and emergency departments are added to the clinical EMR.

- N. Cooperation.** Contractor must work cooperatively with EMPLOYER's other contractors, including but not limited to the Plan Suppliers listed in Exhibit 6 (e.g., Employer Carrier, Case manager organization, UM/UR provider, disability, and worker compensation carrier, etc.) to provide the best RGSR Member experience possible.
- O. Data Intermediary.** Contractor will subcontract with an RGSR Data Intermediary that will execute a Data Sharing Agreement with the TPA of EMPLOYER PLAN, as described in Section 2 this Contract and as set forth in Exhibit 2.4.
- P. RGSR Account Manager.** Contractor must identify an RGSR Account Manager to perform the responsibilities in Section 2.5(B) of this Contract. The initial RGSR Account Manager must be Enrolled by MONTH DAY, YEAR. By MONTH DAY of each Plan Year, the RGSR will send written notice of the RGSR Account Manager for that Plan Year.
- Q. Operations Manual.** Contractor will produce the first version of the operations manual to include accounting processes, invoicing, administration, customer service, and contact with EMPLOYER vendors. Contractor and EMPLOYER will mutually agree to an outline of the contents of the operations manual by MONTH DAY, YEAR and will work thereafter in collaboration with the EMPLOYER to finalize the operations manual by MONTH DAY, YEAR. The EMPLOYER and Contractor will follow the procedures and requirements written in the most recently signed operations manual, which will be incorporated by reference into this Contract.

- i. **Covered Services.** Covered Services include the health care services or health care items described as covered, and not excluded, in the EMPLOYER PLAN certificate of coverage applicable for that Plan Year. Contractor will comply with coverage and authorization decisions by the TPA of EMPLOYER PLAN and the EMPLOYER PLAN pharmacy benefit Plan Supplier or assume the duties as outlined in an Operation Manual prior to RGSR launch. Contractor does not have any role or responsibility in interpreting the EMPLOYER PLAN Certificate of Coverage. Contractor shall cooperate with case management and other utilization management services that are provided by the TPA of EMPLOYER PLAN.

#### 2.4 COVERED SERVICES NOT PERFORMED BY RGSR PROGRAM PROVIDERS

- A. The following services, regardless of whether the services are delivered by an RGSR Program Provider or a provider within the TPA of EMPLOYER PLAN's network (including the EMPLOYER PLAN network), will be covered at an in-network benefit rate: Urgent Care, Emergency Services, children's in-patient services, transplants, applied behavior analysis therapy, bariatric surgery, in-patient psychiatric services, elective pregnancy terminations, and transgender services. All the services, regardless of whether the services are delivered by an RGSR Program Provider or a provider within the TPA of EMPLOYER PLAN's network (including the EMPLOYER PLAN network), will be Experience Amounts in the Financial Reconciliation, except (LIST SERVICES HERE). Experience Amounts in the Financial Reconciliation only if they were delivered by an RGSR Program Provider. All the services, regardless of whether the services are delivered by an RGSR Program Provider or a provider within the TPA of EMPLOYER PLAN's network (including the EMPLOYER PLAN network), will be connected to an EMR system to all PCPs, Specialist, other contract services and Telehealth to have knowledge of service provider, member, care given, DOS and follow-up plan.
- B. Emergency Services delivered by a licensed provider out of the RGSR and TPA of EMPLOYER PLAN's network will be covered at the RGSR in-network rate and included in the Financial Reconciliation. The RGSR will track and report any trends in out of RGSR ER use and work with EMPLOYER to reduce said use.
- C. When an RGSR Member requires a Covered Service, which is medically necessary or legally mandated, and the RGSR determines it is in the patient's best interest to receive such Covered Services out-of-network, then the RGSR Program Provider shall contact the TPA of EMPLOYER PLAN for an exception authorization (i.e., "waiver" form). All authorized exceptions ("waivers") will be considered an in-network Covered Service and included in the Financial Reconciliation.

D. Telehealth. An RGSR plan receives additional points on the RFP towards the percentage of beneficiaries residing within published time and distance standards for the applicable provider specialty type and county when the plan includes one or more telehealth providers that provide additional telehealth benefits. RGSR telehealth and EMPLOYER telehealth vendor shall integrate their respective EMR into the RGSR EMR to ensure continuity of care. If not integrated a plan to integrate will be added to the RGSR master plan. Details of telehealth services should be reported prior to prelaunch activities by MONTH DAY, YEAR. RGSR employed or contracted networks for the following telehealth service (examples below) for both adults and children:

- (i) Dermatology.
- (ii) Psychiatry.
- (iii) Cardiology.
- (iv) Neurology.
- (ix) Primary Care.
- (v) Otolaryngology
- (vi) Ophthalmology
- (vii) Allergy and Immunology.
- (viii) Nephrology.
- (x) Gynecology/OB/GYN.
- (xi) Endocrinology.
- (xii) Infectious Diseases.
- (xiii) Clinical Psychology
- (xxiv) Clinical Social Work
- (xxv) Substance Abuse Counseling
- (xxiv) Other

## 2.5 EMPLOYER SENIOR ACCOUNT SPONSOR & RGSR ACCOUNT MANAGER DESIGNATIONS

- A. EMPLOYER will designate a Senior Account Sponsor(s) for the RGSR. EMPLOYER may designate a different Senior Account Sponsor(s) at any time by written notice to Contractor's Enrolled RGSR Account Manager. The EMPLOYER Senior Account Sponsor(s) may delegate responsibilities assigned by this Contract to other EMPLOYER employees by written or verbal notification to the Contractor's Enrolled RGSR Account Manager.
- B. Contractor will designate an RGSR Account Manager that is proficient in coordinating resources and services to meet all Contract requirements and is responsive to requests for support and coordination from the Enrolled EMPLOYER Senior Account Sponsor(s). Contractor may designate a different RGSR Account Manager at any time by written notice to EMPLOYER's Enrolled Senior Account Sponsor(s). The RGSR Account Manager shall:

- (i) Designate an RGSR-based Account Management Team that is experienced, knowledgeable, and readily accessible to the EMPLOYER Senior Account Sponsor(s). At the beginning of each year, Contractor will provide EMPLOYER with a memo providing the Account Management Team. If the Account Management Team changes, Contractor will notify EMPLOYER within thirty (30) calendar days of the change.
- (ii) Participate in activities to analyze the RGSR, identify improvement opportunities, design interventions, and coordinate implementation with EMPLOYER.
- (iii) Respond, within two (2) Business Days unless the matter is Enrolled urgent by EMPLOYER, to EMPLOYER inquiries, contacts, and requests, and keep EMPLOYER informed of new and outstanding issues related to RGSR Plan administration. The RGSR Account Manager's response should either provide a substantive response to the request, outline the additional information needed from EMPLOYER to respond to the request, or indicate the time in which a full substantive response will be provided.
- (iv) Monitor and report on the RGSR's reporting requirements in this Contract.

## 2.6 COMMUNICATION & PUBLICITY

- A. Contractor agrees to submit to EMPLOYER all advertising and publicity matters relating to this Contract wherein EMPLOYER's, or EMPLOYER PLAN's name or Mark is mentioned, or the language used may infer or imply a connection with EMPLOYER, or EMPLOYER PLAN. The Contractor agrees not to publish or use EMPLOYER or EMPLOYER's name in advertising or publicity matters without the prior written consent of EMPLOYER.
- B. Contractor will dual-brand all RGSR product communications as EMPLOYER PLAN, with the EMPLOYER PLAN or EMPLOYER Mark and name, unless EMPLOYER requests single branding. No communications with RGSR Members will be branded as being solely from the Contractor except with advance written approval of EMPLOYER.
- C. Contractor may communicate directly with RGSR Members if approved by EMPLOYER and only as is necessary to carry out Contractor's obligations to EMPLOYER.
- D. Contractor must have written approval from EMPLOYER for all materials distributed or mailed to RGSR Members prior to distribution or mailing.
- E. Contractor will assure that all communications to RGSR Members relate directly to the RGSR. Contractor will not send, help, or allow anyone else to send any communications to RGSR Members except those relating directly to the RGSR, unless authorized in writing in advance by EMPLOYER.
- F. Contractor will assure that all communications comply with the Americans with Disabilities Act and implementing regulations.
- G. This Section of the Contract does not apply to Contractor's or Subcontractors' patient communications for treatment, payment, and health care operation purposes. Nor does this Section apply to communications that are not targeted solely at RGSR Members for disease management (e.g., communications by Wellness Contractor or Subcontractors to patients who have high cholesterol, including RGSR Members who have high cholesterol, information about the impacts of high cholesterol and how to manage high cholesterol.).

## 2.7 FINANCIAL APPROACH AND GUARANTEES

A. The process of performance incentives and disincentives with Contractor will begin in the first full Plan Year. Performance incentives and disincentives will be tied to measurable improvements or lack of improvements for specific financial, quality, Member experience and clinical outcomes metrics in accordance with Exhibit 5.

Contractor trend must meet or exceed the Benchmark Trend Rates for each Performance Year as provided in Exhibit 3.3. When the Contractor meets or exceeds the metrics in Exhibit 5 and attends a gain share based on Exhibit 3.3, there may be addition gain awarded. However, if the contract meets or exceeds the metrics in Exhibit 5 but fails to achieve gain share or has a deficit share, the percentage of gain and deficit will change based on Exhibit 5, Figure 3.4(a).

B. On an annual basis, a Financial Reconciliation will be conducted for each Cohort to determine whether there are Net Deficits and/or Net Savings for each cohort based on the requirements set forth in Exhibit 3.3. Examples of Calculations for Net Savings and Net Deficits are provided in Exhibit 3.4.

- (i) EMPLOYER will consider quality and Member satisfaction when calculating the Contractor's share of the Gross Savings and Gross Deficits as described in the Exhibit 3 Series and Exhibit 5.
- (ii) Contractor will consider some analysis of high value and efficient PCP and "specialists" with both a lower conversion factor or total cost of care and some metric of higher quality for referrals of all cohorts
- (iii) The Financial Reconciliation will be performed separately for each Cohort and include a complete accounting of the aggregate Allowed Amounts for all Experience Amounts furnished to the RGSR Members, including medical, pharmacy, and behavioral health claims. Not all Covered Services will be considered in Financial Reconciliation. Exhibit 3.3 provides details for which services are not included Experience Amounts and will be excluded from the RGSR Adjusted Base Cost PMPM.
- (iv) The Financial Reconciliation will be done on an incurred claims basis with three (3) months run-out with no adjustment for claims incurred but not paid. This applies to both the Adjusted Base Cost PMPM and the Target Cost PMPM.
- (v) For each Performance Year and Cohort, the Unadjusted Base Cost PMPM will be the average of the participating RGSR Member's YEAR Experience Amounts. This will serve as the starting point from which increases or decreases in the Performance Year average Experience Amounts PMPM will be measured during the Financial Reconciliation. The starting point shall not exceed the EMPLOYER'S historical trend.
- (vi) The Adjusted Base Cost PMPM will be calculated by multiplying the Unadjusted Base Cost PMPM by the ratio of the Performance Year Risk Score to the Base Year Risk Score.

(vii) The Target Cost PMPM will be the Adjusted Base Cost PMPM trended forward using the Benchmark Trend Rates and the Annual Trend

Guarantee Rates for each year. For each Performance Year the Aggregate Target Cost will be computed as the Performance Year Member Months multiplied by the Target Cost PMPM.

- (viii) The Aggregate Experience Amount for the Performance Year for each Cohort will be compared to the Aggregate Target Cost to calculate the Gross Deficits or Savings.
- (ix) For each Performance Year and Cohort, the difference between the Aggregate Experience PMPM Amount and the Aggregate Target PMPM Cost will be a Gross Deficit if the Aggregated Experience Amount is more than the Risk Corridor, or a Gross Savings if the Aggregate Experience Amount is less than the Risk corridor.
- (x) For each Performance Year and Cohort, the Gross Savings or Gross Deficits are multiplied by the Savings Share percentage or the Deficit Share percentage, respectively to calculate Net Savings or Net Deficits. The Savings Share or Deficit Share are determined based on the descriptions in Exhibit 5 and the overall Quality Improvement Score. Net Savings can be achieved on both the Attributed and Enrolled Cohort, while Net Deficits can only be achieved on the Enrolled Cohort.

C. The reduction of Net Deficit will be conducted in accordance with the requirements set forth in Exhibit 3.1. If a Plan Supplier is late submitting data/reports included in Table I of Exhibit 2.2 then Contractor must send EMPLOYER a completed copy of Exhibit 3.2, as described in Exhibit 3.1.

D. Attribution will occur in accordance with the requirements set forth in Exhibit 3.5.

E. The Financial Reconciliation Summary Form provided in Exhibit 3.6 will be completed by the EMPLOYER and Contractor during the annual Financial Reconciliation process. EMPLOYER or Contractor will include a copy of a fully executed copy of Exhibit 3.6 with any invoice sent pursuant to Section 2.10 of this Contract.

F. At each step during the calculation processes contained in Exhibit 3.3 and the last step during calculation processes contained in Exhibit 5, all percentage values will be rounded to the nearest tenth of a percent. For example, a value of 58.4499% will be rounded to 58.4% whereas a value of 58.4500% will be rounded to 58.5%.

## 2.8 COMPENSATION AND PAYMENT

- A. If there are **Gross Savings** in a Performance Year, Contractor will be entitled to a percentage of for the Net Savings (i.e., the percentage of Gross Deficits as described in Exhibit 3 as Saving Share). Contractor's Saving Share is linked to quality performance. Substantial quality performance increase or decrease a Contractor saving share based on the quality metrics and targets as described Exhibit 5.

- i. Contractor's Saving Share may also be reduced or increased to based Exhibit 5 Table 3.2a when reports are delinquent.
- ii. Examples of the above are contained in Exhibit 3 related to Good, Average and Poor performing RGSR financial and quality metrics.

B. If there are **Gross Deficits** in a Performance Year, Contractor will be responsible for the Net Deficit (i.e., the percentage of Gross Deficits as described in Exhibit 3 as Deficit Share). Contractor's Deficit Share is linked to quality performance. Substantial quality performance may reduce or increase a contractor deficit share based on the quality metrics and targets as described Exhibit 5.

- i. Contractor's Deficit Share may also be reduced or increased to based Exhibit 5 Table 3.2b when reports are delinquent.
- ii. Examples of the above are contained in Exhibit 3 related to Good, Average and Poor performing RGSR financial and quality metrics.

Performance Criteria	Net Savings Payment Reduction in Performance YEAR (EXAMPLE)	Net Savings Payment Reduction in Performance YEAR (EXAMPLE)
After-hours access requirements in Exhibit 1.3(1)(b)	\$5,000	\$10,000
EMPLOYER dedicated Contact Center performance guarantees in Exhibit 1.3(2)(c)	\$5,000	\$10,000
RGSR benefit fair requirements in Contract Section 2.3(F)(iii) Welcome packet mailing requirements in Contract Section 2.3(F)(iv)	\$5,000	\$10,000
Demonstrated progress of RGSR Program Providers toward meaningful adoption and use of electronic health records as required in Exhibit 1.1	\$5,000	\$10,000
An EMPLOYER Dedicated Contact Center Services by MONTH DAY, YEAR that meets the requirements in Exhibit 1.3	\$5,000	\$10,000
A Website/Portal by November 1, in Exhibit 1.3(d)	\$5,000	\$10,000

Received EMPLOYER approval of the master implementation work plan required in Exhibit 1.1	\$5,000	\$10,000
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- C. If a Gross Deficit occurs in a Performance Year, then Contractor is responsible for payment to EMPLOYER of up to \$XX,XXX and no less than of the Gross Deficit produced.
- D. If Contractor is entitled to payment from EMPLOYER for Net Savings in a Performance Year with respect to the One Cohort and owes EMPLOYER a Net Deficit amount with respect to other Cohort, the Net Savings and Net Deficit amounts shall be offset such that (i) if the Net Savings are greater than the Net Deficit, EMPLOYER shall pay Contractor the difference between the Net Savings and the Net Deficit, and (ii) if the Net Deficit is greater than the Net Savings, Contractor shall pay EMPLOYER the difference between the Net Deficit and the Net Savings.
- E. If Contractor is unable to fulfil the contract requirement in Table 2.2 a fine may be added in year one and following years at the Employer's discretion and paid at the first quarter, follow contract year one.

### Section 2.2 Table 1: Performance Fines

Performance Criteria	Net Savings Payment Reduction in Performance YEAR	Net Savings Payment Reduction in Performance YEAR
Received EMPLOYER approval of the RGSR communication plan methodology and sampling plan and plan for reporting on access and timeliness metrics as required in Exhibit 1.1	\$5,000	\$10,000
Finalized operations manual by MONTH DAY, YEAR as required by Contract Section 2.3(Q) and Exhibit 1.1	\$10,000	\$10,000
<b>TOTAL</b>	<b>\$50,000</b>	<b>\$90,000</b>

- A. Contractor is liable for all expenses related to performance of its obligations pursuant to this Contract. EMPLOYER has no obligation to make payment to Contractor pursuant to

this Contract except for payment of a percentage of Gross Savings on the terms and conditions set forth in this Contract and its Exhibits.

- B. Work performed outside the scope of this Contract without an amendment signed by an authorized agent of both parties, will be at the sole risk of Contractor.

## 2.9 LIQUIDATED DAMAGES

In the event of any such failure of performance of obligations in the Data and Reporting Requirements of Section 2.3(G) and Exhibit 11 of this Contract, Contractor shall pay the Enrolled “late fee” as liquidated damages and not as a penalty. EMPLOYER shall invoice Contractor for any such late fee as a separate item. Payment by Contractor will be considered timely if made (by either mailing payment or initiating a direct deposit) to the EMPLOYER within thirty (30) calendar days of the receipt of the invoice

## 2.10 BILLING AND INVOICE

- A. For each Performance Year, EMPLOYER will perform the Financial Reconciliation as described in Exhibit 3.3, provide Contractor with the full Financial Reconciliation, and provide Contractor with a copy of the Exhibit 3.6 *Financial Reconciliation Summary Form* signed by the EMPLOYER Contract Manager, by MONTH DAY after the close of the previous Performance Year.
- B. If Contractor agrees with the Financial Reconciliation, and is owed Net Savings, then no later than MONTH DAY, YEAR after the close of the previous Performance Year, Contractor will sign the Exhibit 3.6 *Financial Reconciliation Summary Form* and submit a copy of it containing an original ink signature to EMPLOYER along with an invoice that complies with the following requirements:
  - (i) An invoice that includes:
    - a. Invoice number and invoice date.
    - b. EMPLOYER Contract number XXX;
    - c. Contractor name, address, phone number.
    - d. Date(s) of Performance Year.
    - e. The agreed Net Savings payment owed as reflected in the Financial Reconciliation.
    - f. Any applicable taxes.
    - g. Total invoice price; and
    - h. Payment terms and any available prompt payment discount.
  - (ii) All invoices submitted must be provided in the form and with the data and information necessary to substantiate the work required by this Contract. The invoice will be reviewed for payment by the EMPLOYER Contract Manager, or his/her designee and approval shall not be unreasonably withheld.
  - (iii) Contractor shall only submit invoices as permitted by this Contract. The Contractor shall not bill the EMPLOYER for services/deliverables performed under this Contract, and the EMPLOYER shall not pay the Contractor if the

Contractor is entitled to payment from, or has been or will be paid by, any other source, including grants, specifically for such services/deliverables. For avoidance of doubt, the parties agree that any grants that are not specifically for payment for the services/deliverables performed under this Contract, including without limitation any grants received by Contractor to fund network infrastructure development, are not subject to this Section 2.10(B)(iii).

- (iv) EMPLOYER will return incorrect, incomplete, or unverifiable invoices to the Contractor for correction and resubmittal. The Contract Number must appear on all invoices, bills of lading, packages, and correspondence relating to this Contract. The form and content of all invoices and the payment of such invoices will follow any applicable EMPLOYER payment guidelines. EMPLOYER will notify Contractor of any invoice requirements that Contractor did not comply with, and Contractor will have XX (XX) calendar days to cure any invoice defects.
- (v) Invoices shall describe and document to the EMPLOYER's satisfaction a description of the work performed; the progress of the project; and fees.
- (vi) Payment to Contractor shall be considered timely if made (by either mailing payment or initiating a direct deposit) by the EMPLOYER within XX (XX) calendar days of the receipt of properly completed invoices. (Note: Failure to submit a properly completed Internal Revenue Service (IRS) form W-9 may result in delayed payments and such delays are not the fault of EMPLOYER and shall not be basis for any remedy under this Contract.) Unless electronic payment is used pursuant to Section 2.10(B)(vii), payment shall be sent to the address Enrolled by the Contractor.
- (vii) Contractor is required to register as an EMPLOYER vendor, which allows Contractor to receive payments from all participating EMPLOYER SUBCONTRACTOR. The EMPLOYER prefers to utilize electronic payment in its transactions and encourages Contractor to elect payment by direct deposit.

C. If Contractor agrees with the Financial Reconciliation and owes EMPLOYER a Net Deficit payment, Contractor will sign the Exhibit 3.6 *Financial Reconciliation Summary Form* and submit a copy of it containing an original ink signature to EMPLOYER by September 30 after the close of the previous Performance Year.

- (i) If EMPLOYER does not receive the signed Exhibit 3.6 *Financial Reconciliation Summary Form* by the September 30, deadline, Contractor will be deemed to have agreed to the amount owed to EMPLOYER.
- (ii) EMPLOYER will invoice Contractor the agreed amount. Payment by Contractor will be considered timely if made (by either mailing payment or initiating a direct deposit) to the EMPLOYER within XX (XX) calendar days of the receipt of the invoice.

- D. If Contractor disputes any part of the Financial Reconciliation or the Exhibit 3.6 *Financial Reconciliation Summary Form*, Contractor must submit a detailed written description of the disagreement(s) in accordance with the dispute process in Section 3.14 of this Contract, to the EMPLOYER Contract Administrator by MONTH DAY, YEAR, after the close of the previous Performance Year. Thereafter, the dispute process described in Section 3.14(B)(iv)-(v) of this Contract will govern.
- E. Upon expiration or termination of the Contract, any invoice under this Contract for payments due and payable that are incurred prior to the expiration date or termination date must be received by EMPLOYER within sixty (60) calendar days after the completion of the last Financial Reconciliation. Invoices received after the deadline shall be paid at the sole discretion of EMPLOYER and are contingent upon the availability of funds.

## 2.11 CONTRACT MANAGEMENT AND ADMINISTRATION

- i. The individuals listed below, or their Successors, shall be the main points of contact for services provided under this Contract. EMPLOYER's Contract Manager or his/her Successor is responsible for monitoring the Contractor's performance and shall be the contact person for all communications regarding Contract performance, deliverables, and invoices. The Contract Manager has the authority to accept or reject the services provided and if satisfactory, certify acceptance of each invoice submitted for payment. Notifications regarding changes to this Section must be in writing (e-mail acceptable) and maintained in the project file but will not require a formal contract amendment.

<b>Contractor Contract Manager</b>	<b>EMPLOYER Contract Manager</b>
NAME Address	NAME ADDRESS
Phone: Email:	Phone: Email:

- ii. EMPLOYER's Contract Administrator for this Contract is NAME HERE, or her Successor or designee. The Contract Administrator is Enrolled to receive legal notices, and to administer, amend, or terminate this Contract. All Contract documents under this Contract will be processed by the EMPLOYER Contract Administrator and submitted to Contractor for acceptance. Contact information for the EMPLOYER Contract Administrator is:

EMPLOYER Contract Administrator

NAME  
ADDRESS

Phone:  
Email:

## 2.12 NOTICES

Unless notice requirements are expressly described in this Contract, whenever one (1) party is required to give notice to the other under this Contract, it shall be deemed given if sent by courier for overnight delivery (with proof of delivery) or mailed by the United States Postal Service, registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

A. In the case of notice to the Contractor, notice will be sent to:

Attention: CFO NAME

ADDRESS

C. In the case of notice to EMPLOYER, the notice must be sent to the EMPLOYER Contract Administrator at the mailing address included in Section 2.11(B) of this Contract.

D. Notices shall be effective on the date delivered, as evidenced by the return receipt.

E. Either party may change its address for notification purposes at any time by mailing a notice in accordance with this Section and must state the change and indicate whether a new address must be used for notices in the future. Changes made pursuant to this Section will be effective on the tenth (10th) calendar day following the effective date of the notice unless a later date is specified in the notice.

## 2.13 ORDER OF PRECEDENCE

Each of the items listed below is incorporated by reference into this Contract. In the event of an inconsistency, the inconsistency shall be resolved by giving precedence in the following order:

- F. Applicable Federal statutes and regulations.
- G. Applicable state of STATE statutes and regulations.
- H. General Terms and Conditions in Section 3 of this Contract.
- I. Any other term and condition in Sections 1 or 2 of this Contract.
- J. The Exhibits to this Contract in following order: Exhibit 2.4; Exhibit 3.1; Exhibit 3.2; Exhibit 3.3; Exhibit 3.4; Exhibit 3.5.; Exhibit 3.6; Exhibit 5; Exhibit 5 – Attachment 1; Exhibit 4.1; Exhibit 4.2; Exhibit 4.3; Exhibit 4.4; Exhibit 1.1; Exhibit 1.2; Exhibit 1.3; Exhibit 2.1; Exhibit 2.2; Exhibit 2.3; Exhibit 6; Exhibit 7; Exhibit 8;
- K. EMPLOYER (RFA) No. XXX, incorporated via reference into to this Contract as Exhibit 9;
- L. Contractor's Response to RFA No. XXX dated MONTH DAY, YEAR, incorporated via reference into to this Contract as Exhibit 10; and
- M. Any other provision, term or material incorporated herein by reference or otherwise incorporated.

## 2.14. EMPLOYER APPROVAL

The parties acknowledge and agree that the offering of an RGSR Plan and the RGSR Plan's benefit design are subject to approval by EMPLOYER. If EMPLOYER does not approve offering an RGSR Plan, this Contract is null and void.

### 3 GENERAL TERMS AND CONDITIONS

#### 3.1 ACCESS TO DATA

Within thirty (30) calendar days of EMPLOYER's request unless the parties mutually agree to another deadline, Contractor will provide access to data generated by the RGSR under this Contract to EMPLOYER, or the EMPLOYER Auditor at no additional cost to EMPLOYER. This includes access to all information that supports the findings, conclusions, and recommendations of Contractor's reports, including computer models and methodology for those models.

#### 3.2 ADVANCE PAYMENT PROHIBITED

No advance payment shall be made for services furnished by the Contractor pursuant to this Contract. Payments will only be made to Contractor for services actually rendered. EMPLOYER has no obligation to pay Contractor for activities or services performed by Contractor before the Effective Date of the Contract.

#### 3.3 AMENDMENTS

This Contract may be amended by mutual agreement of the parties. Such amendments will not be binding, or payments made under amendment terms, unless the amendment is agreed to in writing and signed by an authorized agent of EMPLOYER and Contractor. For EMPLOYER, the authorized agent is the EMPLOYER Contract Administrator Enrolled in Section 2.11(B).

#### 3.4 ASSIGNMENT

- A. Neither party may assign this Contract in whole or in part to a third party without the prior written consent of the other party. EMPLOYER's written consent can condition an assignment on proof that the assignee's qualifications and ability to perform is at least equal to those of the Contractor. Such assignment shall not operate to relieve Contractor of any of its performance, duties, and obligations hereunder, nor shall such assignment affect any remedies available to EMPLOYER that may arise from any breach of any provision in this Contract, or warranties made herein including but not limited to, rights of setoff.
- B. An assignment includes a sale of all assets or ownership interest, or other change of control.

#### 3.4 ATTORNEYS' FEES

In the event of litigation or other action brought to enforce Contract terms, each party agrees to bear its own attorneys' fees and costs.

#### 3.5 CHANGE IN STATUS

- A. The Contractor shall provide EMPLOYER with ninety (90) calendar days' prior written notice of any change in the Contractor's legal or financial status due to a merger, acquisition, change of ownership or other change of legal status.

B. The Contractor shall provide EMPLOYER notice within NUMBER (X) Business Days of the effective date of any changes to the Contractor's key personnel including, but not limited to, its Chief Executive Officer or Chief Financial Officer.

### 3.7 COMPLIANCE WITH APPLICABLE LAW

- A. Contractor shall comply with all federal, state, and local licensing, accreditation, and registration requirements/standards, necessary for the performance of this Contract and the payment of any taxes due on payment made under this Contract.
- B. Contractor and its Subcontractors shall comply with all applicable federal, state, and local laws and regulations, and all amendments thereto, that are in effect when the Contract is signed or that come into effect during the term of this Contract. If any provision of this Contract conflicts with any applicable state or federal law or regulation, the Contract language is amended to conform to the minimum requirements of the law or regulation. A provision of this Contract that is stricter than such laws or regulations will not be deemed a conflict. The applicable laws include, but are not necessarily limited to, the following:
  - a. The Public Health Services Act of 1944 (PHSA);
  - b. The Consolidated Omnibus Budget and Reconciliation Act of 1985 (COBRA);
  - c. The Patient Protection and Affordable Care Act of 2010 (PPACA or ACA);
  - d. The Health Care and Education Reconciliation Act of 2010;
  - e. The Health Insurance Portability and Accountability Act of 1996 (HIPAA);
  - f. Federal Medicare and Medicaid statutes (42 U.S.C. § 1395 *et seq.*), including the Medicare Advantage program statutes (42 U.S.C. § 1395w-21 *et seq.*) and the Medicare prescription drug benefit program (42 U.S.C. § 1395w-101 *et seq.*);

The federal physician self-referral (“*Stark*”) Law (42 U.S.C. § 1395nn);  
 The federal Anti-Kickback Statute (42 U.S.C. § 1320a-7b);  
 The federal False Claims Act (31 U.S.C. §§ 3729-33);  
 The Internal Revenue Code of 1986;  
 The American Recovery and Reinvestment Act of 2009 (ARRA);  
 The American with Disabilities Act of 1990 (ADA);  
 The Genetic Information Nondiscrimination Act of 2008 (GINA);  
 Title VI of the Civil Rights Act of 1964;  
 All federal and state antitrust laws and regulations;  
 All federal and state nondiscrimination laws and regulations;

### 3.8 CONFIDENTIAL INFORMATION PROTECTION

A party's receipt of, access to, use and disclosure of Confidential Information or Protected Health Information is subject to the requirements in Section 2.2(C) and Exhibits 2.4, 7, and 8.

### 3.9 CONFLICT OF INTEREST

- A. In the event this Contract is so terminated by EMPLOYER, EMPLOYER shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of a breach of the Contract by the Contractor. The rights and remedies of EMPLOYER provided for in this Section are not exclusive and are in addition to any other rights and remedies provided by law.
- B. In the event this Contract is so terminated by EMPLOYER, the existence of facts upon which the EMPLOYER makes any determination under this clause may be reviewed under the "Disputes" clause of this Contract. If EMPLOYER is unable to prove a violation occurred, then EMPLOYER may be found to be in breach of this Contract.

### 3.10 CONSTRUCTION

- A. The parties agree that neither of them shall be deemed the drafter of this Contract and that, in construing this Contract, no provision hereof shall be construed in favor of one party on the ground that such provision was drafted by the other.
- B. In this Contract, where applicable, references to the singular shall include the plural and references to the plural shall include the singular.
- C. Regardless of capitalization, "including" means, unless the context requires otherwise, "including but not limited to."
- D. If any deadline for performance of an obligation in this Contract does not fall on a Business Day, the deadline for performance will be the next Business Day.

### 3.11 COVENANT AGAINST CONTINGENT FEES

The Contractor warrants that no person or selling agent has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established agents maintained by the Contractor for the purpose of securing business. EMPLOYER will have the right, in the event of breach of this clause by the Contractor, to annul this Contract without liability or, in its discretion, to deduct from the amount due to Contractor under this Contract or recover by other means the full amount of such commission, percentage, brokerage or contingent fee.

### 3.12 DEBARMENT

The Contractor certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded in any STATE or Federal department or agency from participating in transactions (debarred).

The Contractor agrees to include the above requirement in all subcontracts into which it enters and agrees that it will not employ debarred individuals or Subcontractor with any debarred providers, persons, or entities. The Contractor shall immediately notify EMPLOYER if, during the term of this Contract, Contractor becomes debarred.

EMPLOYER may immediately terminate this Contract by providing Contractor written notice in accordance with Section 2.12 if the Contractor becomes debarred during the term hereof.

### 3.13 DEFENSE OF LEGAL ACTIONS

Each party to this Contract shall advise the other as to matters that come to its attention with respect to potential substantial legal actions involving allegations that may give rise to a claim for indemnification from the other. Each party will fully cooperate with the other in the defense of any action that arises out of matters related to this Contract and that may give rise to a claim for indemnification from a party by providing without additional fee all reasonably available information relating to such actions and by providing necessary testimony. Contractor and its Subcontractors, if any, will fully cooperate with EMPLOYER to assist in prosecuting any such action, including but not limited to antitrust or fraud actions prosecuted on behalf of the EMPLOYER, by providing without additional fee all reasonably available information relating to such causes of action and providing necessary testimony.

### 3.14 DISPUTES

- A. The parties shall use their best, good faith efforts to cooperatively resolve disputes and problems that arise in connection with this Contract. Both parties will continue, without delay, to carry out their respective responsibilities under this Contract while attempting to resolve the dispute under this Section.
- B. Except as otherwise provided in this Contract, the parties agree to the following process to address disputes:
  - a. The parties will attempt to resolve the dispute at the project management level.

- b. Next, either party may submit a request for a dispute resolution to the EMPLOYER Contract Administrator. A party's request for a dispute resolution must be in writing and must clearly state all the following:
  - a. The disputed issue(s);  
b. An explanation of the positions of the parties;  
c. Any additional facts necessary to explain completely and accurately the nature of the dispute; and  
d. A description of the remedies sought.
  - c. Requests for a dispute resolution conference must be mailed to the EMPLOYER Contract Administrator at NAME, ADDRESS and PHONE HERE within thirty (30) calendar days after the party could be expected to have knowledge of the issue which he/she now disputes.
  - d. The EMPLOYER Contract Administrator will then coordinate a dispute resolution conference according to the timeframe and parameters set by the EMPLOYER or his/her designee.
    - i. The EMPLOYER or designee will set a time for the parties to present their views on the disputed issue(s). The dispute resolution conference will occur within NUMBER (XX) calendar days of the receipt of the request for a dispute resolution conference unless an extension is mutually agreed to by the parties. The format and time allowed for the presentations are solely within the Director's or the EMPLOYER designee's discretion. The EMPLOYER or the EMPLOYER's designee will provide written notice of the time, format, and location of the conference.

- ii. The EMPLOYER or the EMPLOYER's designee will consider all the information provided at the conference and will issue a written decision on the disputed issue(s) within thirty (30) calendar days after the conclusion of the conference. However, the EMPLOYER or the EMPLOYER's designee retains the option of taking up to an additional NUMBER (XX) calendar days to consider the disputed issue(s) or taking additional steps to attempt to resolve them. If the EMPLOYER or the EMPLOYER's designee determines, in his or her sole discretion, that an additional period of up to NUMBER (XX) calendar days is needed for review, he or she will notify the Contractor, in writing, of the delay and the anticipated completion date before the initial thirty-day period expires.
- iii. The Employer, at his or her sole discretion, may appoint a designee to represent him or her at the dispute conference. If the Employer does appoint a designee to represent him or her at the dispute conference, the Employer shall retain all final decision-making authority regarding the disputed issue(s).
- iv. lieu of dispute resolution under Section 3.14B above, the parties may mutually agree to attempt to resolve a dispute through mediation. With respect to any dispute concerning the Financial Reconciliation process the parties may designate a mutually agreeable actuary to act as an expert during the mediation or as the sole mediator and will equally share the costs of the mediator and of any such joint actuarial expert. Each party shall be solely liable for all other costs it incurs related to mediation.
- v. The parties hereby agree that the parties shall pursue dispute resolution under either subsection B or C above before pursuing any judicial or quasi-judicial proceeding, and that subsection B and C above are the sole administrative remedies under this Contract.

### 3.15 FORCE MAJEURE

Neither EMPLOYER nor Contractor will be liable for any failure of or delay in the performance of this Contract for the period that such failure or delay is due to causes beyond its reasonable control, including but not limited to fires, floods, earthquakes, landslides, riots, strikes or labor disputes, major epidemics, acts of God, war, terrorist acts, embargoes, or any other similar force majeure event. Nonperformance under this Contract related to force majeure events will not be a ground for termination by default. The parties are required to take all commercially reasonable actions to prevent the impact of a foreseeable force majeure event. Immediately upon the occurrence of any such event, the parties shall commence to use commercially reasonable efforts to provide, directly or indirectly, alternative and, to the extent practicable, comparable performance. Nothing in this Section shall be construed to prevent EMPLOYER from terminating this Contract for reasons other than for default during the period of the events set forth above, or for default, if such default occurred prior to such event.

Should any one health issue in the cohorts (e.g., an epidemic of flu) cause the Experience PMPM to increase, due to no fault of the RGSR, an actuary will deduct a PMPM equivalent from the RGSR Experience PMPM for purposes of Gross saving or Gross Deficit. The Contractor and Employer agree to a PMPM adjustment when the percentage of overall EMPLOYER health care is calculated as X% of the affected trend.

### 3.16 GOVERNING LAW AND VENUE

This Contract shall be governed by and be construed and interpreted in accordance with appropriate State and Federal laws without reference to conflict of law principles. The jurisdiction for any action hereunder shall be exclusively in the Superior Court for the state of STATE, and the venue for COUNTY.

Nothing in this Contract shall be construed as a waiver by either party's immunity under the 11<sup>th</sup> Amendment to the United States Constitution.

### 3.17 INDEMNIFICATION AND HOLD HARMLESS

- A. To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold EMPLOYER, harmless from and against all claims, including reasonable attorneys' fees resulting from such claims, for any or all injuries to persons or damage to property arising from intentional, willful or negligent acts or omissions of (a) Contractor, its agents, employees, or representatives, in the performance of this Contract or (b) any Subcontractor and its agents, employees, or representatives, in the performance of this Contract.
- B. To the fullest extent permitted by law, EMPLOYER shall defend, indemnify, and hold Contractor harmless from and against all claims, including reasonable attorneys' fees resulting from such claims, for any or all injuries to persons or damage to property arising from intentional, willful, or negligent acts or omissions of EMPLOYER, its agents, employees, or representatives, in the performance of this Contract.

### 3.18 INDEPENDENT CAPACITY OF THE PARTIES

The parties intend that an independent contractor relationship will be created by this Contract. Contractor and its employees or agents performing under this Contract are not employees or agents of EMPLOYER. The Contractor, its employees, or agency performing under this Contract will not hold himself/herself out as, nor claim to be, an officer or employee of EMPLOYER by reason hereof, nor will the Contractor, its employees, or agent make any claim of right, privilege or benefit which would accrue to such employee under law. Conduct and control of the work will be solely the responsibility of Contractor. Each party acknowledges and certifies that the other party is not a guarantor of any obligations or debts of the first party.

### 3.19 INDUSTRIAL INSURANCE COVERAGE

Prior to performing work under this Contract, the Contractor shall provide or purchase industrial insurance coverage for the Contractor's employees, as may be required of an "employer" as defined in the appropriate state law and shall maintain full compliance with the law during this Contract. Should the Contractor fail to secure industrial insurance coverage or fail to pay premiums, as may be required under the state law, EMPLOYER may deduct the amount of premiums and any penalties owing from the amount payable to the Contractor under the Contract and transmit to EMPLOYER liability carrier.

### 3.20 INSURANCE

The Contractor shall provide insurance coverage as set out in this Section. The intent of the required insurance is to protect the EMPLOYER should there be any claims, suits, actions, costs, damages, or expenses arising from any negligent or intentional act or omission of the Contractor or Subcontractor, or agents of either, while performing under the terms of this Contract.

The Contractor shall provide insurance coverage that shall be maintained in full force and effect during the term of this Contract, as follows:

- A. Commercial General Liability Insurance Policy - Provide a Commercial General Liability Insurance Policy, including contractual liability, in adequate quantity to protect against legal liability arising out of contract activity but no less than \$1,000,000 per occurrence. Additionally, the Contractor is responsible for ensuring that any Subcontractors provide adequate insurance coverage for the activities arising out of subcontracts.

- B. Business Automobile Liability. If services delivered pursuant to this Contract involve the use of vehicles, either owned, hired, or non-owned by the Contractor, automobile liability insurance shall be required covering the risks of bodily injury (including death) and property damage, including coverage for contractual liability. The minimum limit for automobile liability is:

\$X,000,000 per occurrence, using a Combined Single Limit for bodily injury and property damage.

- C. The insurance required shall be issued by an insurance company/ies authorized to do business within the RGSR state or by a self-insurance program and shall name EMPLOYER and its agents and employees as additional insured under the insurance policy/ies. All policies shall be primary to any other valid and collectable insurance. Contractor shall instruct the insurers to give EMPLOYER NUMBER (XX) days advance notice of any insurance cancellation.
- D. Within NUMBER (XX) calendar days of a request by EMPLOYER, Contractor will provide EMPLOYER with a certificate of insurance that outlines the coverage and limits defined in this Section. Contractor shall submit renewal certificates as appropriate during the term of the Contract.

### 3.21 NO THIRD-PARTY BENEFICIARIES

The EMPLOYER and the Contractor are the only parties to this Contract. Nothing in this Contract gives or is intended to give any benefit of this Contract to third parties or third persons.

### 3.22 OVERPAYMENT AND ASSERTION OF LIEN

If overpayments or erroneous payments have been made to the Contractor under this Contract, EMPLOYER shall provide written notice to Contractor and Contractor shall refund the full amount to EMPLOYER within thirty (30) calendar days of the notice. In the event that overpayments or erroneous payments have been made by the Contractor to EMPLOYER under this Contract, or in the event that underpayments have been made by EMPLOYER to the Contractor under this Contract, Contractor shall provide written notice to EMPLOYER and EMPLOYER shall refund to Contractor the full amount of such overpayment or erroneous payment or shall pay to Contractor the full amount of such underpayment within NUMBER (XX) calendar days of the notice. The party entitled to payment hereunder may secure repayment, plus interest, if any, through the filing of a lien against the other party's real property, or by requiring the posting of a bond, assignment or deposit, or some other form of security acceptable to the party entitled to payment hereunder.

### 3.23 PUBLIC RECORDS ACT

The parties acknowledge that each party is subject to State, Federal laws, and this Contract, including all items incorporated by reference and all work products. To the extent, each party shall maintain the confidentiality of all such information. If a disclosure request is made and this Contract is identified as a responsive document, the party in receipt of the request will notify the other party of the request and of the date that records will be released to the requester unless a court order from a court of competent jurisdiction enjoins disclosure of some or all of the Contract; if the court order enjoining disclosure is not obtained, the party in receipt of the public disclosure request will release the requested information on the date specified in its notice to the other party.

### 3.24 RECORDS, DOCUMENTS, REPORTS AND DATA OWNERSHIP

- A. EMPLOYER shall own all right, title, and interest in its data (including but not limited to administrative data, claims and encounter data, and eligibility data), whether confidential or otherwise, and regardless of whether that data is provided to Contractor directly by EMPLOYER or by a Plan Supplier. EMPLOYER also shall own all right, title and interest in all deliverables provided to EMPLOYER under Section 2.3(G) (Data and Reporting Requirements), the QI plans created (but not any underlying research upon which a QI plan is based) under Exhibit 1.2 and Section 2.3(B)(iv)(a), communication materials created under Section 2.3(F) and Section 2.6 (except for communications described in Section 2.6(G)), and the operations manual created under Section 2.3(Q). EMPLOYER hereby grants to Contractor a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display all such data and deliverables described in the preceding two sentences. Provided further, Contractor will obtain the prior written consent of EMPLOYER to publication or public communication of such data (in any media) which is not related to or required in connection with performance of obligations pursuant to this Contract and which identifies the “EMPLOYER,” the “EMPLOYER NAME” by name or implication in connection with the RGSR. Notwithstanding anything to the contrary herein, EMPLOYER shall not have any ownership interest in any data that is created, generated, collected, maintained, processed, or otherwise held by Contractor or RGSR Program Providers or their agents or Subcontractors as part of their respective treatment, payment, and health care operations activities or any data shared with Contractor or RGSR Program Providers by EMPLOYER or its vendors under this Contract that is stored in Contractor’s or any RGSR Program Provider’s systems for its treatment, payment or health operations.
- B. The Contractor shall maintain books, records, documents, magnetic media, receipts, invoices, and other evidence relating to this Contract and the performance of the services rendered, along with accounting procedures and practices, all of which sufficiently and accurately reflect all direct and indirect costs of any nature expended in the performance of this Contract. At no additional cost, these records including materials generated under this Contract, shall be subject at all reasonable times to inspection, review, or audit so authorized by law, rule, regulation, or agreement. The Contractor shall retain such records for a period of six (6) years after the date of final payment.

- C. If any litigation, claim, or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

### 3.25 REMEDIES NON-EXCLUSIVE

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

### 3.26 RIGHT OF INSPECTION

- A. The Contractor shall provide access to its facilities to EMPLOYER, or any of EMPLOYER's officers, or to any other authorized agent or official of the state of STATE or the federal government, at all reasonable times during regular Business Days and on reasonable prior notice, to monitor and evaluate performance, compliance, and/or quality assurance under this Contract.
- B. Each party and its Subcontractors shall cooperate with all audits and investigations performed by duly authorized representatives of the EMPLOYER to monitor and evaluate performance under this Contract. Each party shall provide access to its facilities and the records documenting the performance of this Contract, for purpose of audits, investigations, and for the identification and recovery of overpayments within NUMBER (XX) calendar days, and access to its facilities and the records pertinent to this Contract to monitor and evaluate performance under this Contract, including, but not limited to, claims payment and the quality, cost, use, health and safety and timeliness of services, provider Network Adequacy, including panel capacity or willingness to accept new patients, and assessment of the audited or investigated party's capacity to bear the potential financial losses.
- C. Contractor acknowledges that EMPLOYER will conduct a security review of its computing environment introduced because of this Contract. This review will be conducted by an agreed third party. The review will analyze detailed specifications for the proposed change(s), such as network and dataflow diagrams, security controls used to protect confidential data, and web service information. If Contractor has a SSAE 16 SOC 2 Type II report, or any other report on controls related to security, availability, processing integrity, confidentiality, or privacy, Contractor must provide it to EMPLOYER. Contractor agrees to assist EMPLOYER with this effort by providing requested information in a timely manner.

### 3.27 SAFEGUARDING OF INFORMATION

The use or disclosure by any party, of any information concerning EMPLOYER, for any purpose not directly connected with the administration of EMPLOYER's or the Contractor's responsibilities with respect to services provided under this Contract, is prohibited except by written consent of EMPLOYER.

### 3.28 SEVERABILITY

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If any provision of this Contract, or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect the other provisions or applications of this Contract that can be given effect without the invalid provision, and to this end the provisions or application of this Contract are declared severable.

### 3.29 SITE SECURITY

While on EMPLOYER premises, Contractor, its agents, employees, or Subcontractors shall conform in all respects with physical, fire or other security policies or regulations. Failure to comply with these regulations may be grounds for revoking or suspending security access to these facilities.

While on Contractor premises, EMPLOYER, its agents, employees, or Subcontractors shall conform in all respects with physical, fire or other security policies or regulations. Failure to comply with these regulations may be grounds for revoking or suspending security access to these facilities.

### 3.30 SUBCONTRACTING

- A. Neither the Contractor, nor any Subcontractors, shall enter subcontracts that are exclusively focused on the provision of Covered Services directly to RGSR Members under this Contract without prior written approval of EMPLOYER. Notwithstanding the foregoing sentence, Contractor and any Subcontractors may arrange for locum tenens coverage for any type of provider, enter into nursing and support staff agreements and/or contract with other third parties for staff support, coverage, or other services without the prior written approval of EMPLOYER. In no event shall the existence of the subcontract operate to release or reduce the liability of the Contractor to EMPLOYER for any breach in the performance of the Contractor's duties.
- B. The Contractor is responsible for ensuring that all terms, conditions, assurances, and certifications set forth in this Contract are included in any subcontracts. Contractor and its Subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons Confidential Information without the express written consent of EMPLOYER or as provided by law.
- C. If, at any time during the progress of the work, the EMPLOYER determines that any Subcontractor has been debarred, the EMPLOYER shall notify the Contractor, and the Contractor shall take immediate steps to terminate the debarred Subcontractor's involvement in the work.
- D. The rejection or approval by the EMPLOYER of any Subcontractor or the termination of a Subcontractor shall not relieve the Contractor of any of its responsibilities under the Contract, nor be the basis for additional charges to the EMPLOYER.

- E. The EMPLOYER has no contractual obligations to any Subcontractor or vendor under contract to the Contractor. The Contractor is fully responsible for all contractual obligations, financial or otherwise, to their Subcontractors.

## 2.31 SURVIVABILITY

The terms and conditions contained in this Contract that shall survive the expiration or termination of this Contract include but are not limited to the following Sections of this Contract: Section 2.3(N), Contractor Obligations – Cooperation; Section 2.7, Communication and Publicity; Section 3.8, Confidential Information Protection; Section 3.14, Disputes; Section 3.17, Indemnification and Hold Harmless; Section 3.22, Overpayment and Assertion of Lien; Section 3.24, Records, Documents, Reports, and Data Ownership; Section 3.26 Right of Inspection; and Section 3.28 Safeguarding of Information; Section 3.29, Severability; Exhibit 7, Data Sharing Agreement; and Exhibit 8, Business Associate Agreement.

## 3.31 SYSTEM SECURITY

Contractor agrees not to attach any Contractor-supplied computers, peripherals, or software to the EMPLOYER Network without prior written authorization from EMPLOYER's Information Systems Manager. Contractor-supplied computer equipment, including both hardware and software, must be reviewed by the EMPLOYER Information Services prior to being connected to any EMPLOYER network connection and that it must have up to date anti-virus software and personal firewall software installed and activated on it.

Unauthorized access to EMPLOYER networks and systems is a violation of EMPLOYER Policy NUMBER HERE and constitutes computer trespass. Violation of any of these laws or policies could result in termination of the Contract and other penalties.

## 3.32 TAXES

Contractor is solely responsible for all payroll taxes, unemployment contributions, and any other taxes, insurance or other expenses related to the receipt of payments received from EMPLOYER under this Contract.

### 3.33 TERMINATION

#### A. TERMINATION FOR CAUSE

In the event either party violates any material term or condition of this Contract or fails to fulfill in a timely and proper manner its material obligations under this Contract, then the other party has the right to suspend or terminate this Contract. Before invoking this remedy, the non-breaching party shall notify the breaching party, in writing, of the need to take corrective action. If corrective action is not taken within NUMBER (XX) calendar days, or other time period agreed to in writing, the Contract may be terminated. The Dispute Section in 3.14 applies to "Termination for Cause."

In the event of termination, the Contractor shall be liable for damages as authorized by law.

#### B. TERMINATION FOR CONVENIENCE

When, at EMPLOYER's sole discretion, it is in the best interest of the State, EMPLOYER may terminate this Contract in whole or in part by providing at least NUMBER (XX) Calendar Days' notice prior to the start of a Plan Year.

If this Contract is so terminated, unless Contractor has already provided notice of termination for cause, EMPLOYER shall be liable only for (a) payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination and (b) returning to Contractor any liquidated damages received by EMPLOYER pursuant to Section 2.9 of this Contract. EMPLOYER will also cancel the obligation for any liquidated damages to EMPLOYER that have not yet been paid by Contractor.

#### C. TERMINATION PROCEDURES

1. Upon termination of this Contract, EMPLOYER, in addition to any other rights provided in this Contract or available under law, may require the Contractor to deliver to EMPLOYER any property specifically produced or acquired for the performance of such part of this Contract as has been terminated.
2. Upon termination, a final Financial Reconciliation will occur for the current Plan Year through the termination Effective Date. The final Financial Reconciliation will be performed in accordance with Section 2.7 of this Contract.
3. Upon receipt of notice of termination by EMPLOYER, and except as otherwise directed by the EMPLOYER, the Contractor shall:
  - a. Stop work under the Contract on the date, and to the extent specified in the notice;

- b. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the Contract that is not terminated;
- c. Assign to EMPLOYER, in the manner, at the times, and to the extent directed by EMPLOYER, all the rights, title, and interest of the Contractor under the orders and subcontracts so terminated; in which case EMPLOYER has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- d. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of EMPLOYER the extent EMPLOYER may require, which approval or ratification shall be final for all the purposes of this clause;
- e. Transfer title to EMPLOYER and deliver in the manner, at the times, and to the extent directed by EMPLOYER any property which, if the Contract has been completed, would have been required to be furnished to EMPLOYER;
- f. Complete performance of such part of the work as shall not have been terminated by EMPLOYER; and
- g. Take such action as may be necessary, or as EMPLOYER may direct, for the protection and preservation of the property related to this Contract which is in the possession of the Contractor and in which EMPLOYER has or may acquire an interest.
- h. In the event of termination of the Contract to take effect during a Plan Year, EMPLOYER will provide timely notice of termination of the RGSR Plan to RGSR Members.

#### 2.35.1.1 WAIVER

Waiver of any breach or default shall not be deemed to be a waiver of any subsequent breach or default. Any waiver shall not be construed to be a modification of the terms and conditions of this Contract. A waiver must be in writing, signed by an authorized agent for the party, attached to the original Contract, and identify the right(s) the party is waiving. Only the EMPLOYER Contract Administrator has the authority to waive any term or condition of this Contract on behalf of EMPLOYER. Only the Contractor's Contract Manager has the authority to waive any term or condition of this Contract on behalf of Contractor.

## 2.35.2 DEFINITIONS

As used throughout this Contract, the following terms shall have the meaning set forth below:

**“RGSR” or “Accountable Care Program”** means a formal network of providers and health systems, collaborating to deliver Integrated Care and assuming financial and clinical accountability for a defined population.

**“RGSR Members”** means the population of all Members who are Attributed RGSR Members or Enrolled RGSR Members in RGSR in a Plan Year.

**“RGSR Plan”** means the EMPLOYER medical plan with an RGSR design.

**“RGSR Program Providers”** means Partner Providers and Affiliate Providers, collectively.

**“Adjusted Base PMPM”** is calculated by multiplying the Unadjusted Base PMPM by a Performance Year Risk Score to establish a Base Year Risk PMPM.

**“Affiliate Provider”** has the meaning set forth in Section 2.3(I).

**“Affiliate Provider Agreement”** has the meaning set forth in Section 2.3(I).

**“Aggregate PMPM Allowed Amount”** means the sum of the Allowed Amounts for all RGSR Participants during a performance year. There will be a separate Aggregate Allowed PMPM for the Enrolled Cohort and the Attributed Cohort.

**“Aggregate Updated PMPM”** means the sum of all Updated PMPM Base for the RGSR Participants in either the Attributed Cohort or the Enrolled Cohort for a Performance Year, which will service as starting PMPM for annual targets.

**“Allowed Amount”** means the dollar amount approved as payment in full for the Covered Services furnished to an individual RGSR Member during a Plan Year, and, except as expressly stated otherwise in the Contract, includes the dollar amounts allowed by EMPLOYER PLAN for all medical, behavioral health including substance abuse claims, and pharmaceutical claims for Covered Services regardless of whether care was rendered by RGSR Program Providers, Ancillary Providers, or out-of-network to the TPA of EMPLOYER PLAN.

**“Ancillary Providers”** has the meaning set forth in Section 2.3(I).

**“Annual Trend Guarantee Rates”** has the meaning set forth in Exhibit 3.3, Table 2.2(b).

**“Quality Percentage of Net Savings”** means the percentage of Net Savings associated with each Quality Measure as specified in Table I of Exhibit 5.

**“Attachment”** means an attachment to an Exhibit.

**“Attributed RGSR Member”** means a member who is not an Enrolled RGSR Member and who is Attributed to the RGSR for a Performance Year in accordance with the attribution

methodology described in Exhibit 3.5; there are two types of Attributed RGSR Members – Tentative Attribution Members and Definitive Attribution Members.

**“Attributed Cohort”** means the population of RGSR Members who are Attributed RGSR Providers.

**“Base Year”** means the EMPLOYER YEAR Base before the RGSR Plan year.

**“Base Year Risk Score”** means the Cohort-specific average Risk Score calculated using YEAR incurred claims and membership data for individuals who are RGSR Cohorts during the Performance Year.

**“EMPLOYER Trend Percentage Rates”** means the average of the last 2 years of claims experience trended forward 3-5 years in the contract.

**“Benchmark Trend PMPM Rates”** are set equal to the EMPLOYER PMPM until the total Enrolled and Attributed RGSR Members are in the RGSR for 12 months at which time the PMPM benchmark will be risk adjusted.

**“Bundle”** means one payment for an entire episode of care and are included in the allowed amounts.

**“Business Days”** means Monday through Friday, 8:00 a.m. to 5:00 p.m., ZONE Time, except for holidays observed by the state of STATE.

**“Chronic Care Specialist”** means a provider who performs (and is duly qualified to perform) one or more of the chronic care specialties listed in Exhibit 4.

**“Cohorts”** means both the Enrolled Cohort and the Attributed Cohort.

**“Confidential Information”** means information that is exempt from disclosure under federal or state laws. Confidential Information includes, but is not limited to, Personally Identifiable Information (PII) and Protected Health Information (PHI) as those terms are defined in the applicable federal statute or regulation.

**“Experience Amount”** means the Allowed Amounts for the specific services considered for Financial Reconciliation for the Enrolled Cohort and the Attributed Cohort.

**“Experience Amount PMPM”** means the Experience Amounts divided by the Member Months, calculated separately for the Enrolled Cohort and the Attributed Cohort.

**“Contract”** means this Contract document, and all Exhibits, Attachments, and amendments.

**“Contractor”** means the **RGSR NAME HERE** Accountable Care Organization.

**“Covered Services”** has the meaning set forth in Section 2.3(R).

**“Data Intermediary”** means organization hired by EMPLOYER or CONTRACTOR to receive reports and data extracts from Plan Suppliers, perform the data blinding requirements in Exhibit 2.3 and 2.4 and distribute reports and blinded data to the RGSR.

**“Data Security Agreement”** means a legally binding contract setting forth permitted uses of data, security and storage of data, retention of data, and the destruction of data, and any other provisions that EMPLOYER, TPA of EMPLOYER PLAN, and other Plan Suppliers may require to safeguard data and comply with all applicable state and federal laws and regulations.

**“Deficit Share”** means the percentage of Gross Deficit which the Contractor will owe based on their Quality Improvement Score and any reduction for late Plan Supplier reports/data as set forth in Section 2 of this Contract.

**“Definitive Attribution”** (and its variations) has the meaning set forth in Exhibit 3.5 for financial reconciliation.

**“Employer”** means PLACE EMPLOYER NAME HERE

**“Enrolled RGSR Member”** means a subscriber who has actively selected an enrollment in the RGSR Plan for the Performance Year and their enrolled dependents.

**“Enrolled Cohort”** means the population who are Enrolled RGSR Members.

**“Effective Date”** means the first date this Contract is in full force and effect as set forth in Section 2.1(A) of this Contract.

**“Emergency Services”** means services for emergent and acute onset of a symptom or symptoms provided in an emergency room setting, or a resulting hospital admission, including severe pain, that would lead a prudent layperson acting reasonably to believe that a health condition exists that requires immediate medical attention, if failure to provide medical attention would result in serious impairment to bodily function or serious dysfunction of a bodily organ or part, or would place the Member’s health, or if the Member is pregnant, the health of her unborn child, in serious jeopardy, or any other situations which would be considered an emergency under applicable federal or state law.

**“Evaluation and Management (E&M) Codes”** means the process by which physician- patient encounters are translated into five-digit Current Procedural Terminology (CPT) codes to facilitate billing. There are different E&M codes for different types of encounters such as office visits or hospital visits. Within each type of encounter, there are different levels of care.

**“Exhibit”** means an exhibit to this Contract.

**“Financial Reconciliation”** means the accounting process by which EMPLOYER compares the Aggregate Experience Amount for a Performance Year to the Aggregate Target Costs for the same Performance Year and calculates either Net Savings or Net Deficit separately for the Attributed Cohort and the Enrolled Cohort as described in Exhibit 3.3.

**“Formulary”** A list of prescription drugs covered by a prescription drug plan or another insurance plan offering prescription drug benefits.

**“Gross Deficit”** means the amount by which the Aggregate Experience Amount for a Performance Year is greater than the agreed risk corridor.

**“Gross Savings”** means the amount by which the Aggregate Experience Amount for a Performance Year is less than the agreed risk corridor.

**“EMPLOYER/CONTRACTOR/INSURER Data Warehouse”** means the data warehouse maintained by EMPLOYER for purposes of integrating health and Rx data for Members across a variety of sources, including Member and claim-level detail reported by medical, pharmaceutical, behavioral health and eligibility vendors.

**“Health Technology Clinical Committee”** means the committee established that makes coverage determinations for health technologies, which are implemented in the RGSR.

**“High value and efficient PCP and specialists”** means a provider that has both a lower conversion factor or total cost of care and some metric of higher quality for referrals of all cohorts

**HIPAA”** means the Health Insurance Portability and Accountability Act of 1996, as amended from time to time.

**“ICD 10”** means ICD-10 (Mortality) The International Classification of Diseases (ICD) is designed to promote international comparability in the collection, processing, classification, and presentation of mortality statistics. This includes providing a format for reporting causes of death on the death certificate.

**“Improvement Score”** means the lookup value as described in Exhibit 5.

**“In-Network”** means services provided by RGSR Program Providers, Ancillary Providers and those Covered Services listed in Section 2.4.

**“Interim Payment”** An early payment made before the fiscal reconciliation in a process agreed to by the Contractor and EMPLOYER

**“Mark”** means, with respect to either party, the trademarks, service marks, trade dress, trade names, corporate names, designs, slogans, domain names, proprietary logos or indicia, and other source or business identifiers of that party.

**“Gain Share Percentage”** means the maximum percentage of Gross Savings, if any, payable to the Contractor for Performance Year. Currently this value is set to XX% but may be increased or decreased based on Quality scores in Exhibit 5.

**“Deficit Share Percentage”** means the maximum percentage of Gross Savings, if any, payable to the Contractor for Performance Year. Currently this value is set to XX% but may be increased or reduced based on Quality scores in Exhibit 5.

**“Mean”** means the Quality Measure average as described in Table I Exhibit 5.

**“Member Month”** means one (1) Member who is an RGSR Member for one (1) month according to the TPA of EMPLOYER PLAN.

**“Members”** means an EMPLOYER subscriber who is in EMPLOYER’s non-Medicare risk pool and his/her eligible dependents and enrolled to receive Covered Services under EMPLOYER PLAN.

**“Net Deficit”** means the Gross Deficit multiplied by the Deficit Share as outlined in Exhibit 5.

**“Net Deficit Reduction per Report Percentage”** has the meaning provided in Exhibit 3.1.

**“Net Saving Reduction per Report Percentage”** has the meaning provided in Exhibit 3.1.

**“Net Savings”** means the Gross Savings multiplied by the Savings Share as outlined in Exhibit 5.

**“Network Adequacy”** means the RGSR’s ability to deliver the covered benefits by providing reasonable access to enough in-network primary care, specialty physicians, hospitals, ERs, and other ancillary care as well as all health care services included under the terms of the Contract.

**“Out-of-Network”** means services provided from providers other than RGSR Program Providers and Ancillary Providers or those Covered Services listed in Section 2.4.

**“Partner Provider”** means, as described in Section 2.3(I) of this Contract, a provider that is Enrolled as a Partner Provider in Exhibit 4.1.

**“Partner Provider Agreement”** has the meaning set forth in Exhibit 4.2.

**“EMPLOYER”** means the EMPLOYER authorized to design benefits and determine the terms and conditions for participation in health insurance benefits for eligible EMPLOYER employees.

**“EMPLOYER Annual Open Enrollment”** means an annual event, set aside for a period, typically MONTH DAY, when subscribers may make changes to their health plan enrollments and salary reduction elections for the following Plan Year.

**“Performance Year”** means the Plan Year for which the Financial Reconciliation is being calculated.

**“EMPLOYER Risk Score”** means the average Risk Score calculated using the Performance Year incurred claims and membership data to calculate the Risk Score for the Members who are not Attributed or Enrolled with the RGSR in the Performance Year and enrolled within EMPLOYER.

**“Cohort Risk Score”** means the Cohort-specific average Risk Score calculated using Performance Year incurred claims and membership data to calculate the Risk Score for RGSR Members.

**“Per Member Per Month”** or **“PMPM”** means any measure based on a Plan Year divided by the number of Member Months.

**“Per Member Per Month Allowed Amounts”** or **“PMPM Allowed Amounts”** means the Allowed Amounts for a Plan Year divided by the number of Member Months.

**“Plan Suppliers”** means the EMPLOYER and CONTRACTOR contracted entities included in Exhibit 6, as well as any of the identified entities’ Successors.

**“Plan Year”** means the twelve (12) month duration beginning on MONTH 1 of each year and ending MONTH 31 of the same year.

**“Preferred Provider”** means a provider (a) in that is employed or subcontracted as part of the RGSR.

**“Preferred Provider Agreement”** means a provider agreement for services in the RGSR network.

**“Pre-Launch Period”** means the time between the Effective Date and MONTH DAY, YEAR.

**“Primary Care”** means a provider who is listed in Table I of Exhibit 3.5.

**“Protected Health Information”** has the same meaning as in HIPAA rules except that in this Contract the term includes only information created by Contractor and any of its contractors, or received from or on behalf of EMPLOYER, and relating to RGSR Members.

**“Qualifying Visit”** means an encounter between an RGSR Member and a health care provider in the RGSR’s service area in one of the primary care specialties listed in Table I or chronic care specialties listed in Table II that generates a claim under the EMPLOYER PLAN for an E&M code listed in Table III of Exhibit 3.5.

**“Quality Achievement and Measurement Program”** has the meaning described in Exhibit 5.

**“Quality Improvement Score”** means the weighted average score that the Contractor achieves across all Quality Measures during a Plan Year for the RGSR as described in Exhibit 5.

**“Quality Measure”** means a quality standard described in Table I of Exhibit 5.

**“Quality Measure Percentage”** means the Contractor’s performance score for an individual Quality Measure.

**“Quality Score”** means the lookup value as described in Exhibit 5.

**“Risk Model”** means a model agreed to by EMPLOYER AND CONTRACTOR used to calculate all risk scores.

**“Gain Share”** means the percentage of Gross Savings which the Contractor will receive based on their Quality Improvement Score and any reduction for not meeting RGSR Member experience performance criteria as set forth in Section 2 and Exhibit 5 of this Contract.

**“Section”** means a section of this Contract (including any Exhibit hereto).

**“Semi-Annually”** means twice per calendar year.

**“Specific Pricing Information”** means (a) all diagnostic and treatment codes, such as Internal Classification of Diseases (ICD-10), Diagnosis Related Group (DRG), CPT or other similar codes that when provided together in the same report or data set with the specific Allowed Amount or other price for a specific service or set of services, or (b) confidential contractual payment rates that are part of a provider - payor agreement (including the Preferred Provider Agreements for RGSR Program Providers) that would provide a recipient competitive pricing information.

**“Subcontractor”** means a person to whom the Contractor delegates a function, activity, or service under this Contract, other than in the capacity of a member of the workforce of the party, and, in the case of the RGSR, includes RGSR Program Providers.

**“Subscriber”** means the individual EMPLOYER Member who is the primary certificate holder and enrollee in the EMPLOYER PLAN.

**“Successor”** means any entity or individual which, through amalgamation, consolidation, or other legal succession becomes invested with rights and assumes burdens of the first contractor/vendor or any person who succeeds to the office, rights, responsibilities, or place of another.

**“Quality Target”** means the value shown for each Quality Measure in Table I of Exhibit 5 between the current and preceding Experience Years of the contract.

**“Target Cost PMPM”** means the Annual Trend Adjusted Guarantee Rate for each Performance Year. Examples are provided in Exhibit 3.

**“Tentative Attribution”** (and its variations) has the meaning set forth in Exhibit 3.3.

**“Term”** has the meaning set forth in Section 2.1.

**“TPA”** means third party administrator.

**“Unadjusted Base PMPM”** means the YEAR’s Experience Amount PMPM for Members who are RGSR Members in both cohorts during the Performance Year.

**“NAME Plan”** and **“EMPLOYER PLAN”** means the EMPLOYER self-insured plan.

**“Urgent Care”** means a visit for an illness or injury that will not cause further disability or death if not treated immediately but could become worse without treatment. Examples include minor lacerations, urinary infections, earaches, migraine headaches and rising fever.

**“Urgent Care Center”** is a care delivery center specifically designed and able to treat Urgent Care problems. Typically, it is not a regular physician office, and the level of care delivered is below that delivered in an emergency department. An Urgent Care Center may be free standing or associated with a hospital or physician’s office.

**“Weight”** means the value for each Quality Measure shown in Table I of Exhibit 5 that is used to determine the improvements or deteriorations in the values of the various Quality Measures.

**“Wellness Program”** means the EMPLOYER’s PROGRAM HERE wellness incentive program

## EXHIBIT 1 SERIES – CONTRACTOR OBLIGATIONS

Exhibit 1.1 – Contractor Pre-Launch Activities

Exhibit 1.2 – Care Transformation

Exhibit 1.3 – Member Services & Member Experience

### Exhibit 1.1 Contractor Pre-Launch Activities

#### Acceptance of Deliverables

Upon receipt of a deliverable submitted by Contractor, EMPLOYER will have an initial period of NUMBER (XX) Business Days to review and evaluate the Deliverable for deficiencies. The EMPLOYER will provide written acceptance of the deliverable if it has no deficiencies.

If a deficiency is found, the EMPLOYER will notify the Contractor of any deficiencies in writing. Contractor will have NUMBER (X) Business Days to correct any deficiencies unless a longer timeframe is mutually agreed to by the parties and submit the corrected deliverable to EMPLOYER. Upon receipt of the corrected deliverable, EMPLOYER will have five (5) Business Days to review and evaluate the deliverable for deficiencies. This process will be repeated until the EMPLOYER provides written acceptance of the deliverable.

Once a deliverable has been accepted by EMPLOYER, the obligations described in the deliverable will be enforceable subject to EMPLOYER's rights and remedies contained in this Contract for Contractor's failure to perform.

#### A. *Initial List of RGSR Program Providers by MONTH DAY, YEAR*

1. Provide to the TPA of EMPLOYER PLAN an *initial* list of RGSR Program Providers, including all components of the provider roster specifications provided by EMPLOYER. The specifications will include each provider's designation of an RGSR for purposes of attribution.
2. Develop detailed master implementation work plan (including key milestones).

#### B. *Updated list of RGSR Program Providers by MONTH DAY, YEAR*

1. Provide to the TPA of EMPLOYER PLAN an *updated* list of RGSR Program Providers including all components of the provider roster specifications provided by EMPLOYER. The specifications will include each provider's designation of an RGSR for purposes of attribution.
2. Identify program gaps in RGSR services based on implementation plan and present action plan (include assessment of reporting capabilities, care management capabilities, quality and customer service opportunities and Network Adequacy).
3. The Contractor to execute Data Sharing Agreements with Plan Suppliers and the Contractor's Data Intermediary.
4. The Contractor to set up Secure File Transfer sites (SFTs) with Plan Suppliers and the Contractor's Data Intermediary

#### C. *Final List of RGSR Program Providers by Cohort by MONTH DAY, YEAR*

1. Provide to the TPA of EMPLOYER PLAN an *updated* list of RGSR Program Providers including all components of the provider roster specifications provided by EMPLOYER. The specifications will include each provider's designation of an RGSR for purposes of attribution.
2. List of RGSR Program Providers with high value and efficient PCP and specialists" (i.e., lower conversion factors or total cost of care and higher quality) for PCP referrals
3. Signed Survey Vendor Contracts with contracts with qualified member survey vendor(s).
4. Submit report on RGSR clinic status on achieving Patient Centered Medical Home (PCMH) or equivalency based on National Committee for Quality Assurance for provider with 10 or more PCPs.

5. The RGSR communication plan that contains:
  - a. Participation plans for Contractor's RGSR representative attending scheduled EMPLOYER Annual Open Enrollment benefit fairs.
  - b. Producing written materials including RGSR Members welcome packet and other written materials.
  - c. Web portal functionality for EMPLOYER user testing/review; and
  - d. Customer service staffing and orientation strategy.
6. Provide to the TPA of EMPLOYER PLAN a *final* list of RGSR Program Providers including all components of the provider roster specifications provided by EMPLOYER. The specifications will include each provider's designation of an RGSR for purposes of attribution.
  - a. Provide proof of signed Partner Provider Agreements, or provide proof of existing contracts, with Partner Providers listed in Exhibit 4.1 that contain terms and conditions in Exhibit 4.2.
  - b. Signed letters of intent for RGSR Program Providers to actively join and participate in local or statewide clinical quality improvement programs (e.g., Cardia, Spine and Joint, OB Care) by MONTH DAY, YEAR providing annual update list (roster) of Partner Providers and Affiliate Providers, including tax identification numbers and facility names.
- Quality improvement plans by MONTH DAY, YEAR
  - a. Submit the following quality improvement plans: Care Coordination for high-risk/cost RGSR Members, Potentially Avoidable Hospital and ED Admission/Readmission and the RGSR Pharmacy plan to EMPLOYER CMO or designee.
  - b. Phase I – EMPLOYER Enrolled Contact Center (staffed with experienced customer service reps) or an appropriately credentialled subcontractor. Services must include the following
    - c. Contact Center available to educate RGSR Program Providers and their staff about the RGSR, outlining expectations for Member experience (share education materials with EMPLOYER);
    - d. Contact Center available to answer RGSR Member questions about RGSR Program Providers and clinics;
    - e. Contact Center available to refer RGSR Members to other experts as appropriate;
- I. Phase I – EMPLOYER dedicated customized website/portal for Enrolled RGSR Members. The website/portal must include the following functionality:
  - a. Promotion of RGSR services, programs, partners, and providers
  - b. Provider search capability of all currently available RGSR Program Providers
  - c. Ability to be embedded in select EMPLOYER sites
  - d. Ability to link to select EMPLOYER sites
  - e.
- J. **Customer Service Survey** (CG-CAHPS or similar customer service metric) methodology and sampling plan by MONTH DAY, YEAR

- a. Submit Survey methodology and sampling plan and plan or appropriate evidence-based reporting on access and timeliness metrics. Submit specific details (i.e., data sources, measurement period, etc.) for each report listed in Section 2.3(G) to be finalized by the EMPLOYER and Contractor. The metrics will be incorporated in the quality goal for Gross Gain and Deficit sharing.
- b. Submit test file of actual data on metrics tied to financial incentives except for access and timeliness metrics.

**K. Member Access to Electronic Information** using RGSR providers and systems as well as contracted providers and systems

- i. Phase II – EMPLOYER dedicated customized portals operating report by MONTH DAY, YEAR
- ii. The website/portal for Enrolled RGSR Members must include the following functionality
- iii. All Phase I functionality
- iv. Online welcome kit
- v. Administrative support for RGSR Members using site (i.e., navigation and website issues)
- vi. Links to agreed-upon cost and quality websites
- a. The RGSR Program Provider will have an electronic health record and/or patient portal, which must include the following functionality:
  - i. User login
  - ii. Registration for access to a patient's electronic patient health records (i.e., EPIC, Cerner or other certified and inter-operable EMR)
  - iii. Appointment scheduling requests, where available
  - iv. Secure messaging with RGSR Program Providers
  - v. Access to lab and radiology reports
  - vi. Prescription refills
  - vii. Administrative support for RGSR Members using site (i.e., password reset, navigation, and website issues)
- viii. In circumstances where an RGSR Program Provider does not currently have an electronic health record and/or patient portal that contains all the requirements in subsection 3(b), Contractor shall demonstrate progress of the RGSR Program Provider toward meaningful use adoption or provide rationale to EMPLOYER for why participation of the provider as a contracted RGSR Program Provider is appropriate.

**L. Customer Service Center**

- a. Phase II – EMPLOYER Enrolled Contact Center (staffed with experienced customer service representatives) or appropriately credentialed subcontractor operating report by MONTH DAY, YEAR Services must include the following:
  - i. All Phase I services
  - ii. integrated with all RGSR Program Providers and clinics
  - iii. extended hours of operation
  - iv. Support RGSR Members with appointment scheduling (centralized or warm transfer)
  - v. Triage and refer RGSR Members to the 24/7 nurse line
  - vi. Triage and refer RGSR Members to Plan Suppliers in Exhibit 6

**M. Final Operation report** by MONTH DAY, YEAR

1. Operations Manual finalized.

**N. Quality and Cost Driver plan** by MONTH DAY, YEAR

1. Submit quality improvement plan for quality and cost driver related to employer and RGSR risk and opportunities (e.g., Ortho, Cancer, Obstetrics. Etc.)

**O. RGSR Program Providers** by MONTH DAY, YEAR

1. Provide to the TPA of EMPLOYER PLAN an *initial* list of RGSR Program Providers, including all components of the provider roster specifications provided by EMPLOYER. The specifications will include each provider's designation of an RGSR for purposes of attribution.
2. Develop detailed master implementation work plan (including key milestones).

**P. Updated list of RGSR Program Providers** by MONTH DAY, YEAR

1. Provide to the TPA of EMPLOYER PLAN an *updated* list of RGSR Program Providers including all components of the provider roster specifications provided by EMPLOYER. The specifications will include each provider's designation of an RGSR for purposes of attribution.
2. Identify program gaps in RGSR services based on implementation plan and present action plan (include assessment of reporting capabilities, care management capabilities, quality and customer service opportunities and Network Adequacy).
3. The Contractor to execute Data Sharing Agreements with Plan Suppliers and the Contractor's Data Intermediary.
4. The Contractor to set up Secure File Transfer sites (SFTs) with Plan Suppliers and the Contractor's Data Intermediary
1. **List of RGSR Program Providers by Cohort** by MONTH DAY, YEAR Provide to the TPA of EMPLOYER PLAN an *updated* list of RGSR Program Providers including all components of the provider roster specifications provided by EMPLOYER. The specifications will include each provider's designation of an RGSR for purposes of attribution.

**Q. Survey Vendor Contracts** by MONTH DAY, YEAR

1. Sign contracts with qualified member survey vendor(s).
2. Submit report on RGSR clinic status on achieving Patient Centered Medical Home (PCMH) or equivalency based on National Committee for Quality Assurance (NCQA) PCMH Level III standards (identify number and percentage of clinics with seven (7) or more primary care clinician equivalents and their status in achieving the most recent NCQA PCMH accreditation equivalency, including clinics that are on the path to achieve Level III accreditation).

**S. The RGSR communication plan** by MONTH DAY, YEAR. Including:

1. Participation plans for Contractor's RGSR representative attending scheduled EMPLOYER Annual Open Enrollment benefit fairs.
2. Producing written materials including RGSR Members welcome packet and other written materials.
3. Web portal functionality for EMPLOYER user testing/review; and
4. Customer service staffing and orientation strategy.
5. Provide to the TPA of EMPLOYER PLAN a *final* list of RGSR Program Providers including all components of the provider roster specifications provided by EMPLOYER. The specifications will include each provider's designation of an RGSR for purposes of attribution.
6. Provide proof of signed Partner Provider Agreements, or provide proof of existing contracts, with Partner Providers listed in Exhibit 4.1 that contain terms and conditions in Exhibit 4.2.

7. Signed letters of intent for RGSR Program Providers to actively join and participate in local or statewide clinical quality improvement programs

**R. Quality improvement plans by MONTH DAY, YEAR**

1. Submit the following quality improvement plans: Care Coordination for high-risk/cost RGSR Members and Potentially Avoidable Hospital Readmission to EMPLOYER CMO or designee.
2. Phase I – EMPLOYER Enrolled Contact Center (staffed with experienced customer service reps) or an appropriately credentialled subcontractor. Services must include the following:
  - a. Contact Center available to educate RGSR Program Providers and their staff about the RGSR, outlining expectations for Member experience (share education materials with EMPLOYER);
  - b. Contact Center available to answer RGSR Member questions about RGSR Program Providers and clinics;
  - c. Contact Center available to refer RGSR Members to other experts as appropriate;

**S. Phase I – EMPLOYER dedicated customized website/portal for Enrolled RGSR Members.**

**The website/portal must include the following functionality MONTH DAY, YEAR:**

1. Promotion of RGSR services, programs, partners, and providers
2. Provider search capability of all currently available RGSR Program Providers
3. Ability to be embedded in select EMPLOYER sites
4. Ability to link to select EMPLOYER sites

**T. CG-CAHPS (or similar) methodology and sampling plan by MONTH DAY, YEAR**

1. Submit CG-CAHPS methodology and sampling plan, and plan or appropriate evidence-based reporting on access and timeliness metrics. Submit specific details (i.e., data sources, measurement period, etc.) for each report listed in Section 2.3(G) to be finalized by the EMPLOYER and Contractor. The metrics will be incorporated in the quality goal for Gross Gain and Deficit sharing.
2. Submit test file of actual data on metrics tied to financial incentives except for access and timeliness metrics.

**U. Phase II – EMPLOYER dedicated customized portals by MONTH DAY, YEAR**

- a. The website/portal for Enrolled RGSR Members must include the following functionality:
  - i. All Phase I functionality
  - ii. Online welcome kit
  - iii. Administrative support for RGSR Members using site (i.e., navigation and website issues)
  - iv. Links to agreed-upon cost and quality websites
- b. The RGSR Program Provider will have an electronic health record and/or patient portal, which must include the following functionality:
  - i. User login
  - ii. Registration for access to a patient's electronic patient health records (i.e., EPIC, Cerner or other certified and inter-operable EMR)
  - iii. Appointment scheduling requests, where available
  - iv. Secure messaging with RGSR Program Providers
  - v. Prescription refills
  - vi. Administrative support for RGSR Members using site (i.e., password reset, navigation, and website issues)
  - vii. In circumstances where an RGSR Program Provider does not currently have an electronic health record and/or patient portal that contains all the requirements in subsection 3(b), Contractor shall demonstrate progress of the RGSR Program Provider toward meaningful use adoption or provide rationale to EMPLOYER

for why participation of the provider as a contracted RGSR Program Provider is appropriate.

**W. Phase II – EMPLOYER Enrolled Contact Center (staffed with experienced customer service representatives) or appropriately credentialed subcontractor by MONTH DAY, YEAR.** Services must include the following:

- a. All Phase I services
- b. Integrated with all RGSR Program Providers and clinics
- c. Extended hours of operation
- d. Support RGSR Members with appointment scheduling (centralized or warm transfer)
- e. An analysis report of high value and efficient PCP and specialists
- f. Triage and refer RGSR Members to Plan Suppliers in Exhibit 6 ((including expedited appts to PCP and specialists appts that are of high value and efficiency))
- g. Triage and refer RGSR Members to the 24/7 nurse line (including expedited appts to PCP and specialists appts that are of high value and efficiency)
- h. Triage and refer RGSR Members to Plan Suppliers in Exhibit 6 ((including expedited appts to PCP and specialists appts that are of high value and efficiency))

**X Providers and subcontractor including hospitals, facilities, clinics, and physicians, specialist and other providers services identified in the Network will use an agreed to Access tool to monitor the network integrity for adult and pediatric care by MONTH DAY, YEAR, including:**

- a. Real time access to admissions and discharges
- b. Timely notification of out-of-network admissions and discharges
- c. Developing a repartition plan for OON admissions and services
- d. Developing a reporting system to track OON expenses

## Exhibit 1.2 Care Management and Transformation

With direction from EMPLOYER, the Contractor will operationalize care transformation strategies within the RGSR and across all RGSR Program Providers. However, the Contractor must complete the following activities:

- 1) **Advanced Primary Care/Patient Centered Medical Home (PCMH).** By the end of the Contract, all RGSR Program Provider clinics, and medical groups with ten (10) or more full-time primary care clinician equivalents must achieve PCMH or equivalency under an accredited (e.g., NCQA, AAAH, Joint Commission and or a state medical home program) that specifically addresses the EMPLOYER needs based on cost, quality demographics, MDCs or other drivers of care and costs. By MONTH DAY, YEAR, and every MONTH thereafter, the Contractor must provide EMPLOYER with a list of those clinics and medical groups with ten (10) or more full-time primary care clinician equivalents and attest to their status in achieving an agreed upon standard criteria by achieving all the 'must have' standards and obtaining an overall score agreed to in the PCMH attachment. An attestation to all requirements by MONTH DAY of each contract can increase the Gross Gain Share by 1% or reduce a Deficit by 1% when 100% of clinics are accredited.
- 2) **Submit Quality Improvement Plan on Select Topics.** The Contractor will be responsible for submitting a quality improvement plan to improve quality within and across the RGSR on specific topics listed below. Each plan must include goals, milestones, appropriate metrics, and the following components specified below. The Contractor will be responsible for presenting plans and progress on meeting goals laid out in the plans at the quarterly meetings with EMPLOYER (schedule of topics to be determined by the EMPLOYER Chief Medical Officer (CMO) or designee). The format of the plans is to be determined jointly by the RGSR and EMPLOYER Chief Medical Officer (CMO) or designee.

Quality improvement plans should not exceed twenty (20) pages, single side, and should include the following:

- (1) Quality Improvement goals based on EMPLOYER cost, quality, and demographic driver noted in claims and other data sources;
- (2) Milestones and timeline related to Section 1.2.1
- (3) High-level report on achieving goals and milestones (identify which have been achieved; and if not, provide detail on why milestones have not been achieved, what course corrections have been implemented, address operational concerns);
- (4) Dashboard of appropriate metrics results (defined in Contract, by clinic/medical group and hospital level results by RGSR Program Provider);
- (5) Other topic-specific components specified in the Contract; and
- (6) Comparison of past quality improvement plans if scope, goals, or other changes were made from previous year(s).
- (7) Contractor may attach appendices, as necessary.

a) Care Coordination for High-Risk/Cost RGSR Members

- i) The Contractor will utilize a mutually agreed upon protocol to identify RGSR Members with multiple chronic conditions and/or advanced illness who are at high risk/cost for poor outcomes (e.g., 30, 180, 365 preventable readmissions, members with greater than 5 ER visit in a calendar year, excessive transportation, or out-of-network care, HbA1C >9, narcotic use greater than 100 MEQ.) and would benefit from planned care management interventions. The Contractor will: Importance of a clinical champion dedicated to transforming care, including
  - (1) Collaborative culture of accountability among staff and carrier systems
  - (2) Integrate an advanced EHR to identify and manage care for high-risk patients
  - (3) Emphasize performance feedback to improve outcomes rather than process
  - (4) Focus on decreasing preventable costly ED visits and hospitalizations
  - (5) Enhanced access to PCPs and referrals to high quality specialists
- ii) Together with the primary care team, the care coordinator will support RGSR Members and care givers by:
  - (1) Performing a comprehensive assessment of care needs and gaps with and outside the RGSR;
  - (2) Developing a trusting relationship using evidence-based and patient-centered engagement methods, such as motivational interviewing.
  - (3) Developing a care plan that considers gaps in care as well as functional status, patient activation, behavioral health and social service needs, and barriers to care. The plan and associated goals should reflect the patient's priorities and goals, and be available to and shared with other members of the care team across primary and specialty care;
  - (4) Developing a process for communication between RGSR care planning and EMPLOYER plan care management.
  - (5) Working closely with patients and their family members and caregivers, as well as primary, specialty, behavioral health, and social service providers to assure adherence to the care plan through clear and consistent communication and coordination of efforts on behalf of the RGSR Members;
  - (6) Assuring timely (within 30 minutes) after-hours phone access to a primary care team member who can connect electronically to the RGSR Member's medical record and care plan;
  - (7) Rapidly and effectively responding to changes in a RGSR Member's condition to avoid use of unnecessary services, particularly emergency department visits or hospitalizations by serving as a primary point of contact for patients and their families and caregivers;
  - (8) Coordinating transitions of care from hospital (ED or inpatient) to home or the next appropriate level of care (e.g., skilled nursing);
  - (9) Communicating with PCMH and specialist on best practices to reduce high risk and cost;
- iii) EMPLOYER recognizes that the needs of RGSR Members being served and the nature of the clinic setting (e.g., urban vs. rural; large vs. small) will determine the composition and roles of the primary care management team, physical location of care coordinators and the number of RGSR Members assigned to a care coordinator at any point in time. Program protocols and the clinical judgment of care coordinators, primary care team members and associated specialist; should dictate the frequency of scheduled interactions, as well as whether such interactions should be by phone or in person.

- iv) The Contractor will provide EMPLOYER with a full description of its plan for managing high risk RGSR Members consistent with the principles outlined above prior to MONTH DAY, YEAR. The Contractor will also report quarterly on the number of RGSR Members eligible for high-risk care management; the number of RGSR Members engaged in high-risk care management. The precise content of such reports will be agreed upon by EMPLOYER and the Contractor prior to MONTH DAY, YEAR.

- b) Obstetrics/Maternity Care Improvement Plan if NTSV C-section rates and or high and maternal/infant quality low the following should be considered for inclusion in the RGSR
  - i) This plan must align with the Statewide OB improvement plans and demonstrate how each recommendation will be implemented.
  - ii) This plan should consider the use of Midwives and Birthing centers to reduce C-section rates, improve OB customer service and standardized transfer plans.
  - iii) A strategy to decrease NTSV C-Sections, including use of evidence-based labor and delivery guidelines for C-Sections referenced by the State or Federal evidence-based programs.
  - iv) Contractor must participate in a state-wide or national program.
  - v) Contractor will assess the need to improve VBAC rates in hospitals and offer a shared decision-making strategy for all VBAC eligible women at pilot sites where deliveries occur by MONTH DAY, YEAR. The Contractor must develop a shared decision-making model for the pilots that include:
    - (1) Training RGSR Program Providers in the shared decision-making model.
    - (2) A process for how RGSR Members will be engaged in shared decision making; and
    - (3) The type of provider engaging with the RGSR Members during shared decision making.
  - vi) The first plan must be submitted to the EMPLOYER CMO by MONTH DAY, YEAR, and updated on an annual basis thereafter by each September 1 of the contract year.
- c) Infertility Treatment Improvement Plan if EMPLOYER benefits and claims demonstrate higher than excepted twin, triplet or multiples should be considered for inclusion in the RGSR
  - i) This plan must include an assessment plan of providers e-SET programs, fertility guidelines and warrantees/guarantee related to reducing costs and improving infertility outcomes
  - ii) A strategy to decrease multiple births, Premature births and NICU rates including use of evidence-based guidelines and tracking (e.g., CDC infertility clinic metrics).
  - iii) Contractor must participate in a state-wide or national program.
  - iv) Contractor will assess the need to improve infertility treatments and the need to offer a shared decision-making strategy by MONTH DAY, YEAR. The Contractor must develop a shared decision-making model for the pilots that include:
    - (1) Training RGSR Program Providers in the shared decision-making model;
    - (2) A process for how RGSR Members will be engaged in shared decision making; and
    - (3) The type of provider engaging with the RGSR Members during shared decision making.
  - v) The first plan must be submitted to the EMPLOYER CMO by MONTH DAY, YEAR, and updated on an annual basis thereafter by each September 1 of the contract year.
- d) Potentially Avoidable Hospital Readmission Strategies and Improvement Plan should the EMPLOYER claims data show an excessive 30-day readmission or suggests High Risk/Cost members May have preventable 30 days, 180 or 365 preventable readmissions.
  - i) This plan must align with the State, Federal and Employer TPA programs for Avoidable Hospital Readmission Strategies and recommendations and include adoption of care transition processes that are in alignment with the PCMH Care Transitions Tools and processes.
  - ii) Must measure, report, and discuss plans for improvement based on State, Federal or Employer Insurer recommended measures (by an RGSR Program Provider): percent of inpatients by

diagnosis (e.g., Sepsis/Infection, Cancer, Home Based Admissions, acute myocardial infarction (AMI), heart failure (HF), community acquired pneumonia, chronic obstructive pulmonary disease (COPD), and stroke) for which there is:

- (1) Patient discharge information provided to the primary care provider (PCP) or aftercare provider within three Business Days of discharge, and
- (2) A documented follow-up phone call after discharge within three (3) Business Days.
- (3) Integration with Medical and Pharmacy review of medication
- iii) The first plan must be submitted to the EMPLOYER CMO by December 31 DAY, YEAR, and updated on an annual basis thereafter by each September 1 of the contract year.
- e) Total Knee and Hip Replacement (TKR and THR) and or Spine Surgery Bundle or Centers of Excellence should the EMPLOYER claims data, Health Care Blue Book or other resource show an excessive procedure cost, 30-day preventable readmissions or poor outcomes;
  - i) Must address plans and timeline to implement TKR, THR and or Spine surgery Bundle to reduce costs and improve quality e.g., A state provider collaborative recommendations). This plan must be submitted to the EMPLOYER Chief Medical Officer by MONTH DAY, YEAR.
  - ii) Must include progress on measuring and reporting on the detailed quality standards: appropriateness, evidence-based surgery, ensuring rapid return to function and work, patient care experience, and patient safety and affordability.
  - iii) Contractor is required to provide a detailed progress report on their progress in meeting their goals at each quarterly meeting.
  - iv) Contractor will consider the implementing shared decision-making strategies for all persons eligible for joint replacement surgery at two pilot sites where such surgeries take place by MONTH DAY, YEAR. The Contractor must develop a shared decision-making model for the pilots that include:
    - (1) Training RGSR Program Providers in the shared decision-making model;
    - (2) A process for how RGSR Members will be engaged in shared decision making; and
    - (3) The type of provider engaging with the RGSR Members during shared decision making.
  - v) The first plan must be submitted to the EMPLOYER CMO by MONTH DAY, YEAR, and updated on an annual basis thereafter by each MONTH DAY of the contract year.

- f) Cardiology improvement Plan or Centers of Excellence should the EMPLOYER claims data show excessive readmission, cost per treatment is excessive based on Health Care Blue Book or other resource and there is a suggestion of preventable poor outcomes.
  - i) Must address plans and timeline to implement strategies to increase appropriateness of cardiac services (e.g., Rx vs. Stent use with stable angina) and cardiac Surgery recommendations within and across RGSR Program providers per STS guidelines (reduce post op readmission, overuse of stents, increased in radial access, etc.)
  - ii) Each RGSR Program Provider must participate or show evidence on intent to participate in local, statewide, or national.
  - iii) The first plan must be submitted to the EMPLOYER CMO by MONTH DAY, YEAR, and updated on an annual basis thereafter by each MONTH DAY of the contract year.
- g) Cancer improvement Plan or Centers of Excellence should the EMPLOYER claims data show excessive readmission, cost per treatment is excessive based on NCCN Guidelines or other resource and there is a suggestion of preventable poor outcomes.
  - i) Must address plans and timeline to implement strategies to increase appropriateness of cancer care services (e.g., Infusion centers vs. Inpatient admissions) and cancer (treatments and use of CSF to prevent sepsis) within and across RGSR Program Providers.
  - ii) Each RGSR Program Provider must participate or show evidence on intent to participate in Local or National Quality program.
  - iii) The first plan must be submitted to the EMPLOYER CMO by December 31 DAY, YEAR, and updated on an annual basis thereafter by each September 1 of the contract year.
- h) Addiction and Dependence Treatment Improvement Plan and Narcotic Over-use improvement Plan or should the EMPLOYER claims data show evidence of high use of narcotics (e.g., >120 MEQ or excessive prescriber/pharmacy dispensing)
  - i) Must include approach to reduce the misuse of opiates for non-malignant chronic pain consistent with the evidence-based guidelines (e.g., CDC or State guidelines)
  - ii) Each RGSR Program Provider must participate or show evidence on intent to participate in a narcotic reduction and treatment programs.
  - iii) The first plan must be submitted to the EMPLOYER CMO by December 31 DAY, YEAR, and updated on an annual basis thereafter by each September 1 of the contract year.
  - i) End of Life Care Improvement Plan should the EMPLOYER ask for said program
    - j) Must detail how RGSR Program Providers' end of life strategies align with State or Federal guideline (e.g., WA Bree Collaborative) including but not limited to, integration of evidence-based, culturally appropriate advanced care planning into clinical care, use of advanced care planning tools and Physician Orders of Life-Sustaining Treatment (POLST) when appropriate, designation of legal durable power of attorney for health care.

- ii) Contractor will consider implementing shared decision-making strategies for all persons eligible for end-of-life care. The Contractor must develop a shared decision-making model that includes:
  - (1) Training RGSR Program Providers in the shared decision-making model;
  - (2) A process for how RGSR Members will be engaged in shared decision making; and
  - (3) The type of provider engaging with the RGSR Members during shared decision making.
- iii) The first plan must be submitted to the EMPLOYER CMO by June 30, YEAR, and updated on July 1 on an annual basis thereafter.

- i) Must detail how an RGSR Program Provider's addiction and dependence treatment plan align with the Bree Collaborative recommendations.
- i) The first plan must be submitted to the EMPLOYER CMO by December 31 DAY, YEAR, and updated on an annual basis thereafter by each September 1 of the contract year.

### Exhibit 1.3 Member Services & Member Experience

The Contractor is responsible to create a high-quality Member experience. At a minimum, the Member experience is to include:

#### 1. Provider Access

##### (a) Timely Access

Contractor shall make reasonable efforts to provide RGSR Members with timely and convenient access to RGSR Program Providers in accordance with the specifications set forth in Section 1.3 Table Ia. As noted in Section 2.3(F)(v) of the Contract, the specifications in Table I are desired objectives and will not be used to determine the Contractor achievement of any Quality Measures, reduction in Net Savings, or in Financial Reconciliation. At the same time, Contractor will provide reports per Section 2.3(G) and 2(e)(iv) below, demonstrating adequacy of timely access (subject to RGSR Member preferences) for the RGSR Program Providers in the aggregate.

For the purposes of Section 1(a) of this Exhibit only the following definitions supplement Contract Section 3.36's definitions and these supplemental definitions do not apply to any other part of this Contract or any other Exhibit:

- i) *“Primary Care Physician (PCP) Visit”* means a visit with a practitioner in one of the following specialties: general practice, family practice, internal medicine, nurse or licensed midwife, general pediatric medicine (excluding all pediatric subspecialists), geriatric medicine, OB/GYN and preventive medicine. The practitioner may be a physician, primary care nurse practitioner, primary care physician assistant, or certified clinical nurse specialist.
- ii) *“PCP Routine and Non-Urgent Care”* means a visit that is not considered urgent or emergent. Examples include preventive care, ongoing management of chronic conditions and health education.
- iii) *“PCP Acute and Urgent Care”* means a visit for an illness or injury that will not cause further disability or death if not treated immediately but could become worse without treatment. Examples include minor lacerations, urinary tract infections, earaches, migraine headaches and rising fever.
- iv) *“Specialist Visit”* means a visit with a physician who is not a primary care provider.
- v) *“Specialist Routine and Non-Urgent Care”* means a visit for an initial consult or procedure that is not considered urgent or care visit for specialty follow-up of a chronic condition. Examples include initial consultation of a non-urgent surgical problem, such as asymptomatic inguinal hernia, or mildly decreased but stable kidney function.
- vi) *“Specialist Acute and Urgent Care”* means a visit for an illness or injury that will not cause further disability or death if not treated immediately but could become worse without treatment. Examples include symptomatic inguinal hernia, acute exacerbation of chronic condition, request by PCP or medical specialist for urgent surgical consultation.

**Table I****Number of Business Days**

Type of Service	Enrolled	Attributed	RGSR Service Requirements
<b>PCP Visits</b>			
<b>Preventive</b>	15 Day	30 Days	95% of the time
<b>Routine/Non-Urgent</b>	5 Business Days	15 Business Days	
<b>Urgent</b>	Same Day	Same Day	
<b>Specialist Visits</b>			
<b>Preventive</b>	15 Business days	30 Business Days	95% of the time
<b>Routine/Non-Urgent</b>	10 Business days	30 Business Days	
<b>Urgent</b>	Same Day	Same Day	

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**(b) Appointment Availability**

Contractor must maintain a minimum

**(c) After Hours Access**

Contractor must maintain a minimum of 1 primary care per X000 beneficiaries in the two cohorts in sites in DEFINE EMPLOYER AREAS OF CARE BY COUNTY OR ZIPS that collectively offer care accessible to RGSR Members until at least 7:00 p.m. four (4) nights a week and provide at least four (4) hours of access on Saturday or Sunday. In addition, Contractor supports providing robust primary care access, including providing RGSR Members convenient and affordable access to primary care and working with its Program Providers to increase the number of sites that offer after-hours primary care access based on RGSR Members demands for such services by the end of the Contract Term. Contractor commits to communicate with RGSR Members about using primary care appropriately and the availability of after-hours care locations.

In addition, Urgent Care sites shall be made available for acute, Urgent Care access. 24/7 consulting nurse and tele-urgent care services will be available to all RGSR Members.

In areas of higher need, the contract shall ensure a minimum of 1 primary care per XX00 beneficiaries the cohorts in the defined zip codes covered by the RGSR

**2) Administrative and Clinical Assistance/Services**

Contractor shall provide enhanced administrative and clinical assistance/services to RGSR Members in accordance with the following specifications:

**(a) EMPLOYER Dedicated Contact Center Services** Contractor will have a well-functioning, centralized call center (or subset of current call center) dedicated to RGSR Members in place by MONTH DAY, YEAR unless it is mutually agreed that such services shall not be implemented, such agreement shall not be unreasonably withheld by either party.

The EMPLOYER Enrolled Contact Center will be integrated with the RGSR Program Providers, have extended hours of operation (Monday through Saturday 6:30am- 8:00pm ZONE Time; Sunday 8:00am-5:00pm ZONE Time<sup>1</sup>) and have the following services:

- i) Appointment scheduling weekdays (centralized or warm transferred), referral coordination and system navigation support
- ii) Triage capabilities to a 24/7 nurse line;
- iii) Access to on-line prescription refill request through EHR;
- iv) Additional triage capabilities to other Plan Suppliers, as specified in the Contract; and
- v) Administrative issue resolution (i.e., website functionality to remind RGSR Members who have forgotten their web portal log in, etc.).
- vi) Administrative support for any plan (Health or PBM) UM/UR and other administrative actions for the members in both cohorts

<sup>1</sup> Such hours may be adjusted by mutual agreement. EMPLOYER's agreement shall not be unreasonably withheld.

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- (b) Dedicated Contact Center Advocates. Enrolled Contact Center advocates will have customer service experience in a health care or health insurance environment and will provide the following essential functions:
  - i) Receive, research and process queries and information from RGSR Members to determine needs/wants and ensure their issues are resolved, including plan UM/UR requests;
  - ii) Analyze inquiries and determine path to be taken to respond in a prompt and accurate manner; and
  - iii) Demonstrate flexibility in meeting RGSR Member needs including addressing deviations from normal practices or procedures.
  - iv) Use an escalation process with the ability for a warm transfer to the TPA of EMPLOYER PLAN.
- (c) Dedicated Contact Center Performance Guarantees. Contractor shall meet the following monthly standard call center performance guarantees:
  - i) *Average speed of answer*:  $\geq 80\%$  of calls answered within thirty (30) seconds or less
  - ii) *Abandonment rate*:  $\leq 5\%$  of calls abandoned
  - iii) *First call resolution*:  $\geq 90\%$  of calls resolved during first call
- (d) Website/Portal for Enrolled RGSR Members. Contractor will have a well-functioning, customized EMPLOYER dual-branded, Member portal that provides access to the Enrolled RGSR Member's EMR in place by MONTH DAY, YEAR, with the following requirements:
  - i) The Phase I and Phase II requirements included in Exhibit 1.1;
  - ii) Updates electronically available RGSR tools, that support decision-making on clinical options or provides information on how to access such tools through the RGSR;
  - iii) Contractor will expand the portal to allow access from smart phones by MONTH DAY, YEAR;
  - iv) Links to Plan Supplier websites, when they are available, for the Plan Suppliers included in Exhibit 6; and
  - iii) Newly subcontracted RGSR Program Providers will be added within NUMBER (XX) days of the execution of the provider agreement which requires EMPLOYER's approval as described in Section 2 of this Contract.
- (e) Member Access and Member Experience Reporting. Contractor will report on Member experience by RGSR Program Provider annually each September. The report will include:
  - i) Adherence levels to each of the standards in Section (1)(b) and Section 2(c) of this Exhibit.
  - ii) An action plan for those areas where standards are not met (e.g., member complaints)
  - iii) Evidence of compliance to Sections (2)(a), (2)(b), (2)(d), and (2)(e) of this Exhibit.
  - iv) A description of what is working particularly well within the RGSR and what areas of improvement will be the focus over the next twelve (12) month period. Provider access

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results: (1) For getting care quickly and getting care needed (e.g., CG-CAHPS or other survey) reported during EMPLOYER quarterly meetings.

## **EXHIBIT 2 SERIES – EMPLOYER OBLIGATIONS**

Exhibit 2.1 – EMPLOYER Pre-Launch Activities

Exhibit 2.2 – Reports

Exhibit 2.3 – Data Elements

Exhibit 2.4 – EMPLOYER Reports – Data Confidentiality Restrictions

### **Exhibit 2.1 EMPLOYER Pre-Launch Activities**

For EMPLOYER to deliver any of the reports set forth below by the corresponding due date, Contractor must cooperate with EMPLOYER and any applicable Plan Supplier in a timely fashion and sign off on data formats for each report and other requirements. Notwithstanding anything in the Contract to the contrary, EMPLOYER will not be penalized for any report delivered past its due date if, despite diligent and good faith efforts, Contractor and EMPLOYER have been unable to agree on the report format and other applicable requirements.

MONTH DAY, YEAR

1. Deliver provider roster specification template to RGSR.

MONTH DAY, YEAR

1. Initiate meetings with Contractor to discuss the vendors identified for integration, data and reporting requirements, EMPLOYER expectations of RGSR care management model, and EMPLOYER expectations for Member experience.
2. Develop and share with Contractor a Communications Plan.

MONTH DAY, YEAR

1. Deliver claims extract and supplemental reporting specifications template to RGSR.

MONTH DAY, YEAR

1. Finalize Member incentives for October YEAR open enrollment (through plan design and contributions).
2. EMPLOYER will provide Contractor with the Ancillary Provider List for Plan Year 20XX.

MONTH DAY, YEAR

1. Provide historical data feed to RGSR's Data Intermediary reflecting claims incurred in Plan Year's 20XX, 20XX, and 20XX, for members likely to be enrolled and attributed to the RGSR. The exact deadline for EMPLOYER to provide this data feed is within forty-five (45) calendar days of receipt of validated provider roster specifications from Contractor.
2. Work with the Data Intermediary to define HCC based on contract caps including monthly report of HCC and tracking HCC cost when 50% of member's cap is noted

MONTH DAY, YEAR

1. Direct the Plan Suppliers to begin to deliver to Contractor's Data Intermediary monthly claims files for medical and pharmacy, assuming the appropriate Data Sharing Agreements have been executed.

MONTH DAY, YEAR

1. Begin delivery of monthly attribution reports to Contractor.

MONTH DAY, YEAR

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1. Establish monthly supplemental reports by Plan Suppliers.

MONTH DAY, YEAR

1. Establish PCMH target percentages for YEAR.

MONTH DAY, YEAR

1. Identify a data Intermediary to build a notification process for any claims that exceed the financial caps including timely notification of member approaching 50% percentage of an HCC cap.

## Exhibit 2.2 Reports

1. **General RGSR deliverables, reports and timing:** Employer and Contractor reports and obligations are outlined in Exhibit 11 in sequence to the contract deliverables.

### 2. Financial Reconciliation

- a. EMPLOYER will perform and provide to Contractor the Financial Reconciliation as specified in Section 2.7 of the Contract and in Exhibit 3.3. This will include a summary of the Contractor's performance on the Quality Measures described in Exhibit 5.
- b. EMPLOYER will perform and provide to Contractor the first Financial Reconciliation on MONTH DAY, YEAR. EMPLOYER will also provide a test Financial Reconciliation on MONTH DAY, YEAR.

### 3. Format and Due Dates for Reports

A preliminary description of the reports and their corresponding due dates is set forth in Table I. The parties may adjust the reports provided under this Section 2 and their corresponding due dates throughout the Term by mutually agreeing upon a new version of Table I. Notwithstanding the preceding sentence, at any point during the Term, EMPLOYER may change the Plan Supplier of each report set forth in Table I upon reasonable prior notice to Contractor. The parties will agree, in consultation with the applicable Plan Supplier, on the format for each report. Specific data elements for certain reports are described in Exhibit 2.3. The data or report is timely delivered on the applicable due date if it is posted on the FTP or web portal site. See definitions below:

- a. **Same Day Notification (Immediate Notice Upon Discovery):** Deliverables due the same day as discovery. If the incident occurs on a Saturday, Sunday, or state or federal holiday, the notice is due the next business day.
- b. **Next Day Notifications:** Deliverables due the next day. If the incident occurs on a Saturday, Sunday, or state or federal holiday, the notice is due the next business day.
- c. **Two Business Days Notification:** Deliverables due in two business days
- d. **Weekly Deliverables:** Deliverables due by close of business/COB on Fridays
- e. **Within NUMBER Calendar Days of Occurrence Notification:** Deliverables due within seven calendar days of occurrence. If the incident occurs on a Saturday, Sunday, or state or federal holiday, the notice is due within 7 calendar days of the next business day.
- f. **No later than NUMBER days prior to execution:** Deliverables due thirty days prior to implementation for review and approval by EMPLOYER
- g. **Monthly Deliverables:** Deliverables due monthly, by the last day of the month, following the month included in the data, unless otherwise specified by EMPLOYER
- h. **Quarterly Deliverables:** Deliverables due on a contract year (CY) quarterly basis, by the last business day of the month following the end of each quarter, unless otherwise specified
  - CY Quarter 1: MONTH DAY - MONTH DAY

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- CY Quarter 2: MONTH DAY - MONTH DAY
- CY Quarter 3: MONTH DAY - MONTH DAY
- CY Quarter 4: MONTH DAY - MONTH DAY

i. **Semi-Annual Deliverables:** Deliverables due by the last business day of the month following the end of the reporting period, unless otherwise specified. The semi-annual reporting periods are as follows:

- MONTH DAY - MONTH DAY

j. MONTH DAY - MONTH DAY

k. **Annual Deliverables:** Deliverables due by the last business day of the month following the end of the reporting period (Contract Year: January 1 -- December 31), unless otherwise specified by EMPLOYER.

l. **Ad-Hoc Deliverables:** Deliverables are due whenever the Contractor has relevant changes or information to report, or upon EMPLOYER request related to Behavioral Health, Contract Management, Financial, Quality, Pharmacy, and Operations deliverables as applicable as noted in Exhibit 11.

Report Type	Data Source	Due Date: On or before	% of Gain or Deficit for late reporting
Medical claims report	Carrier	MONTH DAY - of the following month	
PBM claims report	PBM	MONTH DAY of the following month	
Claim enrollment File	EMPLOYER	MONTH DAY of the following month	
Inpatient admission	HIT	Daily	
Enrolled member file	EMPLOYER	MONTH DAY of the following month	
Attributed member file	Carrier	MONTH DAY of the following month	
High-cost drug report	PBM	MONTH DAY of the following month	
Key vendor report	Employer	Last day of the month	
Monthly provider roster	RGSR	Last day of the month	

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Monthly billing TIN report	RGSR	Last day of the month	
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#### 4. Dates and Late Reports

Unless otherwise agreed upon by the parties in writing, (a) all due dates will be based on ZONE Time; and (b) reports that are due on a federal holiday or weekend will be provided the following regular Business Day. Notwithstanding anything to the contrary in the Contract, reports provided to Contractor or Plan Supplier under this Exhibit will be deemed delivered on the date such reports are, as applicable, posted by or electronically sent to Contractor or EMPLOYER Plan Supplier/Vendor.

## Exhibit 2.3 Data Elements

### 1. General Specifications

EMPLOYER will provide Contractor with the format for the reports and data extracts, subject to the constraints of the providing parties' operational requirements, administrative policy requirements, and information technology systems (including, with respect to EMPLOYER, any restraints required by EMPLOYER's Privacy Office). Some RGSR Program Providers and/or financial information may need to be aggregated or otherwise blinded to protect the confidentiality of provider-payer contractual rates.

Within forty-five (45) calendar days of receipt of validated provider roster specifications from Contractor, EMPLOYER or an Enrolled third party, will provide Contractor's RGSR Data Intermediary with a one-time historical data feed reflecting claims incurred for Members attributable to the RGSR, using the attribution model agreed to in this Contract, for Plan Years XXX, XXXX, and XXXX (with claims runout for Plan Year XXXX through MONTH DAY, YEAR).

### 2. Claims Data Extract – Medical and Behavioral Health & Pharmacy

On an ongoing basis, Contractor's Data Intermediary will receive a monthly claims extract that contains service level detail for claims paid for RGSR Members in the month just ended. The Member eligibility file will include a Member Identification (ID) that allows the user to link eligibility with medical, pharmacy and behavioral health claims. In addition, the eligibility file will contain the following fields at a minimum; enrollment segment start and end dates, subscriber identification, dependent type (employee, spouse or dependent), date of birth, gender, and benefit package identifier (which captures plan/option selected and coverage).

The medical and behavioral health extracts will contain the following, based on the availability of the data elements as supplied by the various claims administrators: service level detail, including the appropriate CPT, ICD-10, DRG and other appropriate codes for the coverage year, date(s) of service, place of service, rendering provider National Provider Identifier (NPI) and Tax Identification Number (TIN), as well as financial detail including allowed and paid amounts.

The pharmacy extract will contain the following, based on the availability of the data elements as supplied by the applicable TPA: service level detail, including date(s) of dispensed, number of refills, national drug code, drug name, days' supply, metric units, generic/brand indicator, retail/mail order indicator, specialty claim indicator as well as financial detail including allowed, paid, EMPLOYER average daily cost for selected drugs in a class, and average wholesale price (AWP) amounts.

- A. Monthly claims files will reflect all Enrolled Members and all RGSR Members who have appeared on any attribution report for that month.

### 3. WEEKLY Authorization Report

The daily authorization report will contain Member level detail for RGSR Members with recent pre-authorizations, including hospital admissions.

### 4. Monthly Enrolled RGSR Member List

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The Enrolled RGSR Member list will contain the name of RGSR Members who have elected to enroll in the RGSR.

## **5. Monthly Attribution Reports**

Tentative and Definitive Attribution reports will be provided as outlined in Exhibit 3.5.

## **6. Monthly High-Cost Claimant Reports – Supplemental**

The high-cost claimant report will include a list of RGSR Members with Allowed Amount claims greater than \$XX,XXX or another level mutually agreeable to the parties.

The report will include a description of services including diagnosis and procedure codes, dates and places of service, and Allowed Amounts, paid amounts, and a table of new, continuing and drop of high-cost claimant as well as enrolled in CM and actively managed by an RGSR PCP or specialist.

High-cost claimant exceeding \$XXX,XXX cost in single episode or 50% of the allowed cap will be reported to the EMPLOYER or designee within one week of discovery with some details related to any care management or cost reduction efforts.

## **7. Monthly Key Utilization Summary Report – Supplemental**

The utilization summary report will contain as applicable, key utilization rates per thousand and Per Member Per Month allowed and paid amounts summarized by inpatient services, outpatient services, professional services, and additional key service lines.

## **8. Drug Utilization Report**

Reports include a list of high-cost drugs (both outpatient, inpatient and office dispensed), brand/generic and biological fill rates, average DAW by drug class, adherence by drug calls and a list of prescribers with high and low brand and biological drug for targeted feedback on agreed drug classes

## **9. Key Vendor Program Participation**

The Wellness Program participation report will include all RGSR Members' rates of participation in EMPLOYER's Wellness Program.

**Exhibit 2.4****EMPLOYER Reports – Data Confidentiality Restrictions**

The parties acknowledge that the restrictions set forth below are required because of contractual provision in EMPLOYER agreements with its Plan Suppliers, and the provisions of applicable laws. These restrictions will apply to the reports and data provided by or on behalf of EMPLOYER pursuant to the Contract and Exhibit 2.2. As required by state and federal law, these restrictions may require blinding of provider names, certain diagnostic and treatment codes, Allowed Amounts, or a combination of these fields, or the amalgamation of data so that Specific Pricing Information is not identifiable or derivable.

- A. Data Intermediary may provide data including Allowed Amounts to RGSR or an RGSR Partner Provider where:
  - i. The Plan Supplier (e.g., the TPA of EMPLOYER PLAN) has a contract for delivery of Covered Services with the recipient RGSR or RGSR Partner Provider (e.g., a Preferred Provider Agreement);
  - ii. The data provided derives from the provision of Covered Services pursuant to such contract. Data provided will be specific to the RGSR Provider and specific to that provider's services to RGSR Members.
- B. Data Intermediary may provide Allowed Amounts pertaining to an RGSR Partner Provider or RGSR Affiliate Provider to RGSR in an unblinded fashion where:
  - i. The Plan Supplier (e.g., the TPA of EMPLOYER PLAN) has a contract for delivery of Covered Services with the RGSR Partner Provider or RGSR Affiliate Provider (e.g., a Preferred Provider Agreement).
  - ii. The RGSR Partner Provider or RGSR Affiliate Provider is under common ownership or control with RGSR;
  - iii. The data provided to RGSR is data related to the specific contract between the Plan Supplier and the RGSR Partner Provider or RGSR Affiliate Provider;
  - iv. The RGSR has informed the Plan Supplier in writing that the RGSR Partner Provider or RGSR Affiliate Provider in question is under common ownership or control with RGSR and mutually agreed upon by the Plan Supplier;
- C. Data Intermediary may provide blinded data pertaining to Contractor, Partner Providers, or Affiliate Providers to fulfill the purposes of this Contract, provided Specific Pricing Information is not identifiable or derivable.
- D. In all reports provided by the Data Intermediary to RGSR or a Partner Provider:
  - i. The recipient must have a need to know arising in connection with performance of its obligations as a Partner Provider;

- ii. Data provided pertaining to provider reimbursements, discounts and provider identifiers will not have been reverse engineered for the purpose of ascertaining specific payor discounts applicable to the Partner Providers.

## EXHIBIT 3 SERIES – FINANCE

- Exhibit 3.1 – Reduction of Net Deficit
- Exhibit 3.2 – Form Notice of Late Report
- Exhibit 3.3 – Financial Terms
- Exhibit 3.4 – Examples of Calculations for Net Savings and Deficits
- Exhibit 3.5 – Attribution
- Exhibit 3.6 – Financial Reconciliation Summary Form

### Exhibit 3.1 Reduction of Net Deficit

1. If a Plan Supplier does not deliver a report by the corresponding due date set forth in Table I of Exhibit 2.2, EMPLOYER will reduce the Net Deficit (if any) owed for the Performance Year to which the report pertains by the Contractor to EMPLOYER according to the following formula, which will be calculated separately for each Cohort:

Net Deficit Reduction per Report Percentage 1% Apportionment Percentage

For purposes of this Section only, (a) “Net Deficit Reduction per Report Percentage” means, with respect to any report set forth in Table I of Exhibit 2.2, the corresponding amount in the “Net Deficit Reduction per Report” column; and (b) “Apportionment Percentage” means, with respect to any report set forth in Table I of Exhibit 2.2, the percentage set forth in the column applicable to the number of Business Days the report is late in Table I of this Exhibit.

2. These amounts will be calculated separately for each late report for each Cohort. The total amount by which EMPLOYER will reduce the Net Deficit for a Performance Year will be applied at the time of the Financial Reconciliation for that Performance Year;
3. The data periods for each report shall include data and/or run out through the most recent month prior to the report due date, except for months when Tentative Attribution report is delivered where there will be an additional one-month lag. The data must be complete and accurate for all the data elements set forth in Exhibit 2.3.
4. Terms: Any reduction of the penalty pursuant to this Exhibit will be subject to the following terms and conditions:
  - (a) There will be no reduction in the penalty for any report that is delivered fewer than seven (7) Business Days following its due date if the applicable Plan Supplier delivers the report on or before its due date during next two reporting periods.
  - (b) The maximum amount by which the Net Deficit will be reduced for all reports within a report category during any Performance Year is specified in the “penalty” in Table I of Exhibit 2.2 shall not exceed \$X00,000 in a plan year for each cohort.

**Table I – Late Delivery Assessments to Net savings and Deficits for Employer and RGSR**

Data/Report	1-2 Days	Business Days Late					60-89 days	90 or More
		3-4 days	5-6 days	7-14 days	15-29 days	30-59 day		
Claims data extract – medical & BH	\$1,000	\$2,000	\$3,000	\$5,000	\$10,000	\$15,000	\$20,000	\$35,000
Claims data extract – Pharmacy	\$1,000	\$2,000	\$3,000	\$5,000	\$10,000	\$15,000	\$20,000	\$35,000
Inpatient admissions	\$1,000	\$2,000	\$3,000	\$5,000	\$10,000	\$15,000	\$20,000	\$35,000
Enrolled ACP Member list	\$1,000	\$2,000	\$3,000	\$5,000	\$10,000	\$15,000	\$20,000	\$35,000
Tentative Attribution	\$1,000	\$2,000	\$3,000	\$5,000	\$10,000	\$15,000	\$20,000	\$35,000

(c) For each late report, Contractor must follow the procedure set forth in this Section 5(c) of this Exhibit.

- i) First, at the end of the day on the date the report is due, Contractor must send EMPLOYER an initial notice of late report using the form set forth in Exhibit 3.2.
- ii) Second, on the day on which RGSR receives the late report, Contractor must send EMPLOYER a notice of receipt of late report using the form set forth in Exhibit 3.2.
- iii) If Contractor does not receive a report within NUMBER (X) days for an inpatient admission report or within ninety (90) days for all other reports, then Contractor must send EMPLOYER a notice of non-receipt using the form set forth in Exhibit 3.2 and a plan for payment.

- (d) For each late report, Contractor must follow the procedure set forth in this Section 5(c) of this Exhibit.
  - i) First, at the end of the day on the date the report is due, Contractor must send EMPLOYER an initial notice of late report using the form set forth in Exhibit 3.2.
  - ii) Second, on the day on which RGSR receives the late report, Contractor must send EMPLOYER a notice of receipt of late report using the form set forth in Exhibit 3.2.
  - iii) If Contractor does not receive a report within NUMBER (X) days for an inpatient admission report or within ninety (90) days for all other reports, then Contractor must send EMPLOYER a notice of non-receipt using the form set forth in Exhibit 3.2.
- (e) If Contractor does not follow the notification process set forth in Section 5(c) above, Contractor will be deemed to have waived, and EMPLOYER will be under no obligation to provide any reduction in the Net Deficit for that report.
- (f) The parties will cooperate with each other to ensure the timely delivery of each report and the expeditious delivery of any late report.
- (g) If a Plan Supplier is late delivering a report more than three (3) times during a Performance Year, the parties will revisit the scope of the reporting obligation and the due date.

### Exhibit 3.2 Form Notice of Late Report

Complete the following for each late report, as described in Exhibit 3.1 of the Accountable Care Services Agreement. Upon completion, please email this form to EMPLOYER's Contract Manager.

Contractor Name: _____	Today's date: _____		
<i>Select one:</i>	Initial notice of late report	Notice of receipt of late report	
	Notice of non-receipt of report		
Name/type of report: _____			
Name of Plan Supplier for report: _____			
Method of delivery:	Email		
	Posting ( <i>specify website</i> ): _____		
	Other ( <i>specify</i> ): _____		
Report date due: _____			
Date delivered: _____	Not yet delivered		
Number of days late: _____	Not yet delivered		
Is there a reduction of Net Deficit associated with the late report?		No	Yes
If yes, has this report been late in either of the two previous reporting cycles?		No	Yes
If yes, specify the following:			
Due date of first late report: _____	Due date of second late report: _____		
Date report was delivered: _____	Date report was delivered: _____		
Date Contractor sent initial notice of late report: _____	Date Contractor sent initial notice of late report: _____		
Date Contractor sent notice of receipt of late report: _____	Date Contractor sent notice of receipt of late report: _____		
Date Contractor will send penalty payment _____			

Attach any communications from the Plan Supplier for report, EMPLOYER, or any applicable third party regarding the reasons why the report was (or will be) late. (Contractor may update this form as such communications are received.)

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## Exhibit 3.3        Financial Terms

### General

#### 3.1.1 Accounting of Allowed Amounts and Experience Amounts

After the close of each Performance Year, EMPLOYER shall perform a complete accounting of the aggregate Allowed Amounts for the Enrolled and Attributed Cohorts for a Performance Year by comparing the Aggregate Experience Amounts to the Aggregate Target PMPM to determine if there is either Gross Savings or a Gross Deficit and to calculate the resulting Net Savings or Net Deficit. The Financial Reconciliation shall be calculated on a PMPM basis using claims incurred during the Performance Year with a three (3) month claims run out period.

Exclusions from each cohort performance year reconciliation include:

- a. High-Cost Claimants with Allowed Amounts more than \$XXX,XXX in a Plan Year will have a calculated PMPM deducted from the Adjusted PMPM target will be excluded from the PMPM financial reconciliation. RGSR will exclude certain conditions and services listed below:
- b. Selected service codes will deducted from the risk adjusted PMPM that include (examples):
  - 1. Dialysis (home and facility) or member with ESRD excluded
  - 2. Drug (by NDC listed)
  - 3. List selected Diagnosis (by ICD 10)
  - 4. Other

RGSR will however; account for the clinical care of these members in quarterly reporting to determine opportunity to improve access, quality, and cost. Experience amounts do not include allowed amounts for beneficiaries when EMPLOYER PLAN is the secondary payor.

#### 3.1.2 Assignment of Plan Year Allowed Amounts

For Covered Services spanning more than one (1) day, the Allowed Amounts will be assigned to a Plan Year based on the day of admission, or first day of service.

Care provided in the base year that extends into the first year of the contract will be excluded in the financial reconciliations.

**p> Financial Reconciliation**

**3.2.1 Pre-Launch**

The parties will use best efforts to complete their respective obligations to provide the data elements (including collection and reporting of complete Fiscal, Access, and Quality Measures in Sections 5, 6 and 7) required to complete a test Financial Reconciliation for YEAR. No party will have any financial obligations to the other party based on the results of this test Financial Reconciliation for YEAR. Estimated maximal gross deficits and gains for each party will be shown prior to launch.

**3.2.2 Determining Adjusted Base Costs PMPM.**

For each Performance Year, the Unadjusted Employer Base PMPM will be calculated separately for each Cohort. To account for changes in the risk status of RGSR Members from the Base Year to the Performance Year, the Unadjusted Base PMPM will be multiplied by **the ratio of the** Performance Year Risk Score to the Base Year Risk Score to calculate the Adjusted Base Cost PMPM. In the calculation of Risk Scores, the parties will settle on a risk methodology (e.g., disease, age/sex, or other) to adjust all Experience Amounts using the agreed Risk Model as well as any PMPM excluded procedures or high-cost claimants.

**3.2.3 Determining Aggregated Target PMPMs**

The RGSR Target PMPM for each Performance Year will be equal to the Adjusted Base PMPM, multiplied by Benchmark Trend Rates and Annual Trend Guarantee Rates from each Performance Year of the contract. The Annual Trend Guarantee shall not exceed the EMPLOYER's baseline trend (i.e., the RGSR agrees to bend the EMPLOYER's trending the contract to achieve the opportunity for Share Savings). The adjustments will apply separately to the Enrolled and Attributed Cohorts.

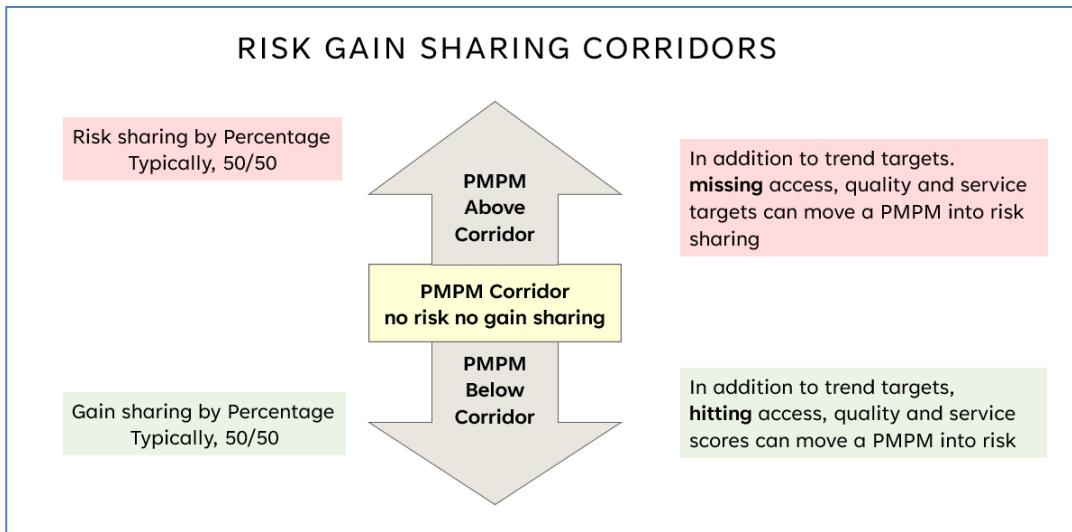
Illustrative values for components of the Benchmark trends are displayed below in Table 2.3(a) with the final values being calculated during the Financial Reconciliation process. The Aggregate Target Costs are calculated on a multiplicative basis for the values determined in each Performance Year as the Target PMPM multiplied by the Performance Year Member Months.

**3.2.4 The Benchmark Trend Rates will consider two components:**

- a. Benchmark EMPLOYER Trend Rates will be the risk adjusted Employer Performance Year Experience 2 years prior to the RGSR launch for each cohort and each Performance Year minus an PMPM adjustments for services or high-cost claims and thus achieve a PMPM performance target. After year one the PMPM will be adjusted based on each cohort's experience. This will be the sole component of the Benchmark Trend Rates for each cohort.
- b. Each cohort shall have a risk corridor where PMPM targets between the corridors will be free of all Gross Deficits and Gain sharing.
- c. The PMPM for each RGSR cohort for years 1 and 2 of the contract shall be the 2 years of employer experience prior to start of the RGSR

d. The PMPM for each RGSR cohort will be adjusted in year three based on two years of each cohort experience . The Benchmark Trend Rates for each cohort will remain based on 2.3(a) above.

**Figure 3.1: Proposed RGSR Risk Corridor**



### 3.2.5 Net Savings and Net Deficits

Contractor shall be eligible to share (50%) of the Gross Savings with EMPLOYER, Contractor shall be pay a share (50%) of the Gross Savings with EMPLOYER. Contractor may have additional gain and risk sharing outcomes when customer service and quality goal are exceeded or fall below aggregate targets in a contract year (Section 5.0). Contractor may have additional deficit sharing decreased or increased when reports are not timely (Exhibit 3).

### 3.2.6 Calculation of Net Savings and Net Deficits

Contractor shall be eligible to share savings with EMPLOYER if the Aggregate Experience Amount is less than the Aggregate Target Cost during the Performance Year in each Cohort, resulting in Gross Savings times the sharing percentage. Alternatively, the Contractor will be financially responsible for the Gross Deficit if the Aggregate Experience Amount exceed the Aggregate Target Cost during the Performance Year. If the Aggregated Amount is between the Risk Corridor for a Cohort, there shall be no savings or deficit. The quality and customer service improvement model in Exhibit 5 will calculate the Savings Share and Deficit Share. Net Savings are calculated by multiplying the Gross Savings by the Savings Share. Gross Deficits are calculated by multiplying the Net Deficit by the Deficit Share.

### 3.2.7 Separate Calculations for Each Cohort

The Gross Savings and Deficits for each Performance Year shall be calculated for each Cohort. Examples of calculations are within Exhibit 3.4. The overall quality and service Improvement Score will be the same for all Cohorts. Examples of the Quality Improvement Score are within Exhibit 5

**Table 3.1 Calculation and Payment of Net Savings and Net Deficits for Medical and Rx**

Net Savings or Net Deficits obligations of the Parties will be paid in accordance with the provisions of Sections 2.7, 2.8 and 2.10 of this Contract.

Fiscal Component	Calculation	Enrolled	Attributed
Employer Unadjusted PMPM Base	A	\$450.00	\$550.00
Excluded Services/Procedures	B	\$10.00	10.00
Unadjusted RGSR Trend Targets	C = A - B	\$440.00	\$540.00
Employer historical PMPM Trend by Yr	D	5%	7%
Adjusted Trend Targets PMPM	E= (C x (1+D))	\$462.00	\$577.80
Performance Year Risk Adjusted Score	F	0.99	0.96
Risk Adjusted Trend Targets	G = E x F	\$457.38	\$554.69
Risk Corridors	H	Upper 103% Lower 97%	Upper 103% Lower 97%
Annual Trend Guaranteed PMPMs (Upper Corridor)	I = G x H	Upper \$471.10	Upper \$571.33
Annual Trend Guaranteed PMPMs (Lower Corridor)	J = G x H	Lower \$443.66	Lower \$538.05
RGSR PMPM experience	K	\$439.08	\$587.97
Risk Corridor (in-corridor, above or below)	L	Gain Share - Below Corridor	Risk Share – Above corridor
RGSR Contract Saving Share	M	50%	50%
RGSR Contract Deficit Share	N	50%	50%
Quality Adjustor	O	1.02	0.96

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RGSR Share - RGSR Quality Adjusted Savings (Table 3a)	P = M * O	51%	NA
Employer Share - RGSR Quality Adjusted Savings (Table 3a)	Q=1-P	49%	NA
RGSR Share - RGSR Quality Adjusted Deficit (Table 3b)	R = N * O	NA	48%
Employer Share - RGSR Quality Adjusted Deficit (Table 3b)	S-1-R	NA	52%
Savings - PMPM Below Corridor	T=J-K	\$4.58	NA
RGSR Share PMPM Below Corridor (Savings)	U=T*P	\$2.34	NA
Employer Share PMPM Below Corridor (Savings)	V=T*Q	\$2.24	NA
Deficit - PMPM Above Corridor (Deficit)	W=K-I	NA	\$16.57
RGSR Share PMPM Below Corridor (Savings)	X=R*W	NA	\$7.95
Employer Share PMPM Below Corridor (Savings)	Y=R*S	NA	\$8.62
RGSR Member Months (each Cohort)	Z	24,480	24,480
Savings - Gross Saving PMPM	AA = T*Z	\$112,118.40	NA
RGSR Gross Savings	AB=U*Z	\$57,283.20	NA
Employer Gross Savings	AC=V*Z	\$54,835.20	NA
<b>RGSR Fiscal Report</b>			
Deficit - Gross Deficit PMPM (each cohort)	AD=W*Z	NA	-\$405,633.60
RGSR Gross Deficit	AE=X*W	NA	-\$194,616.00
Employer Gross Deficit	AF=Y*W	NA	-\$211,017.60
<b>Employer Fiscal Report</b>			
Net Saving/Deficit (Both Cohorts)	AG= AA+AD	-\$293,515.20	
RGSR Net Savings/Deficit (Both Cohorts)	AH=AB+AE	-\$137,332.80	
Employer Net Savings/Deficit (Both Cohorts)	AI=AC+AF	-\$156,182.40	

**Table 3.4(a) Illustration of Cohort Financial Reconciliation (Excellence Performance)**

Good RGSR Experience		PPPM		\$ Total (PPPM*MM)
RGSR Total Gain (Risk)	\$	221	\$	(168,132)
RGSR Risk Payment	\$	(2)	\$	16,241,225
RGSR Gross Gain/(risk)	\$	219	\$	16,073,093
<b>Employer Share</b>	\$	-	\$	-
Employer Risk payment	\$	(2)	\$	168,132
Employer Gain Share	\$	221	\$	16,241,225
<b>Total Employer Saving</b>	\$	219	\$	16,409,356

Assumptions included for Excellent Experience: Exceeds PPPM targets in Yr. 2, quality and service targets are met in Yr. 1, enrollment grows 5% per Yr.

**Table 3.4(b)**  
**Illustration of Cohort Financial Reconciliation (Average Performance)**

Average RGSR Experience		PPPM		\$ Total (PPPM*MM)
RGSR Total Gain	\$	24	\$	1,777,689
RGSR Risk Payment	\$	(7)	\$	(512,983)
RGSR Gross Gain/(risk)	\$	17	\$	1,264,706
<b>Employer Share</b>				
Employer Risk payment	\$	(7)	\$	512,983
Employer Gain Share	\$	24	\$	1,777,689
<b>Total Employer Saving</b>	\$	17	\$	2,290,673

Assumptions included for Average Experience: Exceeds PMPM targets in Yr. 3, quality and service targets are met in Yr. 2 and 3, enrollment grows 3% per Yr.

**Table 3.4(c)**  
**Illustration of Cohort Financial Reconciliation (Poor Performance)**

Poor RGSR Experience	PMPM	\$ Total
RGSR Total Gain (Risk)	\$ -	\$ -
RGSR Risk Payment	\$ (43)	\$ (4,259,116)
RGSR Gross Gain/(risk)	\$ (43)	\$ (4,259,116)
<b>Employer Share</b>		
Employer Risk payment	\$ -	\$ 4,259,116
Employer Gain Share	\$ -	\$ -
<b>Total Employer Saving</b>	<b>\$ -</b>	<b>\$ 4,259,116</b>

Assumptions included in Poor Experience: Does not gain share on PMPM targets until Yr. 4, quality and service targets are met in Yr. 3/4, enrollment declines X% per Yr.

### Exhibit 3.5 Attribution

The Tentative Attribution process described in this Exhibit will be performed each month and the Definitive Attribution process will be run with three (3) months of run out for Financial Reconciliation using the model below for each Cohort. The Definitive Attribution process described in this Exhibit will be performed annually as part of the Performance Year Financial Reconciliation set forth in Exhibit 3.3, starting with the YEAR Plan Year. The attributed cohort PMPM is an estimate based on retrospective attribution to set the Aggregate Base Costs, for the attributed cohort, and is updated periodically to understand trends. However, the attributed targets remain for each year as a percent of the PMPM base year. Aggregate Updated Base Costs uses a 3-month run out for the Financial Reconciliation.

The Tentative and Definitive Attribution criteria will be as follows:

- A. Members are enrolled in the RGSR when selecting RGSR during open enrollment or during a plan year. Enrolled members with less than 3 months in the RGSR will use the average PMPM for their age and sex based on the current RGSR enrolled experience.
- B. Members are Attributed at the RGSR level, based on aggregating utilization across all TINs that are part of the RGSR.
- C. Attributed Member must have a minimum of two (2) Qualifying Visits with an RGSR within a twenty- four (24) month time frame.
- D. Members are attributed to the RGSR using the following hierarchy:
  - 1. Highest number of Qualifying Visits
  - 2. If a tie for highest number of Qualifying Visits, highest total RVUs for Qualifying Visits
  - 3. If a tie for Qualifying Visits and RVUs, most recent date of service
- E. Members will be Attributed to the RGSR with which they have the majority of Qualifying Visits to RGSR's Primary Care and Specialists listed in Table I (using the tiebreaker methodology noted above).
- F. If a member cannot be Attributed based on Qualifying Visits to RGSRs Primary Care and Specialists, then the Member will be Attributed based on Qualifying Visits to both Primary Care and Specialists listed in Table I and Chronic Care Specialists listed in Table II.
- G. Members who are Enrolled to an RGSR cannot be attributed to another RGSR.

The attribution criteria above will apply each Plan Year for the duration of the Contract and any changes to the attribution criteria must be mutually agreed to by the parties by a written amendment to this Contract.

**Table I: Primary Care Specialties in PCP Offices**

Family practice General practice Geriatric medicine	Internal medicine Licensed Midwife Nurse Midwife Nurse practitioner	Obstetrics/gynecology Pediatric medicine Physician Assistant Preventive medicine
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**Table II: Chronic Care Specialties**

Allergy and Immunology.	Infectious Diseases.	Psychiatry.
Cardiology.	Nephrology.	Pulmonology.
Cardiothoracic Surgery.	Neurology.	Rheumatology.
Chiropractor.	Neurosurgery.	Urology.
Clinical Psychology.	Oncology—Medical, Surgical.	Vascular Surgery.
Clinical Social Work.	Oncology—Radiation/Radiation Oncology.	
Dermatology.	Ophthalmology.	
Endocrinology.	Orthopedic Surgery.	
ENT/Otolaryngology.	Physiatry, Rehabilitative Medicine.	
Gastroenterology.	Plastic Surgery.	
General Surgery.		
Gynecology, OB/GYN.		

**Table III: Allowed E&M Codes for PCP Designation**

Procedure Codes	Description
98966 - 98968	HC pro phone call
98969	Online service by health professional
99201 - 99205	Office/outpatient visit, new
99211 - 99215	Office/outpatient visit, est.
99417	Prolonged service, office
99358 & 99359	Prolonged service, w/o contact
99381, 99382 & 99387	Init pm e/m, new pat
99383-99386	Prev visit, new
99391 & 99397	Per pm, est pat
99392-99396	Prev visit, est pat
99401 - 99404	Preventive counseling, indiv
99411 & 99412	Preventive counseling, group
99420	Health risk assessment test
99429	Unlisted preventive service
99441 - 99443	Phone e/m by phys
99444	Online e/m by phys
99499	Unlisted E&M service
G0344 & G0402	Initial preventive exam
S0610, S0612 & S0613	Annual gynecological exam
59400	Routine obstetric care vaginal delivery
59510	Routine obstetric care cesarean delivery,
S0280	Medical home, initial plan
S0281	Medical home, maintenance
59400-59430	Antepartum, delivery, and postpartum services
59400 - 59410	Global midwifery services
99461	Covers initial newborn exam at home
99460 or 99463	Covers initial newborn exam in birthing center

## **Exhibit 3.6      Financial Reconciliation Summary Form**

**Contractor/Vendor Name:** \_\_\_\_\_

**Contract No:** \_\_\_\_\_

**Performance Period:** \_\_\_\_\_ to \_\_\_\_\_

## **Number of Quality Measures Above Named Contractor Achieved during Performance** \_\_\_\_\_

### Select One:

Contractor:

1

May Receive from EMPLOYER \$ \_\_\_\_\_

□

Owes EMPLOYER an \$ \_\_\_\_\_

**EMPLOYER Contract Manager Signature:**

---

Signature

Date

---

Print Name & Title

Email Address:

Telephone No:

Contractor hereby agrees to the accuracy of this Financial Reconciliation Summary and the underlying full Financial Reconciliation.

**Contractor Authorized Agent Signature:**

---

**Signature**

---

Date:

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Print Name & Title

Email Address: \_\_\_\_\_

Telephone No: \_\_\_\_\_

**EXHIBIT 4 SERIES – NETWORK PARAMETERS**

Exhibit 4.1 – RGSR Partner Providers List

Exhibit 4.2 – RGSR Partner Provider Agreements, Material Terms Exhibit

4.3 – RGSR Affiliate Provider Agreements, Material Terms

Exhibit 4.4 – Partner Providers Permitted Additional Time to Participate Fully in Care Transformation Strategies

**Exhibit 4.1 RGSR Partner Providers List**

The following are Partner Providers of the Contractor's RGSR. The RGSR will provide the EMPLOYER a list of employed, contracted, and affiliated providers that will care for RGSR cohorts. The list will include a unique provider indicator, provider type, provider description, care type Adult, Peds or both, open/close practice indication, address, and zip. Zips will be used to match against enrollment files and assessment of access by zip and county.

## Exhibit 4.2 RGSR Partner Provider Agreements, Material Terms

The Partner Provider Agreement is an agreement between the Contractor and each RGSR Partner Provider that contains the terms necessary for the Partner Provider to participate in the RGSR as contemplated by this Contract. The Partner Provider Agreements must contain, at a minimum, the following terms and obligations:

1. Partner Provider will permit EMPLOYER to review the terms of the Partner Provider Agreement in their entirety and receive and retain copies if requested by EMPLOYER.
2. The Partner Provider may not take action to terminate the Partner Provider Agreement unless Partner Provider complies with the applicable requirements contained in Section 2.3(L) of this Contract.
3. Partner Provider will inform any physicians and other health care professionals who perform or who may provide Covered Services to RGSR Members of the existence of this Contract and of any provisions herein that are applicable to them.
4. Partner Provider will always comply with all applicable laws.
5. Partner Provider, and, if applicable, its Subcontractors, will execute a Data Security Agreement with terms substantially similar to those agreed to by Contractor in Exhibit 7 of this Contract, specifically those terms related to compliance with all federal and state data laws, permitted uses of data, security and storage of data, retention of data, and the destruction of data, and any other provisions that EMPLOYER, TPA of EMPLOYER PLAN, and other Plan Suppliers may reasonably require to safeguard EMPLOYER's data and comply with applicable laws.
6. Partner Provider and, if applicable, its Subcontractors and their respective service providers and agents, will maintain the confidentiality of EMPLOYER's Confidential Information consistent with the terms set forth in Section 3.8 (Confidential Information Protection) of this Contract.
7. Partner Provider will indemnify Contractor and EMPLOYER for claims resulting from data security breaches by Partner Provider and its data security Subcontractors.
8. During the terms and following termination of the Partner Provider Agreement, Partner Provider will retain and submit any information and data that EMPLOYER, TPA of EMPLOYER PLAN or other Plan Suppliers (or their respective agents) may request, including data for the Contractor's reporting and other obligations. Partner Provider will submit data necessary for Contractor to comply with its obligations to provide EMPLOYER with reports in accordance with the Contract and will permit EMPLOYER or its designee to audit the books and records supporting Contractor's reporting obligations under this Contract.
9. Partner Provider will comply with the HIPAA laws and the terms of a business associate agreement between Contractor and the Partner Provider in the form set forth as Exhibit 8 to this Contract. Partner Providers will agree to indemnify Contractor and EMPLOYER for claims resulting from breaches of Protected Health Information by Partner Provider and, if applicable, its Subcontractors and their respective service providers and agents.

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1. Partner Provider will grant EMPLOYER and Contractor the right to refer to the Partner Provider as a provider in the RGSR and to include the Partner Provider's name, contact information, specialty, and other relevant information in the RGSR Program Provider directory and other communications and publications.
2. Partner Provider will comply with the processes and terms for exceptions for Covered Services not performed by RGSR Program Providers set forth in Section 2.4 of this Contract.
3. Partner Provider will refer RGSR Members to other Plan Suppliers when, according to medical judgment of the Partner Provider, the services of such Plan Suppliers would improve the health and wellbeing of RGSR Members.
4. Partner Provider will agree that no rights or licenses are granted or conveyed to Partner Provider, whether by implication, estoppel, statute, or otherwise, under any of EMPLOYER's patents, copyrights, moral rights, trademarks, trade secrets, and any other form of intellectual property rights recognized in any jurisdiction, including applications and registrations for any of the foregoing.
5. The Partner Provider Agreement will include the following representations, warranties, and covenants:
  - a. Partner Provider is a current contracted provider in the TPA of EMPLOYER PLAN's network pursuant to a Preferred Provider Agreement and meets all credentialing requirements of the TPA of EMPLOYER PLAN, as required by Section 2.3(G) of this Contract.
  - b. Partner Provider is not and will not be excluded in any manner from participating in all federally funded health care programs, nor is Partner Provider controlled by any person or entity that is excluded.
  - c. All Covered Services will be rendered (i) by qualified and competent professionals who possess the skills as required to provide health care services in the manner contemplated by this Contract, with the degree of skill and care that is required by current good and sound professional procedures and practices in accordance with industry standards, (ii) in the same or better manner as this Contractor Provider treats other patients and in accordance with and subject to applicable Law; (iii) in accordance with accepted professional and ethical standards of medical practice; and (iv) in a manner that does not negatively discriminate against RGSR Members vis- à-vis other patients served by the Partner Provider.

6. A Partner Provider will notify Contractor of any event that will or may cause the Partner Provider to withdraw or be terminated from the RGSR as soon as possible, including but not limited to any disbarment or acquisition of Partner Provider.
7. A Partner Provider will immediately notify EMPLOYER and the Contractor of any change in the Partner Provider's ownership, control, or legal status. A Partner Provider Agreement must include (i) a prohibition against the Partner Provider voluntarily terminating participation in or otherwise withdrawing from the RGSR without EMPLOYER's advance written consent and (ii) an acknowledgement that the Partner Provider will be treated as an RGSR Program Provider under this Contract for the Plan Year in which withdrawal or termination occurs, or, in some cases, the next Plan Year unless continuation is not possible or is unlawful.
8. Partner Provider will contribute clinical data from a certified Electronic Health Record (EHR) system, if Partner Provider has or establishes a certified EHR system, to the state Health Information Exchange hosted by LOCAL EXCHANGE when such clinical data repository is offered.
9. Obligations in this Contract that are required to be incorporated into Subcontractor agreements including provisions within Sections 3.12 (Debarment), 3.20 (Insurance), 3.26 (Right of Inspection), and 3.31 (Subcontracting), Exhibit 7 (Data Security Agreement) and Exhibit 8 (Business Associate Agreement), and any other provision to be incorporated into Subcontractor agreements applicable to the Partner Provider or is otherwise required for Contractor to satisfy its obligations under this Contract.
10. Contractor has the right to terminate the Partner Provider Agreement if EMPLOYER terminates the Contract.
11. Notwithstanding the foregoing, Contractor has sole discretion to include additional terms necessary to achieve the success of the RGSR

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**Exhibit 4.4      Partner Providers Permitted Additional Time to Participate Fully in Care Transformation Strategies**

- Listed RGSR contract Clinics and Providers

## **EXHIBIT 5                    QUALITY ACHIEVEMENT MEASUREMENT PROGRAM**

### **1. Goal of the Quality and Customer Measurement Program**

The goal of the EMPLOYER Quality Achievement Measurement Program is to reward improvement and achievement of higher quality with financial incentives and link those scores to gross RGSR savings and deficits. The Contractor will agree to a base fiscal percentage of savings and deficit sharing PMPM. Quality and Customer scores exceeding agreed upon targets can improve the RGSR share of savings. Quality and Customer scores that fall below target will lower the gain share or increase the RGSR deficit share.

### **2. Calculation of Percentage of Net Savings or Deficit**

- 2.1. Each Quality Measure and goal will be calculated for the Performance Year based on both cohorts' experience. Key metrics and targets will be agreed to the contract. The Quality Sum Score (QSS) will be calculated as specified below in Section 5.2.
- 2.2. If the value for one or more quality or service measures is missing or not available, the EMPLOYER CMO or designee will determine the values to be used in place of the missing values using publicly available sources or determine an appropriate score, an alternative measure, or decide to exclude that measure from the calculation, thus increasing the weights of remain metrics.

### **3. Overall Quality Improvement Score Calculation**

- 3.1. Table 5.1 (currently an example only) below lists the Weights and Targets and Targets/Percentiles values used to calculate the overall Quality Improvement Score QSS used for the calculation of the Savings Share for Net Savings payable to the RGSR or the Deficit Share for Net Deficit due from the RGSR pursuant to Exhibit 3.1.

- 3.2. The RGSR will be measured for customer service, quality, and clinical outcomes based on Table 3.2a below. The table reflects the agreed 1) the metrics and their source, 2) the weight of each metric, and 3) the points assigned to each metric. The following definition are:

QT - Is the Quality Targets are metrics for each quality/customer for the contract year.

TQS - Is the Total Quality Score are the weighted points for each QTs in the contract year.

QPE – Is the Quality Performance Experience reported by the RGSR each year of the contract year.

QSS – is the Quality Sum Score is the sum of all points award

3.3. Total Quality Score (TQS) points are awarded as follows 1) if the RGSR Quality Performance Experience exceeds Quality Target (QT) for the contract year the full points are awarded, 2) if the RGSR Quality Performance Experience is lower than the Quality Target (QT) or are missing no points are awarded, 3) EMPLOYER and Contractor may elect up to 50% of points with an appropriate explanation of the quality score not reaching the yearly target. The quality scores will be integrated in the savings and deficit determination based on figure 5.2.

**Table 5.1 Example of a Customer Service and Quality Metrics and Goals**

	Reference/Source	Percent of Quality	Points	2023	2024	2025	2026	2027	2028
<b>Customer Service</b>		40%							
Satisfaction PCP (9-10)			13.33	70%	75%	80%	90%	95%	95%
Getting Care Quickly			13.33	70%	75%	80%	90%	95%	95%
Getting Care needed			13.33	70%	75%	80%	90%	95%	95%
<b>Care Mgmt.</b>		30%							
Satisfaction (9-10)			10	70%	75%	80%	90%	95%	95%
% of HCC in CM			10	50%	60%	70%	75%	80%	80%
% of HCC >=2 PCP visits*			10	50%	60%	70%	80%	80%	80%
<b>Hospital</b>		10%							
Readmission rate (30day)			10	10%	9%	8%	7%	5%	5%
<b>Provider</b>		10%							
DM>9 %			3.3	15%	12%	10%	8%	5%	5%
HTN Control %			3.3	15%	12%	10%	8%	5%	5%
% of HCC cost**			3.3	15%	12%	10%	8%	5%	5%
<b>Rx</b>		10%							
Generic % (generic fill rate)			3.3	85%	87%	90%	92%	95%	95%
Aderence >80			3.3	85%	87%	89%	90%	91%	91%
Narcotic use >120 MEQ			3.3	5%	4%	3%	2%	>1%	>1%
<b>Score</b>		<b>100%</b>	<b>100</b>						
*Rolling Calendar Year									
**#HCC/cohort (HCC>XX,000)									

**Figure 5.2 Linking quality and financial Goals and Targets**

Quality Score	Financial PMPM Target		
	Meets or Exceeds less than Risk Corridor	Less than Target but in Risk Corridor	Poor Performance higher than corridor
Meets or Exceeds	ACP adds to % Shared Savings	ACP reduced % Shared Savings	ACP adds to % Deficit Savings
Less than Target	ACP reduced % Shared Savings	ACP has no added % Shared Savings	ACP reduced % Shared Savings
Poor Performance	ACP has no added % Shared Savings	ACP adds to % Deficit Savings	ACP adds to % Deficit Savings

When Shared savings added to the ACP the employer share is reduced  
 When Shared risk added the ACP the employer share is reduced

3.4. Quality Sum Score (QSS) scores will affect the percentage when there is **Saving Share** (i.e., below risk corridor) based on the table 3.2(a) such that:

- greater than 90 QSS - 2% point will be added to the RGSR gain share and 2% subtract from the employer saving share
- 80 to 90 QSS - 1% point will added to the RGSR gain share and 1% subtracted from the employer saving share
- 65 - 79 QSS – 0.5% point will added to the RGSR saving share and 0.5% subtracted from the employer saving share
- 50 – 64 QSS - No points will be added or subtracted from the RGSR or Employer gain share
- Less than 50 QSS - 1% will be added to RGSR deficit share and 1% subtracted from the employer deficit share

**Table: 3.2a Gain Sharing Percentage Based on Quality Scores below corridor**

Quality Sum Score (QSS) points	Share RGSR Change	EMPLOYER Change
>90	Plus 2% to gain share	Minus 2% to the gain share
80-89	Plus 1% to gain share	Minus 1% to gain share
65-79	Plus 0.5% to gain share	Minus 0.5%
50-64	NO added to gain share	NO added to gain share
Less than 50	Substate 1% from gain share	Add 1% to gain share

3.5. Quality Sum Score (QSS) scores will affect the percentage when there is **Deficit Sharing** (above the risk corridor or in the risk corridor) based on the table 3.2b such that

- greater than 90 QSS – 1% point will subtracted from the RGSR gain share and 1% added to the employer gain share
- 80 to 90 QSS - 0.75% point will subtracted to the RGSR gain share and 0.75% added from the employer gain share
- 65 - 79 QSS 0.5% point will subtracted to the RGSR gain share and 0.5% added from the employer gain share
- 50 – 64 QSS – No points will not added or subtracted from the RGSR or Employer gain share

- Less than 50 QSS – 1% will be added to RGSR deficit share and 1% subtracted from the employer deficit share

**Table: 3.2b Deficit Sharing Percentage Based on Quality Scores when**

Quality Sum Score (QSS) points	RGSR Change	EMPLOYER Change
>90	Subtract 1% from deficit share	Add 1% to deficit share
80-89	Subtract 0.75% from deficit share	Add 0.75% to deficit share
65-79	Subtract 0.5% from deficit share	Add 0.5% to deficit share
50-64	0% to deficit share	0% to deficit share
Less than 50	Plus 1% to Deficit share	Minus 1% to deficit share

#### 4. Data Reporting

- 4.1. By MONTH DAY of each Performance Year the Contractor shall use best efforts to provide the EMPLOYER's designee the Quality Measure Value for all Enrolled and Definitively Attributed RGSR Members with qualifying National Quality Forum (NQF) and other diagnoses as detailed in this Exhibit. These Quality Measure Values will include quality results from January through December of the preceding Performance Year. This data will be provided in a mutually agreed upon format and will include results of the relevant biometric and lab tests, survey results, referrals, and the associated ICD-9 or ICD-10 diagnosis codes for each RGSR Member meeting the inclusion/exclusion criteria as defined in the relevant NQF metric and any other measures specified in this Exhibit.
- 4.2. For a given non-Member Experience Quality Measure to be included in the calculation of Percentage of Net Savings, the Contractor must supply a list of all Members with relevant NQF inclusion diagnoses along with complete data by MONTH DAY of Attributed RGSR Members.

#### 5. Quality Measures

The definitions, standards, and calculations for metrics in Table 5.1 shall be as defined in the same manner as the most current version of a national or statewide program (e.g., NQF Measure Database (qualityforum.org), CG- CAHPS (or equivalent), or Health Effectiveness Data and Information Set (HEDIS) standards) available on MONTH 1 of each Performance Year. Additional notes, explanations and instructions for specific measures are below.

##### 5.1. Member Experience

RGSR Member satisfaction and communication will be measured using a nationally or statewide recognized customer service tool and metrics (e.g., (CG-CAHPS) Clinician & Group Surveys or equivalent) and administered by the Contractor to RGSR Members who have used Contractor's RGSR services in the

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Performance Year. Contractor will define survey methodology, including proposed sample methods, with approval of EMPLOYER, by MONTH 1, YEAR for both cohorts.

5.2 A Performance Year survey will be considered valid if there are an adequate number of respondents per the agreed upon tool, rules, and criteria for each Cohort.

5.3 EMPLOYER and CONTRACTOR will agree on an adequate sampling of both Cohorts. The survey or tool must be sent only to those individuals who a) were Definitively Attributed for the prior Performance Year and b) are also on the Tentatively Attributed list for the first or second quarter of the current Performance Year.

5.4. The specific questions to be used to assess RGSR Cohorts experience. Contractor will be responsible for measuring and reporting all agreed upon supplemental questions selected starting in MONTH, YEAR until the end of the Contract.

## 5.2. Preventive Screening

Preventive screening rates will be determined from claims of RGSR Members in the EMPLOYER Data Warehouse database of Members. Screening rates will be calculated using the current NQF definitions and standards for each Performance Year.

## 6. Changing Quality Measures and Weights

The parties acknowledge that quality is an evolving science, and that EMPLOYER may decide to alter the Quality Measures and Weights during the Term. Therefore, EMPLOYER agrees as follows:

- (a)** Contractor and EMPLOYER will meet at least annually to update, to review the Quality Measures, Targets and Weights.
- (b)** EMPLOYER will set Measures, Targets, and Weights annually, by September 30 prior to the Performance Year.
- (c)** This Exhibit will be automatically updated to reflect revised Quality Measures, Targets and Weights.
- (d)** EMPLOYER will assess need for mid-year changes. If for some reason a Quality Measure is changed during a Performance Year by the agreed upon tool and metric, or other entity upon which the parties are relying for a Quality Measure, the parties will meet and EMPLOYER will determine whether to continue to use that Quality Measure for the remainder of the Performance Year, substitute a new Quality Measure or take some other action.
- (e)** Associated Percentage of Net Savings for each Quality Measure will be readjusted if necessary to assure that the sum of the Associated Percentage of Net Savings for all quality Targets is not reduced.

**Exhibit 6. PLAN SUPPLIER LIST**

<b>Employer Supplier</b>	<b>Services Provided</b>	<b>Covered Service (Y/N)</b>	<b>Included in Financial Reconciliation (Y/N)</b>
Name	<b>Health Plan</b>		
Name	<b>Pharmacy Plan</b>		
Name	<b>Care Mgmt.</b>		
Name	<b>Smoking Secession</b>		
Name	<b>Diabetes Prevention</b>		
Name	<b>Diabetes Care</b>		
Name	<b>Wellness</b>		
Name	<b>Data Warehouse</b>		
Name	<b>Data Intermediary</b>		
Name	<b>Audit</b>		
Name	<b>Stop Lose</b>		
Name	<b>Workers' Comp</b>		
Name	<b>Actuarial Services</b>		
Name	<b>Customer Survey (CAHPS)</b>		
Name	<b>Infertility</b>		
Name	<b>Centers of Excellence</b>		
Name	<b>EMO</b>		
Name	<b>Patient Navigation</b>		
Name	<b>Other Point Solutions</b>		
Name	<b>Readmission Reduction</b>		

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## EXHIBIT 7 DATA SHARING AGREEMENT

DATA SHARING TERMS AND  
CONDITIONS**PURPOSE**

The purpose of this Data Share Agreement (DSA) is to provide the terms and conditions that govern data sharing and security to fulfill the terms of this Contract.

**1. DEFINITIONS**

Definitions in Section 3.36 of this Contract are incorporated into Exhibit 7, except for the purposes of this Exhibit the following terms have the given meanings and supersede any conflicting definition in the Contract:

**“Agreement”** means this Data Sharing Agreement, which is Exhibit 7 to the Contract.

**“Authority”** or **“EMPLOYER”** shall mean the EMPLOYER, any section, unit, or other entity of the Authority, or any of the officers or other officials lawfully representing the Authority.

**“Authorized User(s)”** means an individual or individuals with an authorized business need to access EMPLOYER Confidential Information.

**“CFR”** means the Code of Federal Regulations. All references in this Data Share Agreement to CFR chapters or sections shall include any Successor, amended, or replacement regulation. The CFR may be accessed at <http://www.gpoaccess.gov/cfr/index.html>

**“Confidential Information”** means information that is exempt from disclosure under State law or other federal or state laws. Confidential Information includes, but is not limited to, Personally Identifiable Information (PII) and Protected Health Information (PHI).

**“Contract”** means the entire EMPLOYER Contract Number XXXXX, including any Exhibits, documents, or materials incorporated by reference.

**“Contract Consultant”** shall mean the individual Enrolled to receive legal notices, and to administer, amend, or terminate this Agreement.

**“Contractor”** means the individual or entity performing services pursuant to this Agreement and includes the Contractor’s owners, members, officers, directors, partners, employees, and/or agents, unless otherwise stated in this Agreement. For purposes of any permitted Subcontract, “Contractor” includes any Subcontractor and its owners, members, officers, directors, partners, employees, and/or agents.

**“Data”** means the information that is disclosed or exchanged as described by this Contract.

**“Data Access”** refers to rights granted to Contractor employees to directly connect to EMPLOYER’s systems, networks and /or applications via the State Governmental Network (SGN) combined with required information needed to implement these rights.

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**“Data Transmission”** refers to the methods and technologies to be used to move a copy of the data between EMPLOYER and Contractor systems, networks and/or employee workstations.

**“Data Storage”** refers to the state data is in when at rest. Data can be stored on off-line devices such as CD’s or on-line on Contractor servers or Contractor employee workstations.

**“Data Encryption”** refers to ciphers, algorithms or other mechanisms that will encode data to protect its confidentiality. Data encryption can be required during data transmission or data storage depending on the level of protection required.

**“Encrypt”** means the conversion of data into a form that cannot be read without the decryption key or password. For purposes of this Agreement, data is not encrypted unless the encryption uses a key length of at least 128 bits.

**“Hardened Password”** means a string of at least eight characters containing at least three (3) of the following character classes: (1) upper case letters, (2) lower case letters, (3) numerals and (4) special characters such as an asterisk, ampersand, or exclamation point.

**“Personal Information”** means information identifiable to any person, including, but not limited to, information that relates to a person’s name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver’s license numbers, credit card numbers, any other identifying numbers, and any financial identifiers.

**“Physically Secure”** means that access is restricted through physical means to authorized individuals only.

**“Protected Health Information”** or **“PHI”** is defined in 45 CFR § 160.103.

**“Regulation”** means any federal, state, or local regulation, rule, or ordinance.

**“Secured Area”** means an area to which only authorized representatives of the entity possessing the Confidential Information have access. Secured Areas may include buildings, rooms, or locked storage containers (such as a filing cabinet) within a room, if access to the Confidential Information is not available to unauthorized personnel.

**“Sensitive Information”** means information that is not specifically protected by law, but should be limited to official use only, and protected against unauthorized access.

**“Subcontract”** means any separate agreement or contract between the Contractor and an individual or entity (“Subcontractor”) to perform all or a portion of the duties and obligations that the Contractor is obligated to perform pursuant to this Agreement.

**“Successor”** means any entity which, through amalgamation, consolidation, or other legal succession becomes invested with rights and assumes burdens of the original Contractor.

**“Tracking”** means a record keeping system that identifies when the sender begins delivery of Confidential Information to the authorized and intended recipient, and when the sender receives confirmation of delivery from the authorized and intended recipient of Confidential Information.

**“Transmitting”** means the transferring of data electronically, such as via email.

**“Transporting”** means the physical transferring of data that has been stored.

**“Trusted Systems”** include only the following methods of physical delivery:

- i. Hand-delivery by a person authorized to have access to the Confidential Information.
- ii. United States Postal Service (USPS) first class mail, or USPS delivery services that include Tracking, such as Certified Mail, Express Mail or Registered Mail.
- iii. Commercial delivery services (e.g., FedEx, UPS, DHL) which offer tracking and receipt confirmation; and
- iv. LIST ANY DATA SYSTEM TRUSTED SOURCE HERE.

**“Unique User ID”** means a string of characters that identifies a specific user and which, in conjunction with a password, passphrase, or other mechanism, authenticates a user to an information system.

**“USC”** means the United States Code. All references in this Intergovernmental Data Share Agreement to USC chapters or sections shall include any successor, amended, or replacement statute. The USC may be accessed at <http://www.gpoaccess.gov/uscode/>.

## 2. DATA CLASSIFICATION

EMPLOYER must classify data into categories based on the sensitivity of the data.

Agency data classifications must translate to or include the following classification categories:

**Category 1 – Public Information**

Public information is information that can be or currently is released to the public. It does not need protection from unauthorized disclosure but does need integrity and availability protection controls.

**Category 2 – Sensitive Information**

Sensitive information may not be specifically protected from disclosure by law and is for official use only. Sensitive information is not released to the public unless specifically requested.

**Category 3 – Confidential Information**

Confidential Information is information that is specifically protected from disclosure by law. It may include but is not limited to:

- a. Personal information about individuals, regardless of how that information is obtained.
- b. Information concerning employee personnel records.
- c. Information regarding IT infrastructure and security of computer and telecommunications systems.
- d. Contractor is required to complete a Business Associates Agreement (BAA).

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**Category 4 – Confidential Information Requiring Special Handling**

Confidential Information requiring special handling is information that is specifically protected from disclosure by law and for which:

- a. Especially strict handling requirements are dictated, such as by statutes, regulations, or agreements.
- b. Serious consequences could arise from unauthorized disclosure, such as threats to health and safety, or legal sanctions.
- c. Contractor is required to complete a Business Associates Agreement (BAA).

### **3. DATA TRANSMISSION**

When transmitting EMPLOYER Confidential Information electronically, including via email, the Data shall be protected by:

- a. Transmitting the Data within the Contractor's internal network, or.
- b. Encrypting any Data that will be transmitted outside the SGN or Contractor's internal network with 128-bit Advanced Encryption Standard (AES) encryption or better. This includes transit over the public Internet.

### **4. CONSTRAINTS ON USE OF DATA**

This Agreement does not constitute a release of the data for the Contractor's discretionary use but may be accessed only to carry out the responsibilities for the purposes of this Contract and for treatment, payment, and health care operations purposes (such as terms are defined under HIPAA) of Contractor and the RGSR Program Providers. Any ad hoc analyses or other use of the data, not specified in this Contract, is not permitted without the prior written agreement of EMPLOYER.

If Applicable - The raw data and analysis generated will not identify personal information by name and will be used for summary reporting purposes only. All reports utilizing the data shall be subject to review prior to publication or presentation

## 5. SECURITY OF DATA

### A. Data Protection

Contractor shall take due care and take commercially best efforts to protect EMPLOYER data from unauthorized physical and electronic access.

### B. Data Security Technology Standards

To maintain system and network security, data integrity, and confidentiality, data will meet requirements comparable to **LIST HERE**

### C. IT Data Security Administration

EMPLOYER and Contractor IT Data Security Administrators will exchange documentation that outlines the data security program components supporting this Agreement.

## 6. NON-DISCLOSURE OF DATA

Before receiving the data identified above, the Contractor shall notify all staff that will have access to the data of the following requirements. This notification shall include all IT support staff as well as staff who will use the data. A copy of this notification shall be provided to EMPLOYER at the same time it is provided to relevant Contractor staff.

### A. Non-Disclosure of Data

- a) Contractor staff shall not disclose, in whole or in part, the data provided by EMPLOYER to any individual or agency, unless this Agreement specifically authorizes the disclosure. Data may be disclosed only to persons and entities that have the need to use the data to achieve the stated purposes of this Agreement and this Contract. Nothing herein shall prohibit disclosure of data that is part of an RGSR Member's medical record pursuant to an authorization by such RGSR Member.
- b) Contractor shall not access or use the data for any commercial or personal purpose.
- c) Any exceptions to these limitations must be approved in writing by EMPLOYER.

### B. Penalties for Unauthorized Disclosure of Information

In the event the Contractor fails to comply with any terms of this Agreement or this Contract, EMPLOYER shall have the right to take such action as it deems appropriate. The exercise of remedies pursuant to this paragraph shall be in addition to all sanctions provided by law, and to legal remedies available to parties injured by unauthorized disclosure.

The Contractor accepts full responsibility and liability for any violations of the Agreement.

### C. Employee Awareness of Use/Non-Disclosure Requirements

The Contractor shall ensure that all staff with access to the data described in this Agreement or this Contract are aware of the use and disclosure requirements of this Agreement and will advise new staff of the provisions of this Agreement.

Contractor will provide an annual reminder to staff of these requirements. (Optional)

## 1. DATA CONFIDENTIALITY

- A. The Contractor shall not use, publish, transfer, sell or otherwise disclose any Confidential Information gained by reason of this Agreement for any purpose that is not directly connected with Contractor's performance of the services contemplated hereunder, except:
  - i. as provided by law; or,
  - ii. in the case of Personal Information, with the prior written consent of the person or personal representative of the person who is the subject of the Personal Information.
- B. Individuals will access data only for the purpose of this Agreement or this Contract or for treatment, payment, or operations.
- C. The Contractor shall protect and maintain all Confidential Information gained by reason of this Agreement against unauthorized use, access, disclosure, modification, or loss. This duty requires the Contractor to employ reasonable security measures.
- D. When transporting six (6) or more records containing Confidential Information, outside a Secured Area, do one or more of the following as appropriate:
  - i. Use a Trusted System.
  - ii. Encrypt the Confidential Information, including:
    - a. Encrypting email and/or email attachments which contain the Confidential Information.
    - b. Encrypting Confidential Information when it is stored on portable devices or media, including but not limited to laptop computers and flash memory devices.
  - iii. Send paper documents containing Confidential Information via a Trusted System.
- E. Other than for purposes in furtherance of the Contract or in connection with Contractor's performance under the Contract, the Contractor shall not release, divulge, publish, transfer, sell, disclose, or otherwise make the Confidential Information or Sensitive Data known to any other entity or person without the express prior written consent of the Authority's Public Disclosure Office, or as required by law.

## 2. PROTECTION OF DATA HANDLING REQUIREMENTS

The Contractor agrees to store Data on one or more of the following media and protect the Data as described:

- a. **Hard disk drives.** Data stored on local workstation hard disks. Access to the Data will be restricted to Authorized User(s) by requiring logon to the local workstation using a Unique User ID and Hardened Password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards.
- b. **Network server disks.** Data stored on hard disks mounted on network servers and made available through shared folders. Access to the Data will be restricted to Authorized Users using access control lists which will grant access only after the Authorized User has authenticated to the network using a Unique User ID and Hardened Password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards. Data on disks mounted to such servers must be in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.

For EMPLOYER Confidential Information stored on these disks, deleting unneeded Data is sufficient if the disks remain in a Secured Area and otherwise meet the requirements listed in the above paragraph. Requirements relating to destruction of the Data is outlined in Section 9 of this Exhibit. Data Disposition may be deferred until the disks are retired, replaced, or otherwise taken out of the Secured Area.

- c. **Paper documents.** Any paper records must be protected by storing the records in a HIPAA-compliant manner.
- d. **Access via remote terminal/workstation over the internet.** Access to the Data will be controlled by EMPLOYER staff who will issue authentication credentials (e.g., a unique user ID and complex password) to Authorized Users. Contractor shall have established and documented termination procedures for existing Authorized Users with access to EMPLOYER Data. These procedures shall be provided to EMPLOYER staff upon request. The Contractor will notify EMPLOYER staff immediately whenever an Authorized User in possession of such credentials is terminated or otherwise leaves the employ of the Contractor, and whenever a user's duties change such that the user no longer requires access to perform work for this Contract.
- e. **Access via remote terminal/workstation over the internet.** Access to the Data will be controlled by EMPLOYER staff who will issue remote access authentication credentials (e.g., a unique user ID and complex password) to Authorized Users. Contractor will notify EMPLOYER staff immediately whenever an Authorized User in possession of such credentials is terminated or otherwise leaves the employ of the Contractor and whenever a user's duties change such that the user no longer requires access to perform work for this Contract.

**f. Data storage on portable devices or media.**

1. EMPLOYER Data stored by the Contractor on portable devices or media shall be given the following protections:
  - a. Encrypt the Data with a key length of at least 128 bits using an industry standard algorithm (e.g., AES)
  - b. Control access to devices with a unique user ID and password or stronger authentication method such as a physical token.
2. Physically protect the portable device(s) and/or media by:
  - a. Keeping them in locked storage when not in use
  - b. Using check-in/check-out procedures when they are shared, and
  - c. Maintaining an inventory
3. When being transported outside of a secure area, portable devices and media with confidential EMPLOYER Data must be under the physical control of contractor staff with authorization to access the Data.
4. Portable devices include any small computing device that can be transported. They include but are not limited to; handhelds/PDAs/phones, Ultramobile PCs, flash memory devices (e.g., USB flash drives, personal media players), and laptop/notebook/tablet computers.
5. Portable media includes any Data storage that can be detached or removed from a computer and transported. They include but are not limited to; optical media (e.g., CDs, DVDs), magnetic media (e.g., floppy disks, tape,), USB drives, or flash media (e.g., CompactFlash, SD, MMC).

**3. DATA DISPOSITION**

When the contracted work has been completed or when no longer needed, except as noted in 7.a above, Data shall be returned to EMPLOYER or destroyed. Notwithstanding the foregoing, Contractor may retain a copy of the Data if required for audit purposes and/or if the return or destruction of such Data is not feasible, in which case this Agreement's requirements shall continue to apply to such Data for so long as it is retained. Media on which Data may be stored and associated acceptable methods of destruction are as follows:

<b>DATA STORED ON:</b>	<b>WILL BE DESTROYED BY:</b>
Server or workstation hard disks, or  Removable media (e.g., floppies, USB flash drives, portable hard disks, Zip, or similar disks)	Using a "wipe" utility which will overwrite the Data at least three (3) times using either random or single character Data, or  Degaussing sufficiently to ensure that the Data cannot be reconstructed, or  Physically destroying the disk

Paper documents with sensitive or confidential Data	Recycling through a contracted firm provided the contract with the recycler assures that the confidentiality of Data will be protected.
Paper documents containing Confidential Information requiring special handling (e.g., Protected Health Information)	On-site cross-cut shredding by a method that renders the Data unreadable, pulping, or incineration
Optical discs (e.g., CDs or DVDs)	Incineration, shredding, or cutting/breaking into small pieces.
Magnetic tape	Degaussing, incinerating or crosscut shredding

#### 4. NOTIFICATION OF COMPROMISE OR POTENTIAL COMPROMISE

The Contractor shall have an established and documented policy to deal with the compromise or potential compromise of Data that complies with the HITECH Act of ARRA 209. The Contractor shall provide EMPLOYER staff a copy of such policy upon request. Contractor shall be responsible for any cost associated with a compromise or potential compromise.

Contractor will report to EMPLOYER any use or disclosure of the Protected Health Information not provided for by this Agreement or this Contract. Contractor will make these reports to the EMPLOYER contract manager within five (5) Business Days after the use or disclosure, or within five (5) Business days after Contractor discovers a use or disclosure that is likely to involve RGSR Members, whichever is later. If Contractor cannot provide conclusive information relating to the use or disclosure until a full investigation has occurred, then it will provide what information it can provide within five (5) Business days, and full details no later than fifteen (15) Business days after discovery of the use or disclosure.

#### 5. NOTICE OF BREACH

For purposes of this provision, “breach” has the meaning defined in 45 CFR § 164.402.

If Contractor or any Subcontractor of it allegedly makes or causes, or fails to prevent, a use or disclosure constituting a Breach, and notification of that use or disclosure must (in the judgment of EMPLOYER) be made under 45 CFR part 164, subpart D (§§ 164.402 et seq.) or other applicable law, then

- (a) EMPLOYER may choose to make the notifications or direct Contractor to make them, and
- (b) When there is a reasonable basis for believing that there is a risk of financial harm to RGSR Members, Contractor will offer to pay for reasonable cost of notification and twelve (12) months of credit monitoring to RGSR Members impacted by the breach.

Contractor will ensure that any agents, including a Subcontractor, to whom it provides any of the Data agrees to the same restrictions and conditions that apply to the limited data set recipient with respect to such information.

The reporting obligations of this Section do not apply to Covered Entity functions of network member providers of Contractor, including their role as treatment providers for RGSR Members.

## 6. DATA SHARED WITH SUB-CONTRACTORS

The Contractor is prohibited to enter into subcontracts for the purposes under this Agreement that are exclusively focused on the provision of Covered Services directly to RGSR Members under the Contract without obtaining prior written approval from EMPLOYER. In no event shall the existence of the subcontract operate to release or reduce the liability of the Contractor to EMPLOYER for any breach in the performance of the Contractor's responsibilities.

Additionally, the Contractor is responsible for ensuring that all terms, conditions, assurances, and certifications set forth in this Agreement are carried forward to any subcontracts. Contractor and its Subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of EMPLOYER or as provided by law.

## 7. OVERSIGHT

The Contractor agrees that EMPLOYER will have the right, upon at least ten (10) business days' notice, to review (including onsite facility review) activities and methods in implementing this Agreement to assure compliance therewith, within the limits of technical capabilities.

Notwithstanding anything in this Contract or Agreement, Contractor represents and warrants that Contractor and Sub-Contractor electronic health record system or other clinical information systems are used for treatment, payment or health operations and EMPLOYER agrees it will not subject such systems to systemic external audit.

## **EXHIBIT 8 BUSINESS ASSOCIATE AGREEMENT**

This BUSINESS ASSOCIATE AGREEMENT is made between the CONTRACTOR NAME HERE (Business Associate) and the EMPLOYER NAME HERE (EMPLOYER). This agreement does not expire or automatically terminate except as stated in Section 5 of this Exhibit.

Business Associate is or may be a “Business Associate” of EMPLOYER as defined in the HIPAA Rules. Notwithstanding the foregoing, this Agreement and its obligations and requirements does not apply Covered Entity functions of network member providers of Business Associate, including their role as treatment providers for Clients. If there is a conflict between the provisions of this Agreement and provisions of the Contract, this Agreement controls; otherwise, the provisions in this Agreement do not replace any provisions of any other contracts. If the Contract is terminated, this Agreement nonetheless continues in effect.

### **1. Definitions**

Definitions in Section 3.36 of the Contract are incorporated into Exhibit 8, except for the purposes of this Exhibit the following terms have the given meanings and supersede any conflicting definition in the Underlying Contract:

#### **1.1. Access attempts**

Information systems are the frequent target of probes, scans, “pings,” and other activities that may or may not indicate threats, whose sources may be difficult or impossible to identify, and whose motives are unknown, and which do not result in access or risk to any information system or PHI. Those activities are “access attempts.”

#### **1.2. Agreement**

“Agreement” means this Business Associate Agreement, which is Exhibit 8 to the Contract.

#### **1.3. Day**

“Day” means Business Days observed by EMPLOYER.

#### **1.4. Catch-all definitions**

The following terms used in this Agreement have the same meaning as those terms in the HIPAA Rules: Breach, Business Associate, Data Aggregation, Enrolled Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information (PHI), and Use.

#### **1.5. Clients or Individuals**

“Clients” or “individuals” shall have the same meaning as the term “Members” under the Contract.

## **1.6. Contract or Underlying Contract**

“Contract” or “Underlying Contract” means the entire EMPLOYER Contract Number XXXXX, including any Exhibits, documents, or materials incorporated by reference.

## **1.7. Effective Date**

“Effective Date” means the date of the signature with the latest date affixed to the Underlying Contract.

## **1.8. HIPAA Rules; Security, Breach Notification, and Privacy Rules**

“HIPAA Rules” means the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164, as now in effect and as modified from time to time. In part 164 of title 45 CFR, the “Security Rule” is subpart C (beginning with §164.302), the “Breach Notification Rule” is subpart D (beginning with § 164.400), and the “Privacy Rule” is subpart E (beginning with § 164.500). PHI for purposes of this Agreement does not refer to Protected Health Information received or created by network member providers of Business Associate, in their capacity as Covered Entities.

## **1.9. Protected Health Information or PHI**

“Protected Health Information” has the same meaning as in the HIPAA Rules except that in this Agreement the term includes only information created by Business Associate or any of its contractors, or received from or on behalf of EMPLOYER, and relating to Clients. “PHI” means Protected Health Information.

## **2. Obligations and Activities of Business Associate**

### **2.1. Limits**

Business Associate will not use or disclose PHI other than as permitted or required by the Contract or this Agreement or as permitted or required by law. Except as otherwise limited in this Agreement, Business Associate may use or disclose PHI on behalf of, or as necessary for purposes of the Underlying Contract, if such use or disclosure of PHI would not violate the Privacy Rule if done by a Covered Entity (including, to the extent applicable, the Privacy Rule’s minimum necessary standard).

### **2.2. Safeguards**

Business Associate will use appropriate safeguards and will comply with the Security Rule with respect to electronic PHI, to prevent use or disclosure of PHI other than as provided for by the Contract or this Agreement.

### **2.3. Reporting Security Incidents**

Business Associate will report security incidents that materially interfere with an information system used in connection with PHI. Business Associate will report those security incidents to EMPLOYER within five days of their discovery by Business Associate. If such an incident is also a Breach or may be a Breach, subsection 2.4 of this Exhibit applies instead of this provision.

Access Attempts shall be recorded in Business Associate's system logs. Access Attempts are not categorically considered unauthorized use or disclosure, but Access Attempts do fall under the definition of Security Incident and Business Associate is required to report them to EMPLOYER.

Since Business Associate's reporting and EMPLOYER's review of all records of Access Attempts would be materially burdensome to both parties without necessarily reducing risks to information systems or PHI, the parties agree that Business Associate will review logs and other records of Access Attempts, will investigate events where it is not clear whether an apparent Access Attempt was successful, and determine whether an Access Attempt:

- a. Was in fact a "successful" unauthorized Access to, or unauthorized Use, Disclosure, modification, or destruction of PHI subject to this Agreement, or
- b. Resulted in material interference with Business Associate's information system used with respect to PHI subject to this Agreement, or
- c. Caused an unauthorized use or disclosure.

2.3.2. Subject to Business Associate's performance as described in 2.3.2., this provision shall serve as Business Associate's notice to EMPLOYER that Access Attempts will occur and are anticipated to continue occurring with respect to Business Associate's information systems. EMPLOYER acknowledges this notification, and Business Associate is not required to provide further notification of Access Attempts unless they are successful as described in Section 2.3.2. above in this Exhibit, in which case Business Associate will report them in accordance with Section 2.3.1 or Section 2.4 of this Exhibit.

## 2.4. Breach notification

- 2.4.1. "Breach" is defined in the Breach Notification Rule. The time when a Breach is considered to have been discovered is explained in that Rule. EMPLOYER, or its designee, is responsible for determining whether an unauthorized use or disclosure constitutes a Breach under the Breach Notification Rule, and for any notification under the Breach Notification Rule.
- 2.4.2. Business Associate will notify EMPLOYER of any unauthorized use or disclosure and any other Breach within five days of discovery. If Business Associate does not have full details at that time, it will report what information it has and provide full details within fifteen (15) business days after discovery. The initial report may be oral. Business Associate will give a written report to EMPLOYER, however, as soon as possible. To the extent possible, these reports must include the following:
  - a. The identification of each individual whose PHI has been or may have been accessed, acquired, or disclosed.
  - b. The nature of the unauthorized use or disclosure, including a brief description of what happened, the date of the event(s), and the date of discovery.
  - c. A description of the types of PHI involved.

- d. The investigative and remedial actions the Business Associate or its Subcontractor took or will take to prevent and mitigate harmful effects and protect against recurrence.
- e. Any details necessary for a determination of the potential harm to Individuals whose PHI is believed to have been Used or Disclosed and the steps such Individuals should take to protect themselves; and
- f. Such other information as EMPLOYER may request.

2.4.3. If Business Associate determines that it has or may have an independent notification obligation under any state breach notification laws, Business Associate will promptly notify EMPLOYER. In any event, Business Associate will notify EMPLOYER of its intent to give any notification under a state breach notification law no fewer than ten (10) Business Days before giving such notification.

2.4.4. If Business Associate or any Subcontractor or agent of Business Associate makes or causes, or fails to prevent, a use or disclosure constituting a Breach within the meaning of the Breach Notification Rule, and if notification of that use or disclosure must (in the judgment of EMPLOYER's Breach Notification Rule or other law or rule, then:

- a. EMPLOYER may choose to make any notifications to the individuals, to the EMPLOYER, and to the media, or direct Business Associate to make them or any of them.
- b. In any case, Business Associate will pay the reasonable costs of notification to individuals, media, and governmental agencies and of other actions EMPLOYER considers appropriate to protect clients (such as paying for regular credit watches in some cases), and
- c. When there is a reasonable basis for believing that there is a risk of financial harm to RGSR Members, Business Associate will offer to pay for twelve (12) months of credit monitoring to RGSR Members impacted by the Breach or Breach described above.

2.4.5. Business Associate's obligations regarding breach notification survive the termination of this Agreement and continue for as long as Business Associate maintains the PHI and for any breach or breach at any time.

## 2.5. Subcontractors

Business Associate will ensure that any Subcontractors or agents that create, receive, maintain, or transmit PHI on behalf of the Business Associate agree to protective restrictions, conditions, and requirements at least as strict as those that apply to the Business Associate with respect to that information. Upon request by EMPLOYER, Business Associate will identify to EMPLOYER all its Subcontractors receiving PHI and provide copies of its agreements (including business associate agreements or contracts) with them. The fact that Business Associate subcontracted or otherwise delegated any responsibility to a Subcontractor or anyone else does not relieve Business Associate of its responsibilities.

## **2.6. Access**

Business Associate will make available PHI in an Enrolled record set to the EMPLOYER as necessary to satisfy EMPLOYER's obligations under 45 CFR § 164.524. Business Associate will give the information to EMPLOYER within ten (10) business days of the request from the individual or EMPLOYER, whichever is earlier. If EMPLOYER requests, Business Associate will make that information available directly to the individual. If Business Associate receives a request for access directly from the individual, Business Associate will inform EMPLOYER of the request within three days, and if requested by EMPLOYER it will provide the access in accordance with the HIPAA Rules.

## **2.7. Amending PHI**

Business Associate will make any amendments to PHI in an Enrolled record set as directed or agreed to by the EMPLOYER pursuant to 45 CFR § 164.526, or take other measures requested by EMPLOYER to satisfy EMPLOYER's obligations under that provision. If Business Associate receives a request for amendment directly from an individual, Business Associate will both acknowledge it and inform EMPLOYER within three days, and if EMPLOYER so requests act within ten days and inform EMPLOYER of its actions.

## **2.8. Accounting**

Business Associate will maintain and make available to EMPLOYER the information required to provide an accounting of disclosures as necessary to satisfy EMPLOYER's obligations under 45 CFR § 164.528. If Business Associate receives an individual's request for an accounting, it will either provide the accounting as required by the Privacy Rule or, at its option, pass the request on to EMPLOYER within ten (10) days after receiving it.

## **2.9. Obligations**

To the extent the Business Associate is to carry out one or more of EMPLOYER's obligations under the Privacy Rule, it will comply with the requirements of that rule that apply to EMPLOYER in the performance of such obligations.

## **2.10. Books, etc.**

Business Associate will make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.

## **2.11. Mitigation**

Business Associate will mitigate, to the extent practicable, any harmful effect of a use or disclosure of PHI by Business Associate or any of its agents or Subcontractors in violation of the requirements of any of the HIPAA Rules, this Agreement, or the Contract.

# **3. Permitted Uses and Disclosures by Business Associate**

## **3.1. Limited use and disclosure**

Except as provided in this Section 3 of this Exhibit, Business Associate may use or disclose PHI only as necessary to perform the services set forth in the Contract or as otherwise permitted by law.

### **3.2. General limitation**

Business Associate will not use or disclose PHI in a manner that would violate the Privacy Rule if done by EMPLOYER.

### **3.3. Required by law**

Business Associate may use or disclose PHI as Required by Law.

### **3.4. De-identifying**

Business Associate may de-identify PHI in accordance with 45 CFR § 164.514(a)-(c).

### **3.5. Minimum necessary**

In using, requesting, or disclosing PHI, Business Associate will comply with the Minimum Necessary standard under HIPAA (to the extent applicable).

### **3.6. Use and Disclosure for management and administration of Business Associate**

- 3.6.1. Subject to subsection 3.6.2 of this Exhibit, Business Associate may use and disclose PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of the Business Associate.
- 3.6.2. The disclosures mentioned in subsection 3.6.1 above are permitted only if either:
  - a. The disclosures are required by law, or
  - b. Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and that the person will notify Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

### **3.7. Aggregation**

Business Associate may use PHI to provide data aggregation services relating to the health care operations of the EMPLOYER, if those services are part of the Contract.

## 4. Activities of EMPLOYER

### 4.1. Notice of privacy practices

EMPLOYER will provide a copy of its current notice of privacy practices under the Privacy Rule to Business Associate on request. EMPLOYER will also provide any revised versions of that notice by posting them on its website and will send it on request.

### 4.2. Changes in permissions

EMPLOYER will notify Business Associate of any changes in, or revocation of, the permission by an individual to use or disclose his or her PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.

### 4.3. Restrictions

EMPLOYER will notify Business Associate of any restriction on the use or disclosure of PHI that EMPLOYER has agreed to or is required to abide by under 45 CFR § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI. Business Associate will comply with any such restriction.

## 5. Term and Termination

### 5.1. Term

5.1.1. This Agreement is effective as of the earliest of:

- a. The first date on which Business Associate receives or creates PHI subject to this Agreement, or
- b. The Effective Date of the Contract, or if there is more than one Contract then the Effective Date of the first one to be signed by both parties.

5.1.2. This Agreement continues in effect until the earlier of:

- a. Termination of the provision of Services under the Contract or, if there is more than one Contract, under the last of the Contracts under which services are terminated,
- b. The termination of this Agreement as provided below, or
- c. The written agreement of the parties.

## 5.2. Termination for Cause

EMPLOYER may terminate this Agreement and the Contract (or either of them), if EMPLOYER determines Business Associate has violated a material term of the Agreement and such violation is not cured within a reasonable time, which shall not be less than thirty (30) days, following a Business Associate's receipt of written notice of such violation from EMPLOYER. The termination will be effective as of the date stated in the notice of termination.

## 5.3. Obligations of Business Associate Upon Termination

The obligations of the Business Associate under this subsection 5.3 of this Exhibit survive the termination of the Agreement. Upon termination of this Agreement for any reason, Business Associate will:

- 5.3.1. Retain only that PHI that is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities; provided that Business Associate also may retain any PHI if Business Associate determines that returning or destroying such PHI is infeasible;
- 5.3.2. Return to EMPLOYER or, if agreed to by EMPLOYER, destroy the PHI that the Business Associate and any Subcontractor of Business Associate still has in any form (for purposes of this subsection 5.3, to destroy PHI is to render it unusable, unreadable, or indecipherable to the extent necessary to establish it is not Unsecured PHI, and Business Associate will provide EMPLOYER with appropriate evidence of destruction within ten days of the destruction);
- 5.3.3. Continue to use appropriate safeguards and comply with the Security Rule with respect to electronic PHI to prevent use or disclosure of the PHI, other than as provided for in this Agreement, for as long as Business Associate retains any of the PHI (for purposes of this subsection 5.3 of this Exhibit, If the PHI is destroyed it shall be rendered unusable, unreadable or indecipherable to the extent necessary to establish it is not Unsecured PHI. Business Associate will provide EMPLOYER with appropriate evidence of destruction);
- 5.3.4. Not use or disclose any PHI retained by Business Associate other than for the purposes for which the PHI was retained and subject to the same conditions that applied before termination;
- 5.3.5. Return to EMPLOYER, or, if agreed to by EMPLOYER, destroy, the PHI retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities; and
- 5.3.6. Business Associate's obligations relating to providing information to the Secretary and other government survive the termination of this Agreement for any reason.

## 5.4. Successor

Nothing in this Agreement limits the obligations of Business Associate under the Contract regarding giving data to EMPLOYER or to a Successor Business Associate after termination of the Contract.

## **6. Miscellaneous**

### **6.1. Amendment**

The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law.

### **6.2. Interpretation**

Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Rules.

### **6.3. EMPLOYER Contact for Reporting and Notification Requirements**

Business Associate will address all reporting and notification communications required in this Agreement to:

NAME  
ADDRESS  
EMAIL

**EXHIBIT 9            EMPLOYER RFA NO. XXX**

RFA NO. XXX (including all amendments) is an integral part of this contract and is incorporated herein by this reference.

**EXHIBIT 10      Provider Network File**

the material and may use that printout only for their personal, non-commercial reference. This material may not otherwise be downloaded, copied, printed, stored, transmitted, or reproduced in any medium, whether now known or later invented, except as authorized in writing by the VBPS. Contact [Jeff@vbpstrategies.com](mailto:Jeff@vbpstrategies.com) for copyright questions and/or permission requests.

## Exhibit 11      Ad Hoc Reports, Compliances, Certification Checklist

*Annually* - The Contractor shall list, *check off*, sign and submit a Certification of Data Accuracy for all Contract Management (also including Coordination of Benefits, Hospital Utilization, Fraud and Abuse, Encounter Data and Drug Rebate claims data), Behavioral Health, Financial, Operations and Quality reports/submissions, certifying that the information, data and documentation being submitted by the Contractor is true, accurate, and complete to the best of the Contractor's knowledge, information and belief, after reasonable inquiry. For each report in the sections below, if an attestation is required with the submission, that information will be included within the reporting template.

### A. Prelaunch Reports

RGSR Contract Exhibit Number	PRELAUNCH PLANNING	Deliverable Frequency	Receiving Entity
	PRELAUNCH Reporting		
Section 1.2 and Exhibit 1.1	PREL-01 Deliver initial provider roster specification template to RGSR		
	PREL-02 Deliver master implementation plan including program gaps and action plan		
	PREL-02 Master implementation program gaps and action plan		
	PREL-02 Initiate meetings with Contractor to discuss the vendors identified for integration, data and reporting requirements,		
	PREL-01 Deliver first Updated provider roster with specifics		
	PREL-01 Deliver executed Data Sharing Agreement		
	PREL-01 Deliver Secure File Transfer setup		
	PREL-01 Deliver second Updated provider roster with specifics		
	PREL-01 Deliver signed contracts		
	PREL-01 Submit Primary Care Medical Home plan, clinics and any credentialing equivalency		
	PREL-03 Deliver an RGSR Communications Plan including benefit fair attendance and open enrollment plans, welcome package, Web Portal and Customer Service staffing		
	PREL-01 Deliver Final Updated provider roster with specifics		
	PREL-01 Deliver Proof of signed agreements		

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RGSR Contract Exhibit Number	PRELAUNCH PLANNING	Deliverable Frequency	Receiving Entity
	PREL-01 Plans for participation in local, state of national quality improvement programs PREL-04 Deliver claims extract and supplemental reporting specifications template to RGSR PREL-05 Finalize Member incentives for October YEAR open enrollment (through plan design and contributions) PREL-06 EMPLOYER will provide Contractor with the Ancillary Provider List for Plan Year 20XX. PREL-07 Provide historical data feed to RGSR's Data Intermediary reflecting claims incurred in Plan Year's 20XX, 20XX, and 20XX, for members likely to be enrolled and attributed to the RGSR. (Within forty-five (45) calendar days of receipt of validated provider roster specifications from Contractor). REL-09 Begin delivery of monthly attribution reports to Contractor. PREL-10 Establish monthly supplemental reports by Plan Suppliers PREL-11 Establish PCMH target percentages for YEAR.		
Section 2.4D	PREL-12 Telemedicine benefits including types, internal vs. subcontracted and interoperable EMR capabilities with RGSR EMR		
Section 2.4D	PREL-12 Telemedicine plan for fully interoperable EMR capabilities with RGSR EMR		
Prelaunch QIP Exhibit 1.1	PREL-13 Submit a QIP and care coordination for all high risk/cost ( <b>below and above the exclusions and fiscal caps</b> )		
	PREL-14 Submit a Phase 1 Contact Center plan for provider and member education and referrals		
	PREL-15 Submit a CG- CAHPS or alternative methodology with test file		
	PREL-16 Phase II Submit proof of member access including portal and full EMR access		
	PREL-17 Phase II If Portal and full EMR access are deficit see subsection 3(b) and a plan to demonstrate progress		
	PREL-16 Phase II for customer services - Submit all phase 1 and demonstrate integration of RGSR/clinics, hours of operation, appt. scheduling, 24/7 nurse line and plan supplier in Exhibit 6		

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RGSR Contract Exhibit Number	PRELAUNCH PLANNING	Deliverable Frequency	Receiving Entity
Final Prelaunch planning	PREL-17 Final Operation report		
	PREL-18 Quality and Cost Driver plan <b>including excluded and cap high-cost claimants</b>		
	PREL- 19 <b>Report some analysis of high value and efficient PCP and specialists</b> ” with lower conversion factors or total cost of care and higher quality for referrals of all cohorts		
<b>Customer Service Survey and Planning</b>			
	PREL-19 Initial list of all RGSR Program Providers by including employed and contracted providers, each cohort, service action plan, data sharing agreements, Network Adequacy reporting, SFT agreements		
	PREL-20 - Updated lists of all RGSR Program Providers during prelaunch including all of PREL-20 and specification and attribution		
	PREL-22 Vendor service survey requirements for PCMH or alternative and accreditations		
	PREL-22 CG- CHAPS methodology and sampling plans or alternative		
	PREL-22 CG- CHAPS or alternative test file		
	PREL-22 Phase II customized web/portal with all Phase I and welcome kit, alternative support, and agreed to links		
	PREL-22 Phase II EMR including all functionality in Exhibit 1.1.		
	PREL-22 Phase II Enrolled Contact Center including all functionality in Phase I and all requirement in Exhibit 1.1.(clinic integration, expended hours, support, triage and 24/7 nurse triage		
<b>Communication planning</b>			
	<b>PREL-23 Copy of Press Releases (pertaining to RGSR line of business)</b> Copy of Press Releases (pertaining to RGSR line of business)		
	<b>PREL-24 Copy of Marketing and Branding (pertaining to RGSR line of business)</b> Copy pertaining to RGSR line of business		

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RGSR Contract Exhibit Number	PRELAUNCH PLANNING	Deliverable Frequency	Receiving Entity
	<b>PREL-23</b> Open enrollment and benefit fair planning , Web portal functionality, provider rosters, Partner agreements, Letter of intent for subcontractors and		
	<b>PREL-23</b> plans to join local, state and national quality improvement programs		
	<b>PREL-24</b> Monitor the network integrity for adult and pediatric care including:  Real time access to admissions and discharge, Timely notification of out-of-network admissions and discharges, developing a repartition plan and reporting system to track OON expenses		
	<b>PREL -25</b> Data Intermediary will build a notification process for any claims that exceed the financial caps including timely notification of a 50% percentage		
Exhibit 2.1	<b>PREL-30</b> Deliver provider roster specification template to RGSR.		
	<b>PREL-31</b> Initiate meetings with Contractor to discuss the vendors identified for integration, data and reporting requirements, EMPLOYER expectations of RGSR care management model, and EMPLOYER expectations for Member experience.		
	<b>PREL-32</b> Develop and share with Contractor a Communications Plan.		
	<b>PREL-33</b> Deliver claims extract and supplemental reporting specifications template to RGSR.		
	<b>PREL-34</b> Finalize Member incentives for open enrollment (through plan design and contributions).		
	<b>PREL-35</b> EMPLOYER will provide Contractor with the Ancillary Provider List for Plan Year 20XX.		
	<b>PREL-36</b> Tentative Historical data feed to RGSR's Data Intermediary reflecting claims incurred in Plan Year's 20XX, 20XX, and 20XX, for members likely to be enrolled and attributed to the RGSR within forty-five (45) calendar days of receipt of validated provider roster specifications from Contractor.		

RGSR Contract Exhibit Number	PRELAUNCH PLANNING	Deliverable Frequency	Receiving Entity
Exhibit 2.2	PREL-37 Work with the Data Intermediary to define HCC based on contract caps including monthly report of HHC and tracking HCC cost when 50% of member's cap is noted		
	PREL-38 Direct the Plan Suppliers to begin to deliver to Contractor's Data Intermediary monthly claims files for medical and pharmacy, assuming the appropriate Data Sharing Agreements have been executed		
	PREL-39 Begin delivery of monthly attribution reports to Contractor		
	PREL-40 Establish monthly supplemental reports by Plan Suppliers.		
	PREL-41 Establish PCMH target percentages for YEAR		
Exhibit 2.3	PREL-42 Employer to perform and provide the financial Reconciliation as specified in section 2.7 and Exhibit 3.3		
	PREL-43 Employer provider a summary of quality metrics as described in Exhibit 5		
	PREL-44 Employer provider the first Financial Reconciliation including a test		
Exhibit 2.3	PREL-43 Initiate meetings with Contractor to discuss the vendors identified for integration, data and reporting requirements, EMPLOYER expectations of RGSR care management model, and EMPLOYER expectations for Member experience.		
	PREL-44 Develop and share with Contractor a Communications Plan.		
	PREL-45 Deliver claims extract and supplemental reporting specifications template to RGSR.		
	PREL-46 Finalize Member incentives for open enrollment (through plan design and contributions).		
	PREL-47 EMPLOYER will provide Contractor with the Ancillary Provider List for Plan Year 20XX.		
	PREL-48 Tentative Historical data feed to RGSR's Data Intermediary reflecting claims incurred in Plan Year's 20XX, 20XX, and 20XX, for members likely to be enrolled and attributed to the RGSR within forty-five (45) calendar days of receipt of validated provider roster specifications from Contractor.		

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RGSR Contract Exhibit Number	PRELAUNCH PLANNING	Deliverable Frequency	Receiving Entity
	<b>PREL-50</b> Direct the Plan Suppliers to begin to deliver to Contractor's Data Intermediary monthly claims files for medical and pharmacy, assuming the appropriate Data Sharing Agreements have been executed.		
	<b>PREL-51</b> Daily and Weekly authorization reports including preauthorization and admission		
	<b>PREL-52</b> Monthly enrollment of RGSR members		
	<b>PREL-53</b> Begin delivery of monthly attribution reports to Contractor.		
	<b>PREL-54</b> Work with the Data Intermediary to define HCC based on contract caps including monthly report of HHC and tracking HCC cost when 50% of member's cap is noted		
	<b>PREL-55</b> Establish monthly Key Utilization report by Plan Suppliers including per 1000 use, paid amounts for key cost drivers		
	<b>PREL-56</b> Establish monthly high-cost pharmacy utilization including amounts exceeding \$XXX,XXX for inpatient and outpatient service		
	<b>PREL-57</b> Establish Wellness targets for vaccinations and cancer screening		

RGSR Contract Exhibit Number	AD HOC Reporting	Deliverable Frequency	Target System
	<b>UM- Utilization Reports</b>		
Exhibit 2.2(k)	<b>ADH-1-A Drug Utilization Review Report:</b> Drug Utilization Summary Review (e.g., number and percentage of DUR overrides) with any specific pharmacies concern to be shared with RGSR		
	<b>ADH-2 Clinical Criteria for Prior Authorization and Utilization Management:</b> Clinical concerns regarding Prior Authorization and Utilization Management processes to be shared with RGSR		
	<b>ADH-3 RGSR Preferred Drug List Compliance Report:</b> Uniform Preferred Drug List Compliance Report (e.g., utilization of preferred and non-preferred drugs) to be shared with the RGSR		
	<b>ADH-4 Hepatitis C Utilization Report:</b> Hepatitis C Utilization Report to be shared with the RGSR		
	<b>ADH-5 Pediatric BH Medication Initiative Report:</b> Pediatric BH Medication Initiative Report		
	<b>ADH-6 High-Cost Drug Monitoring Report:</b> Monitoring high-cost drugs that exceed \$XX,XXX		
	<b>ADH-9 CAR-T Monitoring Program:</b> CAR-T Monitoring Program-Quarterly		
	<b>ADH-10 Controlled Substance Management Program Enrollees Leaving Health Plan:</b> Controlled Substance Management Program Enrollees (i.e., greater than 120 MEQ use or other scheduled drugs) Leaving Health Plan		
	<b>ADH-13 High-Cost Pharmacy Infusion and Inpatient drugs:</b> Annual report including High-Cost Pharmacy utilization to be shared with the RGSR		
	<b>ADH-14 Behavioral Health Readmission Rates:</b> Behavioral Health 30-day Readmission Rates and percentage of enrollees with follow-up appts with 7 days of discharge		
	<b>ADH-15 Members Boarding in Emergency Departments or greater than 5 ER visits per rolling calendar year.:</b> Members Boarding in Emergency Departments or on Administratively Necessary Days (AND) Status		
	<b>ADH-16 External Research Project Notification:</b> External Research Project Notification		

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RGSR Contract Exhibit Number	AD HOC Reporting	Deliverable Frequency	Target System
	<b>ADH-17 Serious Reportable Events (SREs) and Provider Preventable Conditions (PPCs):</b> RGSR members with Serious Reportable Events (SREs) and Provider Preventable Conditions (PPCs) ( <i>including Health care Acquired Conditions (HCACs), Other Provider Preventable Conditions (OPPCs) and Never Events</i> )		

## ii. EMPLOYER Reports – Data Confidentiality Restrictions

RGSR Contract Exhibit Number	Data Reporting	Deliverable Frequency	Receiving Entity
	DATA Requirements		
Exhibit 2.4	<b>DR-01 The Plan Supplier</b> (e.g., the TPA of: EMPLOYER PLAN) has a contract for delivery of Covered Services with the recipient RGSR or RGSR Partner Provider (.e.g., a Preferred Provider Agreement);		
Exhibit 2.4	<b>DR-02 Data Intermediary:</b> The data provided derives from the provision of Covered Services pursuant to such contract. Data provided will be specific to the RGSR Provider and specific to that provider's services to RGSR Members		
Exhibit 2.4	<b>DR -03 Data Intermediary</b> - May provide Allowed Amounts pertaining to an RGSR Partner Provider: May provide Allowed Amounts pertaining to an RGSR Partner Provider or RGSR Affiliate Provider to RGSR in an unblinded fashion where		
Exhibit 2.4	<b>DR -04 Data Intermediary</b> The data provided to RGSR is data related to the specific contract between the Plan Supplier and the RGSR Partner Provider or RGSR Affiliate Provider		
Exhibit 2.4	<b>DR -05 The RGSR</b> Partner Provider or RGSR Affiliate Provider is under common ownership or control with RGSR		
Exhibit 2.4	<b>DR -06 The RGSR</b> has informed the Plan Supplier in writing that the RGSR Partner Provider or RGSR Affiliate Provider in question is under common ownership or control with RGSR and mutually agreed upon by the Plan Supplier		
Exhibit 2.4	<b>DR -07 Data Intermediary</b> will provide blinded data pertaining to Contractor, Partner Providers, or Affiliate Providers to fulfill the purposes of this Contract, provided Specific Pricing Information is not identifiable or derivable		
Exhibit 2.4	<b>DR -08 Data Intermediary</b> The recipient must have a need to know arising in connection with performance of its obligations as a Partner Provider		

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RGSR Contract Exhibit Number	Data Reporting	Deliverable Frequency	Receiving Entity
Exhibit 2.4	<p><b>DR -09 Data Intermediary</b> Data provided pertaining to provider reimbursements, discounts and provider identifiers will not have been reverse engineered for the purpose of ascertaining specific payor discounts applicable to the Partner Providers.</p>		

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RGSR Contract Exhibit Number	Network Performance	Deliverable Frequency	Receiving Entity
	<b>NETWORK REQUIREMENTS</b>		
Section 2	<b>NP-01</b> Network Performance: Detailing providers* additions and deletions, locations and performance		
	<b>NP-02</b> Final list of all RGSR Program Providers on upon RGSR launch MONTH DAY, YEAR and MONTH DAY, YEAR,		
	<b>NP-03</b> Update list of all RGSR Program Providers on upon RGSR launch semiannual		
Section 2L	<b>NP-04</b> AD Hoc report of significant additions and deletions to the provider network including rationale		
Section 2 J	<b>NP-05</b> Annual Provider Roster		
	<b>NP-06 A Summary of Access and Availability: Concerns Related to Medically Necessary services:</b> Summary of Access and Availability: Description of Ensuring Enrollees with access difficulties related to Medically Necessary services		
	<b>NP-07 BH and SA Summary of Access and Availability: Ensuring Enrollees access to Medically Necessary services:</b> Description of Enrollees having access difficulties to Medically Necessary services within BH and SA		
	<b>NP-08 Ratio Reports: PCP to Enrollee and Specialist:</b> Showing open and closed adult PCP, OB, pediatric, Specialists per number of Enrollees ratios		
	<b>NP-09 Distance and time reports: PCPs and Specialists providers:</b> Distance and time reports: PCP and Specialists providers		
	<b>NP-10 Distance and time reports: Acute Hospitals and Urgent Care Centers:</b> Distance and time reports: Acute and Rehabilitation Hospitals and Urgent Care Centers		
	<b>NP-11 Distance and time reports: Pharmacies:</b> Distance and time reports: Pharmacies		
	<b>NP-12 Timeliness of Care:</b> Summary of Access and Availability: Timeliness of Care (Describe system in place to monitor and document access and appointment scheduling standards)		
	<b>NP-13 Use of Out-of- Network Providers</b> Summary of Access and Availability: Use of Out-of-Network Providers		

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RGSR Contract Exhibit Number	Network Performance	Deliverable Frequency	Receiving Entity
	<b>NP-14 RGSR Network Annual Report:</b> Trends in IN network and Out of Network services OON,		
*Providers include Employed and Contracted providers, Affiliated and Ancillary programs/systems – see definitions are found in Section 2 of the contract			

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RGSR Contract Exhibit Number	Care Management Reporting	Deliverable Frequency	Target System
Exhibit 1.2 and 5	<b>CM-01 Advanced Primary Care/Patient Centered Medical Home (PCMH):</b> Progress toward PCMH or equivalency under an accredited		
	<b>CM-02 Advanced PCMH Annual Audit:</b> A passing grade to all by MONTH YEAR will increase the Gross Gain Share by 1% with 100% of clinics maintaining accreditation.		
	<b>CM-03 Quality improvement plans</b> should not exceed twenty (20) pages, outlined in Exhibit 1.2 (2)		
	<b>CM-4 Care Coordination for High-Risk/Cost RGSR</b> <b>Members:</b> The Contractor will utilize a mutually agreed upon protocol to identify RGSR Members with multiple chronic conditions and/or advanced illness who are at high risk/cost for poor outcomes outlined in Exhibit 1.2 (a)		
	<b>CM-5 Obstetrics/Maternity Care Improvement Plan</b> if NTSV C-section rates Bundle or Centers of Excellence or Quality Transformation		
Exhibit 1.2	<b>CM-6 Infertility Treatment Improvement Plan</b> Bundle or Centers of Excellence or Quality Transformation		
	<b>CM-7 Potentially Avoidable Hospital Readmission</b> Strategies and Improvement Plan for High Risk/Cost members		
	<b>CM-08 Total Knee and Hip Replacement</b> (TKR and THR) Bundle or Centers of Excellence or Quality Transformation		
	<b>CM-09 Spine Surgery</b> Bundle or Centers of Excellence Bundle or Centers of Excellence or Quality Transformation		
	<b>CM-09 Cancer</b> Bundle or Centers of Excellence Bundle or Centers of Excellence or Quality Transformation		
	<b>CM-10 Cardiology</b> Improvement, Plan Bundle or Centers of Excellence or Quality Transformation		
	<b>CM-11 Addiction and Dependence</b> Treatment Improvement Plan and ) Bundle or Centers of Excellence or Quality Transformation		
	<b>CM-12 End of Life Care</b> Improvement Plan should the EMPLOYER ask for said program		
	<b>CM-13 RGSR and PBM coordination</b> Contractor may actively participate in quarterly and annual reports from vendors.		
	<b>CM-17-A Enrollee Inquiries Summary:</b> Inquiries, Grievances, Internal Appeals and Board of Hearing Summary: Enrollee Inquiries	Annual	Secure Email

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RGSR Contract Exhibit Number	Care Management Reporting	Deliverable Frequency	Target System
	<b>CM-17-B Enrollee Grievances Summary:</b> Inquiries, Grievances, Internal Appeals and Board of Hearing Summary: Enrollee Grievances		Secure Email
	<b>CM-17-C Enrollee Internal Appeals Summary:</b> Inquiries, Grievances, Internal Appeals and Board of Hearing Summary: Enrollee Internal Appeals		Secure Email
	<b>CM-17-E - Appeals Report (per 1,000 Enrollees):</b> Appeals Report (per 1,000 Enrollees)		Secure Email
	<b>CM-17 - Grievances Report (per 1,000 Enrollees):</b> Grievances Report (per 1,000 Enrollees)		Secure Email
	<b>CM-20 Notification of For-Cause Provider Suspensions and Terminations:</b> Notification of Provider Suspensions and Terminations (within 3 Business Days)		Secure email
	<b>CM-21 Summary Report of For-Cause Provider Suspensions and Terminations:</b> Summary Report of Provider Suspensions and Terminations		
	<b>CM-22 RGSR Organization and Key Personnel Changes:</b> Organization and Key Personnel Changes.		Secure email
	<b>CM-23 Notification of Termination of Material Subcontractor:</b> Notification of Intention to Terminate a Material Subcontractor (Notification: Same Day)		Secure email
	<b>CM-24 Notification of New Material Subcontractor:</b> Notification of Intention to Use a New Material Subcontractor (Submit the checklist 60 days prior to requested implementation date)		Secure email
	<b>CM-25 Material Subcontractor List Annual Summary:</b> Material Subcontractor List Annual Summary		Secure email
	<b>CM-26 Notification of Reportable Findings /Network Hack:</b> Notification of Reportable Findings /Network FRD (Notification: Same Day)		
	<b>CM-27 Summary of Reportable Findings/Network Fraud :</b> Summary of Reportable Findings/Network Fraud		
	<b>CM-28 Notification of Provider Overpayments:</b> Notification of Provider Overpayments		
	<b>CM-29 PCP/Enrollee assignment Monthly report:</b> PCP/Enrollee assignment report		
	<b>CM-30 A Holiday Closures and Other Contractor Office Closures Annual:</b> Holiday Closures and Other Contractor		

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RGSR Contract Exhibit Number	Care Management Reporting	Deliverable Frequency	Target System
	Office Closures. (The Contractor shall also include Behavioral Health subcontractor information, if applicable).		
	<b>CM-31 Emergency Closures and Other Contractor Office Closures Ad Hoc:</b> Emergency Closures and Other Contractor Office Closures. (The Contractor shall also include Behavioral Health subcontractor information, if applicable).		
	<b>CM-32 Enrollee ED Use:</b> Enrollee ED use/1000 and number of enrollees with >5ED visits in rolling calendar year and costs		
	<b>CM-33 Enrollee Rehospitalization:</b> Enrollee hospitalization /1000, rates of enrollees with 30-day readmissions, and rates to enrollees with >3 hospitalizations rolling calendar year		
	<b>CM-34 Enrollee and Provider Incentives Notification:</b> Enrollee and Provider Incentives Notification and costs		

RGSR Contract Exhibit Number	Member Services and Member Experience	Deliverable Frequency	Target System
Exhibit 1.3	<b>MA-01</b> Timely Access Contractor shall make reasonable efforts to provide RGSR Members with timely and convenient access to RGSR Program Providers in accordance with the specifications set forth in Section 1.3 Table Ia. And Contract Section 3.36's		
	<b>MA-02</b> After Hours Access maintain a minimum of 1 primary care per 3500 beneficiaries in the two cohorts in sites in offer care accessible to RGSR Members until at least 7:00 p.m. four (4) nights a week and provide at least four (4) hours of access on Saturday or Sunday		
	<b>MA-03</b> Urgent Care sites shall be made available for acute, Urgent Care access. 24/7 consulting nurse and tele-urgent care services will be available to all RGSR Members.		
	<b>MA-04</b> Administrative and Clinical Assistance/Services Contractor shall provide enhanced administrative and clinical assistance/services to RGSR Members in accordance with the Exhibit 1.3 (2) appt scheduling, Triage, Rx, issue resolution, UM/UR support		
	<b>MA-05</b> Customized dual-branded member portal that provides access to the Enrolled RGSR Member's EMR Contractor will expand the portal to allow access from smart phones;		
	<b>MA-06</b> Newly subcontracted RGSR Program Providers will be added within thirty (30) days of the execution of the provider agreement which requires EMPLOYER's approval as described in Section 2.3(L) of this Contract.		
	<b>MA-07</b> Member Access and Member Experience Reporting. Contractor will report on Member experience by RGSR Program Provider annually each September. The report will include:		
	<b>MA-08</b> Adherence levels to each of the standards in Section (1)(b) and Section 2(c) of this Exhibit 1.3, Evidence of compliance to Sections (2)(a), (2)(b), (2)(d), and (2)(e) of Exhibit 1.3 and a description of what is working particularly well within the RGSR and what areas of improvement will be the focus over the next twelve (12) month period.		
	<b>MA-09</b> Access to Member Survey material and Results Provider access results: (1) For getting care quickly and getting care needed (e.g., CG-CAHPS or other survey) reported during EMPLOYER quarterly meetings		

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<b>Exhibit 1.3</b>	<p><b>MA-10</b> Dedicated Contact Center Advocates. Enrolled Contact Center advocates will have customer service experience in a health care or health insurance environment and will provide the following essential functions:</p>		
	<p><b>MA-11</b> Dedicated Contact Center Performance Guarantees. Contractor shall meet the following monthly standard call center performance guarantees:</p>		
	<p><b>MA-12</b> Dedicated Contact Center Services. Contractor will have a well-functioning, centralized call center (or subset of current call center) dedicated to RGSR Member</p>		

RGSR Contract Exhibit Number	Quality Reporting	Deliverable Frequency	Target System
Exhibit 5	<b>QR-01 Review and discuss:</b> Exhibit 5 Sections 1-3 on Goals, calculations, Improvement Scoring targets for mutual agreement and or contract amendment		
	<b>QR-02 Review and discuss</b> Linkages to Quality and Financial Goals Figure 5.2, Tables 3.2(a) and (b)		
	<b>QR-03 Performance Data</b> Quarterly Data related to Table 5.1		
	<b>QR-04 Performance Data:</b> Annual related to Table 5.1		
	<b>QR-05 Performance Data</b> Quarterly Data Customer Service on CHAPS or equivalent		
	<b>QR-06 Performance Data:</b> Annual Data Customer Service on CHAPS or equivalent		
	<b>QR-07 High-Cost Claimants (HCC) Report:</b> HCC (above and below the fiscal cost) are reported by PMPM, Utilization, % in Case management, % with active PCP visits, and tracking of conditions by ICD10		
	<b>QR-08 High-Cost Claimants (HCC) 50% Report:</b> HCC approaching 50% of the fiscal cap are reported by PMPM, Utilization, % in Case management, % with active PCP visits, and tracking of conditions by ICD10		
	<b>QR-09 Supplemental and AD Hoc Questions:</b> Related to members quality and services		
	<b>QR-08 Preventive Screening:</b> Related to members and National Screening Criteria (USPTF)		
	<b>QR-09 Changes to Quality Reporting:</b> Related to members and Table 5.1		

## A. Financial Reports

RGSR Contract Exhibit Number	Finance Reports	Deliverable Frequency	Target System
Exhibit 2.3	<b>FR-01 Historical Data</b> Employer will provide Data Intermediary with a one-time historical data 45 days following validated provider rooster		
	<b>FR-01 Financial Performance Year</b> to date of the Enrolled and Attributed Cohorts (for each substantial variance, Data Intermediary will also report details of leading cost drivers and other pertinent information.		
	<b>FR-02 Financial Performance Year</b> to date of the Enrolled and Attributed Cohorts (for each substantial variance, Data Intermediary and RGSR will also report details of leading cost drivers and other pertinent information).		
	<b>FR-05 All Rx usage:</b> (e.g., Cost trends, high-cost Rx, Rx adherence, Brand/Generic rates All Rx usage (e.g., cost trends, high cost, Rx adherence, Brand/Generic rates, high-cost drugs, and alternatives) plans for benefit changes and or utilization controls and alternatives on a formulary		
	<b>FR-06 Financial Performance Year to date</b> of the Enrolled and Attributed Cohorts (for each substantial variance. Data Intermediary will provider Contractor will report details of leading cost drivers and other pertinent information.		
	<b>FR-07 Key Utilization Metrics</b> (e.g., Inpatient LOS, hospitalization, 30 day readmits, high-cost conditions and venues) and Emergency Department (ED) usage (e.g., ER rates /1000, members with 5 or more ER visits per year, narcotic Rx from ERs) by RGSR Members, Care Coordination for High-Risk/Cost RGSR Members (below the HCC Cap)		
	<b>FR-08</b> Work with the Data Intermediary to define HCC based on contract caps including monthly report of HHC and tracking HCC cost when 50% of member's cap is noted		
	<b>FR-09</b> Establish monthly Key Utilization report by Plan Suppliers including per 1000 use, paid amounts for key cost drivers		
	<b>FR-10</b> Establish monthly high-cost pharmacy utilization including amounts exceeding \$XXX,XXX for inpatient and outpatient services		
	<b>FR-11</b> Establish Wellness targets including vaccination rates and cancer screening		

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RGSR Contract Exhibit Number	Finance Reports	Deliverable Frequency	Target System
<b>Exhibit 3.2</b>	<b>FR-12 Review and agree</b> on Table 1 of Apportionment of Net Deficit Reduction for Late delivery and report		
<b>Exhibit 3.3</b>	<b>FR-13 Review costs and agree on exclusions and HCC caps</b> per Exhibit 3.3 (1.2)		
<b>Exhibit 3.4</b>	<b>FR-14</b> Review and discuss the Net gain and Net Deficit calculation, examine example and run simulations to mutually agree or amend the contract written amendment to this contract.		
<b>Exhibit 3.5</b>	<b>FR-15 Attribution:</b> Review and discuss the attribution to mutually agree or amend the contract written amendment to this contract.		
	<b>FR-16 Attribution</b> Review and discuss attribution processes, the PCP types and E&M codes for attribution		
	<b>FR-16 Financial Summary Form:</b> Review and discuss Financial Reconciliation Summary Form		
	<b>FR-17 Provider Risk Arrangements</b> Bundles, Risk/gain sharing, COEs that are included in the financial reconciliation		
	<b>FR-18 Changes in Contractor's Providers' Risk Arrangements</b> Bundles, Risk/gain sharing, COEs that are included in the financial reconciliation		
	<b>FR-19 Alternative Payment Models (APM) Report</b> Alternative Payment Models (APM) Report (e.g., bundles, changes in RVU or DRG conversions)		