

PERSONAL SERVICE AGREEMENT

CO-802A REV. 2/08

STATE OF CONNECTICUT
OFFICE OF THE STATE COMPTROLLER

1. PREPARE IN QUADRUPPLICATE
2. THE STATE BUSINESS UNIT AND THE CONTRACTOR AS LISTED BELOW HEREBY ENTER INTO AN AGREEMENT SUBJECT TO THE TERMS AND CONDITIONS STATED HEREIN AND/OR ATTACHED HERETO AND SUBJECT TO THE PROVISIONS OF SECTION 4-98 OF THE CONNECTICUT GENERAL STATUTES AS APPLICABLE.
3. ACCEPTANCE OF THIS CONTRACT IMPLIES CONFORMANCE WITH TERMS AND CONDITIONS SET FORTH BY THE OFFICE OF POLICY AND MANAGEMENT PERSONAL SERVICE AGREEMENT STANDARDS AND PROCEDURES.

(1) ORIGINAL AMENDMENT (2) IDENTIFICATION NO.
P.S. PS 14SIM002

CONTRACTOR	(3) CONTRACTOR NAME	Connecticut Peer Review Organizatin, Inc. d.b.a. Qualidigm	(4) ARE YOU PRESENTLY A STATE EMPLOYEE?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
	CONTRACTOR ADDRESS	1290 Silas Deane Highway, Suite 4A, Wethersfield, CT 06109	CONTRACTOR FEIN/SSN - SUFFIX	22-2484567

STATE AGENCY	(5) AGENCY NAME AND ADDRESS	Office of the Healthcare Advocate, P. O. Box 1543, Hartford, CT 06144
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CONTRACT PERIOD	(6) DATE (FROM)	THROUGH (TO)	(7) INDICATE
	3/31/2015	12/31/2017	<input type="checkbox"/> MASTER AGREEMENT <input type="checkbox"/> CONTRACT AWARD NO. <input checked="" type="checkbox"/> NEITHER

CANCELLATION CLAUSE	THIS AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT FOR THE ENTIRE TERM OF THE CONTRACT PERIOD STATED ABOVE UNLESS CANCELED BY THE STATE BUSINESS UNIT, BY GIVING THE CONTRACTOR WRITTEN NOTICE OF SUCH INTENTION (REQUIRED DAYS NOTICE SPECIFIED AT RIGHT)	(8) REQUIRED NO. OF DAYS WRITTEN NOTICE
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COMPLETE DESCRIPTION OF SERVICE	(9) CONTRACTOR AGREES TO: (include special provisions - Attach additional blank sheets if necessary.)	
	The Contractor shall assist in the recruitment of and provide practice transformation services to 100 practices for participation in the Advanced Medical Home Pilot as detailed in Section 5 (Specification of Services).	

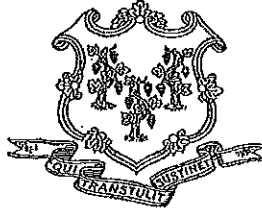
COST AND SCHEDULE OF PAYMENTS	(10) PAYMENT TO BE MADE UNDER THE FOLLOWING SCHEDULE UPON RECEIPT OF PROPERLY EXECUTED AND APPROVED INVOICES.	
	The state shall pay the Contractor a total sum not to exceed \$1,171,222.42 for services performed under this agreement in accordance with Section 7 (Cost and Schedule of Payments).	

(11) OBLIGATED AMOUNT: 1,171,222.42

(12) AMOUNT	(13) FUND	(14) DEPARTMENT	(16) SID	(18) PROGRAM	(17) ACCOUNT	(18) PROJECT/GRANT	(19) CHARTFIELD 1	(20) CHARTFIELD 2	(21) BUDGET REFERENCE
1,171,222.42	12004	MCO39420	10020	29130	51230	MCO_nonproj			2016

An individual entering into a Personal Service Agreement with the State of Connecticut is contracting under a "work-for-hire" arrangement. As such, the individual is an independent contractor, and does not satisfy the characteristics of an employee under the common law rules for determining the employer/employee relationship of Internal Revenue Code Section 3121 (d) (2). Individuals performing services as independent contractors are not employees of the State of Connecticut and are responsible themselves for payment of all State and local income taxes, federal income taxes and Federal Insurance Contribution Act (FICA) taxes.

ACCEPTANCES AND APPROVALS		(22) STATUTORY AUTHORITY 4-8, 19a-2a	
(23) CONTRACTOR (OWNER OR AUTHORIZED SIGNATURE)	<i>[Signature]</i>	TITLE	CEO Qualidigm
(24) AGENCY (AUTHORIZED OFFICIAL)	<i>[Signature]</i>	TITLE	Healthcare Advocate
(25) OFFICE OF POLICY & MANAGEMENT/DEPARTMENT OF ADMINISTRATIVE SERVICES		TITLE	Special Counsel
(26) ATTORNEY GENERAL (APPROVED AS TO FORM)	<i>[Signature]</i> Robert W. Clark	TITLE	Special Counsel
		DATE	5/25/16
		DATE	5/31/16
		DATE	6/9/16



STATE OF CONNECTICUT
OFFICE OF THE HEALTHCARE ADVOCATE

CONTRACT AMENDMENT

Contractor: Connecticut Peer Review Organization, Inc. d.b.a. Qualidigm
Contractor Address: 1290 Silas Deane Highway, Suite 4A, Wethersfield, CT 06109
Contract Number: PS 14SIM002
Amendment Number: 01
Amount as Amended: \$1,171,222.42
Contract Term as Amended: December 31, 2017

The contract between Connecticut Peer Review Organization, Inc. d.b.a. Qualidigm and the Office of the Healthcare Advocate (OHA), which was last executed by the parties and approved by the Office of the Attorney General on 4/17/2015, is hereby amended as follows:

The total maximum payable under this contract is increased by \$585,600 from \$585,622.42 to \$1,171,222.42.

Section 2 Contract Period and Definitions shall be amended to include the following:

"AMH evaluation" means that information that is gathered for the purpose of evaluating the AMH program including both formative and summative activities. This information must be present in the Contractor's periodic and summative reports.

"Assessment" means that information gathered by the Contractor for the purpose of informing the development of a technical assistance plan or progress on the plan.

"Practice in good standing" shall mean a participating practice that continues to engage in the AMH Vanguard Program as evidenced by participation in scheduled meetings and Webinars and in data collection activities as assessed by the Contractor.

"Cohort" shall mean a collection of practices that begin Contractor technical assistance at the same time, participate in shared technical assistance activities, and are peer participants in a learning collaborative.

"Completers" shall mean practices that achieve NCQA Level II or III Recognition.

"TA feedback" means that information gathered by the Contractor for internal purposes, in order to periodically assess and improve on technical assistance provided to practices

Section 5 Specification of Services subsection A.3 is deleted and replaced with the following:

In partnership with OHA, the Contractor shall obtain commitments from up to 50 practices for the first pilot period. The Contractor shall obtain commitments from up to 50 practices for a second pilot period upon execution of this amendment. This second pilot shall be comprised of up to two cohorts. **The OHA will have sole discretion to determine the size of each cohort. Section 5 Specification of Services will remain in effect in its entirety for the additional offices effective upon execution of this amendment.**

Section 5 Specification of Services subsection C. Evaluation, of the original contract, is amended to include the following language:

3. The Contractor shall produce periodic reports that describe the status of practices in regards to the formative and summative evaluation criteria. The Contractor shall also produce a final report, to be submitted before three months after the end of transformation services to the practices within a cohort. The final report will contain the results of the formative and summative evaluation activities that are part of the AMH evaluation (as indicated in Table 1 below).

Section 5 Specification of Services subsection C. Evaluation of the original contract is amended to include "Table 1: Contractor Assessment & Evaluation Activities", below. This table reflects evaluation activities for second pilot.

Table 1: Contractor Assessment & Evaluation Activities

Metric/Indicator	Measurement tool	Description	Method	Interval/Frequency	Purpose			
					AMH Evaluation	Assessment	TA feedback	Qualitative or Quantitative
Initial and final level of competencies.								
Common gaps and competencies across practices, networks.	Patient-Centered Medical Home Assessment (PCMH-A)	Used to help sites understand their current level of Medical homes' and identify opportunities for improvement	survey	baseline, 6 months, and conclusion of TA	X	X		QL
Amount improvement on competencies - standards that showed the most/least gains					X			
Initial level of competency. Common gaps and competencies across practices, networks	Qualidigm Needs Assessment	Used to assess leadership, culture and demographics of a practice. Used to develop an office specific plan.	survey	baseline		X		QL
Satisfaction with intervention (internal use)	Quarterly Leadership Survey	Phone survey interview with practice leadership to improve the TA intervention efforts in real-time, addressing face-to-face and webinar-based education and technical assistance, clinical performance data, patient and provider survey data, and PCMH-A data	phone interview survey	Quarterly			X	QL and QN

Qualidigm

Practices that receive Planetree designation	Transformation Validation Report	Onsite visit occurs at the end of the pilot to validate the bronze criteria have been fulfilled.	office observation and interview	Conclusion of TA	X		X	QL
Patient Satisfaction	Patient Satisfaction Survey	Patient satisfaction survey (e.g. CAHPS) required as part of PCMH recognition process	survey required	Pre and Post	X	X	X	QL & QN- depending on the survey

QL means qualitative data. Qualitative data is information that cannot be captured in a quantitative way, such as descriptions, lists, and subjective feedback.

QN means quantitative data. Quantitative data is captured in a numeric way, such as counts, and change over time on a common set of metrics.

Section 7 Cost and Schedule of Payments, Subsection 1: Payment Provisions of the original contract is amended to reflect the enrollment of 50 additional offices into the AMH Vanguard Program. Payment provisions for the additional 50 offices are as follows:

- d. Withhold: There shall be a 15% withhold of the contract amount to be paid upon the completion of conditions outlined in Section 2, Completion Requirements.
- e. Maximum payment per cohort: The maximum payment for each cohort shall be \$11,712 multiplied by the number of practices participating in the cohort.
- f. Payments: Payment for the enrollment of the additional offices shall be made separately for each cohort in installments according to the formula set forth in the following table:

Calculation of Maximum Number of Practices Per Cohort			Sample Calculation for 25 practice cohort
	Due Date	Formula	Maximum Payment
A	Go live	$50\% * (\$11,712 * \text{practices participating in cohort}),$ less withhold	102,480
B	4 months	$\$1,952 * \text{practices in good standing}$	48,800
C	8 months	$\$1,952 * \text{practices in good standing}$	48,800
D	12 months	$\$1,952 * \text{practices in good standing}$	48,800
E	Completion	$(\text{withhold}/\text{practices in cohort}) * \text{completers}$ Available only if # of completers is > 50% of practices in cohort	43,920
			292,800

Go-live date = first of the month within which the Contractor conducts the full cohort introductory meeting

Completion date = date that "Section 5 Specification of Services" requirements have been met for the cohort.

Section 8 Other Conditions, Subsection E: Statutory and Regulatory Compliance, Subsubsection 5. Non-discrimination, Paragraph (b)(1) of the original contract is amended as follows: "mental retardation" is replaced with "intellectual disability".

The term of the contract is extended for an additional 12 months and the end date of the contract is changed from 12/31/2016 to 12/31/2017.

This document constitutes an amendment to the above numbered contract. All provisions of the contract, except those explicitly changed above by this amendment, shall remain in full force and effect.

Handwritten signature and date: 6/6/16

ACCEPTANCES AND APPROVALS

Documentation necessary to demonstrate the authorization to sign must be attached.

CONTRACTOR

Connecticut Peer Review Organization Inc (d/b/a Qualigen)
Contractor (Corporate/Legal Name of Contractor)

Imghinnou
Authorized Official (Signature)

4, 26, 2016
Date

President / CEO
Title

OFFICE OF THE HEALTHCARE ADVOCATE

Victoria Veltri
VICTORIA VELTRI, HEALTHCARE ADVOCATE

4, 29, 16
Date

OFFICE OF THE ATTORNEY GENERAL

ASST. / ASSOC. ATTORNEY GENERAL (Approved as to form & legal sufficiency) Date / /


[] Original Contract: #2013-0024
[X] Amendment # 3
(For Internal Use Only)

The Contractor herein IS NOT a Business Associate under HIPAA*:

ACCEPTANCES AND APPROVALS:

By the Contractor:

Connecticut Sexual Assault Crisis Services, Inc.
Contractor (Corporate/Legal Name of Contractor)

 3/25/14

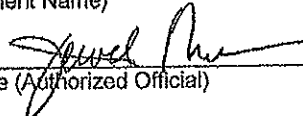
Signature (Authorized Official) Date

Documentation necessary to demonstrate the authorization to sign must be attached.

Laura Cordes Executive Director
(Typed Name of Authorized Official) (Title)

By the Department:


Department of Public Health
(Department Name)

 4/8/2014

Signature (Authorized Official) Date

Jewel Mullen, M.D., M.P.H., M.P.A. Commissioner
(Typed Name of Authorized Official) Title

By the Office of the Attorney General:
(approved as to form) ~~& legal sufficiency~~

 2/19/16

Assistant / Associate Attorney General Date
Robert W. Clark

~~(X) This contract does not require the signature of the Attorney General pursuant to an agreement between the department and the Office of the Attorney General dated: 3/23/2014~~