1. Parties: This is a Grant Agreement between the State of Vermont, Agency of Human Services, **Department of Vermont Health Access** (hereinafter called "State"), and **Vermont Information Technology Leaders, Inc. (VITL)** (hereinafter called "Grantee") with a principal place of business at 144 Main Street, Montpelier, VT 05602. Grantee is required by law to have a Business Account Number from the Vermont Department of Taxes

2. Subject Matter: The subject matter of this Grant Agreement is for VITL to work with providers and other stakeholders in creating and managing the Vermont Health Information Exchange Network. Detailed services to be provided by the Grantee are described in Attachment A.

3. Maximum Amount: In consideration of the services to be performed by Grantee, the State agrees to pay Grantee, in accordance with the payment provisions specified in Attachment B, a sum not to exceed **$3,320,791.**

4. Grant Term: The period of Grantee's performance shall begin on January 1st 2011 and end on June 30th 2011.

5. Source of Funds:

HIT Fund	=	$114,548
BISHCA Fund	=	$226,174
ARRA	=	$1,158,207
Global Commitment	=	$1,821,862

6. Amendment: No changes, modifications, or amendments in the terms and conditions of this Grant Agreement shall be effective unless reduced to writing, numbered, and signed by the duly authorized representative of the State and Grantee.

7. Cancellation: This Grant Agreement may be suspended or cancelled by either party by giving written notice at least 30 days in advance.

8. Contact persons: The Grantee's contact person for this award is: David Cochran, President & CEO; 802-223-4100; dcochran@vitl.net. The State's contract person is: Hunt Blair, Deputy Director Health Care Reform; 802-879-5625; hunt.blair@ahs.state.vt.us

9. Fiscal Year: The Grantee's fiscal year starts July and ends June.

10. Attachments: This Grant consists of 26 pages including the following attachments that are incorporated herein:
    - Attachment A - Scope of Work to be Performed
    - Attachment B - Payment Provisions
    - Attachment C - Customary State Provisions for Contracts & Grants
    - Attachment E – Business Associates Agreement
    - Attachment F – AHS Customary Provisions

The order of precedence of documents shall be as follows:

1. This document
2. Attachment C

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3. Attachment A
4. Attachment B
5. Attachment E
6. Attachment F

WE, THE UNDERSIGNED PARTIES, AGREE TO BE BOUND BY THIS GRANT AGREEMENT.

STATE OF VERMONT

By: _____

Susan Besio, Commissioner
Department of Vermont Health Access

Date: 1/10/11

GRANTEE

By: _____

David Cochran, President & CEO
VITL, Inc.

Date: 12/29/10

The following information is required for Grants funded in whole or in part with monies from the federal American Recovery & reinvestment Act or 2009.

Legal Name and D-U-N-S® Number on File with the federal Central Contractor Registration (1):

Vermont Information Technology Leaders, Inc.
Print Legal CCR Name

61-230-1296
D-U-N-S® Number (2)

I) The Central Contractor Registration (CCR) is the primary registrant database for the U.S. Federal Government. CCR collects, validates, stores and disseminates data in support of agency acquisition missions. FREE registration is available at: http://www.ccr.gov/Default.aspx.

2) The D-U-N-S Number is a unique nine-digit identification number assigned and maintained solely by Dun & Bradstreet (D&B). D-U-N-S Number assignment is FREE for all businesses required to register with the US Federal government (see # 1 above) for contracts or grants. Created in 1962, the Data Universal Numbering System or D-U-N-S® Number is D&B's copyrighted, proprietary means of identifying business entities. Register at:
https://lleupdate.dnb.com/reguestoptions.asp?cm_re=HomepageB*TopNav*DUNSNumberTab

ATTACHMENT A
Specification of Work to be Performed

Pursuant to 18 V.S.A. Chapter 219 § 9352, the State is awarding this procurement grant to VITL so that the Grantee may continue to operate and expand the use of the Vermont Health Information Exchange (VHIE) network.

The State has a series of additional Contracts and Grants which supplement the scope of work described herein:

- #17216 for work on Electronic Health Record (EHR) interfaces in support of connectivity to the Blueprint for Health clinical data repository (DocSite) (executed between the Department of Health and the Grantee),
- #17938 to allow standards-based, immunization event transactions to be submitted to the Vermont Immunization Registry (executed between the Department of Health and the Grantee), and
- An upcoming contract with DVHA to support the expansion of Electronic Health Records and provider readiness for Meaningful Use incentives as a match to the Grantee's Section 3012 Cooperative Agreement from the Office of the National Coordinator (ONC) to operate the Regional Extension Center for Vermont.

Responsibilities of the Grantee:

The Grantee has a place of business in Montpelier. The Grantee's place of business has sufficient room and electronic capacity so that the Grantee will not need to be located at a State building. The Grantee's customary business hours are Monday – Friday 9 AM – 5 PM. The Grantee will be using all of its own equipment to fulfill the deliverables of this grant and will not be using any state equipment to complete the deliverables noted in this grant. The Grantee will not be assigned a State e-mail account. The Grantee will not be connected to State data systems and will not be transferring data to or extracting data from State data systems unless a specific addendum to this Grant Agreement is executed to provide for such functionality as may be developed to synchronize State and VHIE Master Persons Indexes and State and VHIE Provider Directories.

The Grantee operates the VHIE network and provides interfaces for the flow of health information from EHR systems to the VHIE, as well as on to the Blueprint Registry, a disease management registry and clinical data repository operated for the Vermont Blueprint for Health. These interfaces contain security features to protect health information. VITL and its contractors shall utilize and maintain all hardware and software for the VHIE. The data will not be stored with the State of Vermont or any of its departments or agencies. The Grantee employs a Privacy Officer. All data that contractor: collects; stores; or, transfers shall comply with applicable HIPAA regulation for security and privacy.

The Grantee maintains and will provide the State at reasonable request, with their current Security Plan which will include results of most recent risk assessments, and the contractor's compliance with relevant National Institute of Standards and Technology (NIST) standards where applicable.

The Grantee maintains and will provide the State at reasonable request, an operational guide including policies and procedures regarding: operations; administration; and, maintenance. In collaboration with the Division of Health Care Reform, the Grantee is and will implement a plan to expand the VHIE

through a regionally based strategy that links EHR adoption, connectivity of EHRs to the VHIE, and expansion of the Blueprint for Health in a coordinated effort organized geographically by Hospital Service Area (HSA). In addition, through collaboration with Bi-State Primary Care Association and a separate grant to the Grantee from Bi-State, the Grantee is doing work complementary to the process described above for Federally Qualified Health Centers in each HSA. Grantee policies and procedures will address how data flows to the VHIE from EHRs and other data sources in all HSA's.

In order to expand the electronic sharing of health information, VITL and the Division of Health Care Reform will identify practices within each HSA with the goal of optimizing the number of patients and practices supplying data to the VHIE in support of health reform initiatives. A matrix identifying the process for tracking and validating these deliverable milestones is included as Addendum 1. The State, the Grantee, and Bi-State participate in bi-weekly working sessions to update project implementation, identify issues requiring collaborative solutions, and continuously update the implementation plan and framework. The Grantee will provide updated versions of the Addendum matrix when submitting invoices and as part of the reporting requirements.

The Grantee, in collaboration with the State, has responsibility for coordination of the build out of the VHIE network infrastructure across the state to support the Vermont Blueprint for Health and other delivery system reforms. This is a multi-year effort in which the Grantee is a key partner. As such, the Grantee will regularly participate in both scheduled and *ad hoc* meetings, including but not limited to the HIE-HIT General Stakeholders monthly meetings, the Privacy and Security Work Group convened by the State, and the Blueprint Executive Committee and other Blueprint Advisory committees and work groups.

Scope of Work:

The Grantee shall complete all deliverables within the guidelines and standards of the *Vermont Health Information Technology Plan*, as revised October 26, 2010 and as further revised and approved by ONC.

Bi-directional interfaces for the deliverables shall be defined as the ability to exchange data at the semantic level between and among participants operating on the VHIE network. This includes transfer of demographic and clinical information from hospital and provider practice Electronic Health Record (EHR) systems, transfer of laboratory orders and results, and transfer of diagnostic procedure orders and results. All interfaces must be tested and demonstrated to be fully connected and operational, stable on an ongoing basis, and useable for routine exchange to be considered operationally complete for payment purposes.

The Grantee shall be fully responsible for any work completed by sub-grantees and all work performed by sub-grantees is subject to all conditions and requirements included in this grant.

The Grantee shall tie invoiced expenditures to deliverables when submitting invoices for payment, and shall include a reporting document that follows the format in Addendum 2.

The Grantee will accomplish the following deliverables:

- Annual management of the Vermont Health Information Exchange Network and other core operations related to development and expansion of the State HIT Infrastructure, including VHIE

vendor re-procurement and contract negotiation and Support of statewide HIT Planning initiatives support of initiatives to maintain and update the Vermont HIT Plan and associated policies: Core Operations - **$1,139,942**

- Annual operation of the Vermont Health Information Exchange (VHIE) network (GE Contract Expense) for provider licensing, EMPI, IT infrastructure, Med History, and interface development, including expansion of licenses for VHIE Enterprise Master Persons Index to ensure identity management for VHIE as additional lives are added to EMPI through connectivity deliverables: HIE Program Expenses - **$2,180,849**

- Project management and direct expenses related to the Provider HIE interface development. (Priority practices and schedule will be determined in conjunction with Blueprint staff and HIT Coordinator and tracked as described above.): **$236,807** (included in program total)

- HIE to VDH interface to Immunization Registry: **$60,000** (included in program total)
  As detailed in Grantee/VDH Contract #17938, build an ADT (patient demographics) feed from VDH to populate the VHIE Enterprise Master Patient Index (EMPI). The EMPI will be used to provide patient matching and de-duplication functionality, such that data may be exchanged between hospitals/practices and VDH programs that use the SPHINX database.

  Build an interface from the VHIE to the IMR, so that entities wanting to submit data to the IMR can do so via the VHIE.

- A table illustrating deliverable Goals by Hospital Service Area is included as Addendum 2.

Reporting:

a. **Annual Reports.** No later than January 15 of each year, VITL shall file a report with the Commission on Health care reform; the Secretary of Administration; the Commissioner of Information and Innovation; the Commissioner of Banking, Insurance, Securities, and Health Care Administration; the Commissioner of the Department of Vermont Health Access; the Secretary of Human Services; the Commissioner of Health; the Commissioner of Mental Health; the Commissioner of Disabilities, Aging, and Independent Living; the Senate Committee on Health and Welfare; and the House Committee on Health Care. The report shall include an assessment of progress in implementing health information technology in Vermont and recommendations for additional funding and legislation required. In addition, VITL shall publish minutes of VITL meetings and any other relevant information on a public website.

b. **Progress Reports and Expenditure Reports.** Grantee shall file progress and expenditure reports with the State monthly or upon submission of invoices against this grant. The State reserves the right to request that the Grantee provide additional information as necessary. The Grantee shall submit a year-end report by August 15 providing a detailed summary of expenditures for the grant period and progress achieved through those expenditures.

c. **Grantee Operations Metrics Reports.** The Grantee shall submit monthly Operations

Metrics Reports (sample included as Addendum 2) to document the monthly progress toward the deliverables of this grant and the Grantee's overall progress on HIT expansion.

Addendum 1

Hospital Service Area	Hospital	Planned Goals / Benchmarks to be met by 6/30/11			
		Hospital Interfaces (1)		Blueprint Practices (2)	IZ Registry (3)
		General Lab Result	ADT Demographics		
Barre	Central VT Medical Center	X	X	14	
Bennington	Southwest VT Medical Center	X	X	6	
Brattleboro	Brattleboro Memorial Hospital	X	X	2	
	Grace Cottage Hospital (4)				
Burlington	Fletcher Allen Health Care	X	X	9	2
Middlebury	Porter Hospital (5)			2	
Morrisville	Copley Hospital	X	X	2	
Newport	North Country Hospital (5)			5	
Randolph	Gifford Hospital	X	X		
Rutland	Rutland Regional Medical Center (5)	X		4	
St. Albans	Northwestern Medical Center	X	X	8	
St. Johnsbury	Northern VT Regional Hospital	X	X	7	
Springfield	Springfield Hospital	X	X	6	
White River Jct.	Mount Ascutney Hospital	X	X	2	1

Notes:

(1) The interface exists between the hospital and the VHIE.
(2) Some practices may be direct to Docsite, by HSA.
(3) By HSA
(4) Hospital does not have practices to interface
(5) Hospital will be going live in 2011; not likely to be stable and undertake new development by 6/30/11

Addendum 2

VITL Operations Metrics by Funding Source FY2011-2012

Projects by Source of Funds				Metric	Universe	Forecast FY10	Actuals FY10	FY10 Variance	Forecast FY11 Q1	Forecast FY11 Q2	Forecast FY11 Q3	Forecast FY11 Q4	Forecast FY11 Total	Actuals FY11 Q1	Actuals FY11 Q2	Actuals FY11 Q3	Actuals FY11 Q4	Actuals FY11 Total	YTD Variance
REC 3012 Grant	No EHR Practices	Milestone 1	Signed Agreements	# of PPC Providers	800	60	78	18	300	325	175	0	800	38				38	(262)
		Milestone 2	PPCPs with functional EHRs		800	0	0	0	0	0	150	475	625	0				0	0
		Milestone 3	PPCPs to Meaningful Use		800	0	0	0	0	0	0	0	0	0				0	0
	EHR Practices	Milestone 1	Signed Agreements	# of PPC Providers	300	160	142	(18)	41	85	123	51	300	67				67	26
		Milestone 3	PPCPs to Meaningful Use		300	0	0	0	0	3	38	85	126	0				0	0
HIE 3013 Grant	Hospital Connectivity to VHIE		Participation Agreements	# of VT Hospitals	14	10	9	(1)	1	1	1	1	4	0				0	(1)
			Demographic Data (ADT)		14	5	6	1	1	1	1	2	5	0				0	(1)
			Lab Results, Lab Orders, Immunizations		14	7	7	0	1	1	1	2	5	0				0	(1)
			Transmit Clinical Summary		14	2	1	(1)	1	2	2	3	8	0				0	(1)
	Practice Connectivity to VHIE		Participation Agreements	# of Practices (does not include Blueprint)	310	20	25	5	3	6	9	12	30	7				7	4
			Demographic Data (ADT)		310	7	6	(1)	3	6	9	12	30	0				0	(3)

			Lab Results, Lab Orders, Immunizations		310	11	14	3	3	6	9	12	30	4				4	1
			Transmit Clinical Summary		310	0	6	6	3	6	9	12	30	0				0	(3)
	Commercial Labs Connectivity to VHIE		Results/Orders	# of labs	?	0	0	0	1	1	0	0	2	0				0	(1)
VDH	**Blueprint**		HIE Services to Blueprint Practices	new practices	**30**	15	2	(13)	7	7	8	8	30	2					(5)
HRSA	**Bi-state**		HIE Services to FQHCs	FQHCs	**8**	1	1	0	1	1	1	1	4	0					(1)
HRSA	**HIT Grant**		Incent Practices with EHRs to use e-Rx	SureScripts Licenses	**50**	27	10	(17)	2	4	6	8	20	3					1
			Incent Practices without EHRs to use e-Rx	SureScripts Licenses	**57**	47	19	(28)	1	2	3	3	9	9					8
			Incent Pharmacies to use e-Rx	# pharmacies	**15**	6	6	0	1	2	2	3	8	5					4

ATTACHMENT B
PAYMENT PROVISIONS

The funds used to support this agreement, in full or in part, are provided through the federal American Recovery & Reinvestment Act (ARRA or the Act); this agreement therefore is subject to payment criteria and specific reporting requirements mandated by the Act. A periodic report, certified by an authorized agent of the Party, utilizing the form provided by the State of Vermont and attached hereto, shall be submitted as required. Failure to submit timely, accurate and fully executed reports will result in a mandate to return to the State funds already disbursed under this agreement, or the withholding of current and future payments under this agreement until such time as the reporting irregularities are resolved to the State's satisfaction.

For subrecipients who report awards of federal funds to the State, said subrecipient agrees to include information of ARRA funding separately from other federal awards reported on their Statement of Expenditures of Federal Awards (SEFA).

The parties to this agreement are further bound by the Act that they shall promptly refer to an appropriate federal inspector general any credible evidence that a principal, employee, agent, contractor, subrecipient, contractor, or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving the ARRA funds used to support this agreement.

The State shall pay the Grantee for work performed as described in Attachment A in conjunction with the Grantee budget set forth below. The maximum payable amount under this Grant shall not exceed $3,320,791.

Approved Budget for SFY 2011:

Fiscal Year 2011 VITL Scope of Services	Budget
Core Operations in Support of State HIE Operations	
Administrative Salaries & Benefits	313,699
Insurance	96,123
Professional/Legal	235,080
Marketing/Education	67,435
Occupancy/Rent	80,944
Operational Expense	100,491
Meetings, Professional Development	138,511
Miscellaneous	6,875
Depreciation	41,784
VHIE Contract Renegotiation (consulting, travel)	60,000
Total Core Operations Expenses:	**$1,139,942**
Project Expense:	
VHIE to VDH interface to Immunization Registry	60,000
HIE Operations	
Direct Salary & Benefits	201,477
Travel, Meetings & Supplies	35,330
GE Med History, BP Data Expenses	797,248
GE HIE Contract Expenses	1,086,794
Total HIE Program Expenses:	**2,180,849**
Total Budget:	**$3,320,791**

Variances of the budgeted lines items shall not exceed 10% without prior approval from State. Written requests for such approvals must first be submitted by the Grantee prior to the expenditure of funds in excess of the above budgeted line items.

The Grantee will submit a quarterly expenditure report in the format of the above line items detailing work performed pursuant to this Grant.

The State will pay invoices of actual expenses quarterly upon receipt of the Quarterly Expenditure report with documentation of expenses and all other required reports in Attachment A. Allowable costs may be reimbursed for a work period beginning on July 1st, 2010.

A final expenditure report is due no later than 45 days after the end of the grant, and will be reconciled to actual costs incurred for the grant term (01/01/11 - 06/30/11). Any overpayment of expenses will be returned to the State no later than September 15, 2011.

The State will withhold $33,208 (1 %) from the final quarterly payment request until the receipt of the final reports due in Attachment A & B.

Payments to the Grantee under this grant agreement shall not exceed **$3,320,791.00.**

Invoices and quarterly expenditure reports shall be signed by an authorized representative of Grantee and submitted to:

Kate Jones
Department of Vermont Health Access
312 Hurricane Lane, Suite 201
Williston, VT 05498-2087

ATTACHMENT C
CUSTOMARY PROVISIONS FOR CONTRACTS AND GRANTS

1. **Entire Agreement.** This Agreement, whether in the form of a Contract, State Funded Grant, or Federally Funded Grant, represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect.

2. **Applicable Law.** This Agreement will be governed by the laws of the State of Vermont.

3. **Definitions:** For purposes of this Attachment, "Party" shall mean the Grantee, with whom the State of Vermont is executing this Agreement and consistent with the form of the Agreement.

4. **Appropriations:** If appropriations are insufficient to support this Agreement, the State may cancel on a date agreed to by the parties or upon the expiration or reduction of existing appropriation authority. In the case that this Agreement is funded in whole or in part by federal or other non-State funds, and in the event those funds become unavailable or reduced, the State may suspend or cancel this Agreement immediately, and the State shall have no obligation to fund this Agreement from State revenues.

5. **No Employee Benefits For Party:** The Party understands that the State will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation or sick leave, workers compensation or other benefits or services available to State employees, nor will the state withhold any state or federal taxes except as required under applicable tax laws, which shall be determined in advance of execution of the Agreement. The Party understands that all tax returns required by the Internal Revenue Code and the State of Vermont, including but not limited to income, withholding, sales and use, and rooms and meals, must be filed by the Party, and information as to Agreement income will be provided by the State of Vermont to the Internal Revenue Service and the Vermont Department of Taxes.

6. **Independence, Liability:** The Party will act in an independent capacity and not as officers or employees of the State.

   The Party shall defend the State and its officers and employees against all claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party. The State shall notify the Party in the event of any such claim or suit, and the Party shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit. The Party shall notify its insurance company and the State within 10 days of receiving any claim for damages, notice of claims, pre-claims, or service of judgments or claims, for any act or omissions in the performance of this Agreement.

   After a final judgment or settlement the Party may request recoupment of specific defense costs and may file suit in Washington Superior Court requesting recoupment. The Party shall be entitled to recoup costs only upon a showing that such costs were entirely unrelated to the defense of any claim arising from an act or omission of the Party.

   The Party shall indemnify the State and its officers and employees in the event that the State, its officers or employees become legally obligated to pay any damages or losses arising from any act or omission of the Party.

7. **Insurance**: Before commencing work on this Agreement the Party must provide certificates of insurance to show that the following minimum coverage is in effect. It is the responsibility of the Party to maintain current certificates of insurance on file with the state through the term of the Agreement. No warranty is made that the coverage and limits listed herein are adequate to cover and protect the interests of the Party for the Party's operations. These are solely minimums that have been established to protect the interests of the State.

   Workers Compensation: With respect to all operations performed, the Party shall carry workers' compensation insurance in accordance with the laws of the State of Vermont.

   General Liability and Property Damage: With respect to all operations performed under the Agreement, the Party shall carry general liability insurance having all major divisions of coverage including, but not limited to:

   Premises - Operations
   Products and Completed Operations
   Personal Injury Liability
   Contractual Liability

   The policy shall be on an occurrence form and limits shall not be less than:

   $1,000,000 Per Occurrence
   $1,000,000 General Aggregate
   $1,000,000 Products/Completed Operations Aggregate
   $ 50,000 Fire/ Legal/Liability

   Party shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this Agreement.

   Automotive Liability: The Party shall carry automotive liability insurance covering all motor vehicles, including hired and non-owned coverage, used in connection with the Agreement. Limits of coverage shall not be less than: $1,000,000 combined single limit.

   Party shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this Agreement.

   Professional Liability: Before commencing work on this Agreement and throughout the term of this Agreement, the Party shall procure and maintain professional liability insurance for any and all services performed under this Agreement, with minimum coverage of **$1,000,000** per occurrence, and **$1,000,000** aggregate.

8. **Reliance by the State on Representations:** All payments by the State under this Agreement will be made in reliance upon the accuracy of all prior representations by the Party, including but not limited to bills, invoices, progress reports and other proofs of work.

9. **Requirement to Have a Single Audit:** In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, and if this Grantee expends $500,000 or more in federal assistance during its fiscal year, the Grantee is required to have a single audit conducted in accordance with the Single Audit Act, except when it elects to have a program specific audit.

   The Grantee may elect to have a program specific audit if it expends funds under only one federal

program and the federal program's laws, regulating or grant agreements do not require a financial statement audit of the Party.
A Grantee is exempt if the Party expends less than $500,000 in total federal assistance in one year. The Grantee will complete the Certification of Audit Requirement annually within 45 days after its fiscal year end. If a single audit is required, the Grantee will submit a copy of the audit report to the primary pass-through Party and any other pass-through Party that requests it within 9 months. If a single audit is not required, the Grantee will submit the Schedule of Federal Expenditures within 45 days. These forms will be mailed to the Grantee by the Department of Finance and Management near the end of its fiscal year. These forms are also available on the Finance & Management Web page at: http://finance.vermont.gov/forms

10. **Records Available for Audit:** The Party will maintain all books, documents, payroll papers, accounting records and other evidence pertaining to costs incurred under this agreement and make them available at reasonable times during the period of the Agreement and for three years thereafter for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved. The State, by any authorized representative, shall have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed under this Agreement.

11. **Fair Employment Practices and Americans with Disabilities Act**: Party agrees to comply with the requirement of Title 21V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable. Party shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990 that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the Party under this Agreement. Party further agrees to include this provision in all subcontracts.

12. **Set Off**: The State may set off any sums which the Party owes the State against any sums due the Party under this Agreement; provided, however, that any set off of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided hereinafter.

13. **Taxes Due to the State**:

    a. Party understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.

    b. Party certifies under the pains and penalties of perjury that, as of the date the Agreement is signed, the Party is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.

    c. Party understands that final payment under this Agreement may be withheld if the Commissioner of Taxes determines that the Party is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.

    Party also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Party has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Party has no further legal recourse to contest the amounts due.

14. **Child Support**: (Applicable if the Party is a natural person, not a corporation or partnership.) Party states that, as of the date the Agreement is signed, he/she:
    a. is not under any obligation to pay child support; or
    b. is under such an obligation and is in good standing with respect to that obligation; or
    c. has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan.

    Party makes this statement with regard to support owed to any and all children residing in Vermont. In addition, if the Party is a resident of Vermont, Party makes this statement with regard to support owed to any and all children residing in any other state or territory of the United States.

15. **Sub-Agreements**: Party shall not assign, subcontract or subgrant the performance of his Agreement or any portion thereof to any other Party without the prior written approval of the State. Party also agrees to include in subcontract or subgrant agreements a tax certification in accordance with paragraph 13 above.

    Notwithstanding the foregoing, the State agrees that the Party may assign this agreement, including all of the Party's rights and obligations hereunder, to any successor in interest to the Party arising out of the sale of or reorganization of the Party.

16. **No Gifts or Gratuities**: Party shall not give title or possession of any thing of substantial value (including property, currency, travel and/or education programs) to any officer or employee of the State during the term of this Agreement.

17. **Copies**: All written reports prepared under this Agreement will be printed using both sides of the paper.

18. **Certification Regarding Debarment:** Party certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, neither Party nor Party's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in federal programs or programs supported in whole or in part by federal funds.

ATTACHMENT E
BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("Agreement") is entered into by and between the State of Vermont Agency of Human Services operating by and through its Department of Vermont Health Access ("Covered Entity") and Vermont Information Technology Leaders, Inc. ("Business Associate") as of January 1, 2011 or upon signature of the State, which ever is later ("Effective Date"). This Agreement supplements and is made a part of the Contract to which it is an attachment.

Covered Entity and Business Associate enter into this Agreement to comply with standards promulgated under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") including the Standards for the Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164 ("Privacy Rule") and the Security Standards at 45 CFR Parts 160 and 164 ("Security Rule"), as amended by subtitle D of the Health Information Technology for Economic and Clinical Health Act.

The parties agree as follows:

1. Definitions. All capitalized terms in this Agreement have the meanings identified in this Agreement, 45 CFR Part 160, or 45 CFR Part 164.

   The term "Services" includes all work performed by the Business Associate for or on behalf of Covered Entity that requires the use and/or disclosure of protected health information to perform a business associate function described in 45 CFR 160.103 under the definition of Business Associate.

   The term "Individual" includes a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).

   The term "Breach" means the acquisition, access, use or disclosure of protected health information (PHI) in a manner not permitted under the HIPAA Privacy Rule, 45 CFR part 164, subpart E, which compromises the security or privacy of the PHI. "Compromises the security or privacy of the PHI" means poses a significant risk of financial, reputational or other harm to the individual.

2. Permitted and Required Uses/Disclosures of PHI.

   2.1 Except as limited in this Agreement, Business Associate may use or disclose PHI to perform Services, as specified in the underlying contract with Covered Entity. Business Associate shall not use or disclose PHI in any manner that would constitute a violation of the Privacy Rule if used or disclosed by Covered Entity in that manner. Business Associate may not use or disclose PHI other than as permitted or required by this Agreement or as Required by Law.

   2.2 Business Associate may make PHI available to its employees who need access to perform Services provided that Business Associate makes such employees aware of the use and disclosure restrictions in this Agreement and binds them to comply with such restrictions. Business Associate may only disclose PHI for the purposes authorized by this Agreement: (a) to its agents (including subcontractors) in accordance with Sections 8 and 16 or (b) as otherwise permitted by Section 3.

3. Business Activities. Business Associate may use PHI received in its capacity as a "Business Associate" to Covered Entity if necessary for Business Associate's proper management and administration or to carry out its legal responsibilities. Business Associate may disclose PHI

received in its capacity as "Business Associate" to Covered Entity for Business Associate's proper management and administration or to carry out its legal responsibilities if a disclosure is Required by Law or if (a) Business Associate obtains reasonable written assurances via a written agreement from the person to whom the information is to be disclosed that the PHI shall remain confidential and be used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person and (b)

the person notifies Business Associate, within three business days (who in turn will notify Covered Entity within three business days after receiving notice of a Breach as specified in Section 5.1), in writing of any Breach of Unsecured PHI of which it is aware. Uses and disclosures of PHI for the purposes identified in this Section must be of the minimum amount of PHI necessary to accomplish such purposes.

4. Safeguards. Business Associate shall implement and use appropriate safeguards to prevent the use or disclosure of PHI other than as provided for by this Agreement. With respect to any PHI that is maintained in or transmitted by electronic media, Business Associate shall comply with 45 CFR sections 164.308 (administrative safeguards), 164.310 (physical safeguards), 164.312 (technical safeguards) and 164.316 (policies and procedures and documentation requirements). Business Associate shall identify in writing upon request from Covered Entity all of the safeguards that it uses to prevent impermissible uses or disclosures of PHI.

5. Documenting and Reporting Breaches.

5.1 Business Associate shall report to Covered Entity any Breach of Unsecured PHI as soon as it (or any of its employees or agents) become aware of any such Breach, and in no case later than three (3) business days after it (or any of its employees or agents) becomes aware of the Breach, except when a law enforcement official determines that a notification would impede a criminal investigation or cause damage to national security.

5.2 Business Associate shall provide Covered Entity with the names of the individuals whose Unsecured PHI has been, or is reasonably believed to have been, the subject of the Breach and any other available information that is required to be given to the affected individuals, as set forth in 45 CFR §164.404(c), and, if requested by Covered Entity, information necessary for Covered Entity to investigate the impermissible use or disclosure. Business Associate shall continue to provide to Covered Entity information concerning the Breach as it becomes available to it.

5.3 When Business Associate determines that an impermissible acquisition, use or disclosure of PHI by a member of its workforce does not pose a significant risk of harm to the affected individuals, it shall document its assessment of risk. Such assessment shall include: 1) the name of the person(s) making the assessment, 2) a brief summary of the facts, and 3) a brief statement of the reasons supporting the determination of low risk of harm. When requested by Covered Entity, Business Associate shall make its risk assessments available to Covered Entity.

6. Mitigation and Corrective Action. Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to it of an impermissible use or disclosure of PHI, even if the impermissible use or disclosure does not constitute a Breach. Business Associate shall draft and carry out a plan of corrective action to address any incident of impermissible use or disclosure of PHI. If requested by Covered Entity, Business Associate shall make its mitigation and corrective

action plans available to Covered Entity.

7. Providing Notice of Breaches.

7.1 If Covered Entity determines that an impermissible acquisition, access, use or disclosure of PHI for which one of Business Associate's employees or agents was responsible constitutes a Breach as defined in 45 CFR §164.402, and if requested by Covered Entity, Business Associate shall provide notice to the individuals whose PHI was the subject of the Breach. When requested to provide notice, Business Associate shall consult with Covered Entity about the timeliness, content and method of notice, and shall receive Covered Entity's approval concerning these elements. The cost of notice and related remedies shall be borne by Business Associate.

7.2 The notice to affected individuals shall be provided as soon as reasonably possible and in no case later than 60 calendar days after Business Associate reported the Breach to Covered Entity.

7.3 The notice to affected individuals shall be written in plain language and shall include, to the extent possible, 1) a brief description of what happened, 2) a description of the types of Unsecured PHI that were involved in the Breach, 3) any steps individuals can take to protect themselves from potential harm resulting from the Breach, 4) a brief description of what the Business associate is doing to investigate the Breach, to mitigate harm to individuals and to protect against further Breaches, and 5) contact procedures for individuals to ask questions or obtain additional information, as set forth in 45 CFR §164.404(c).

7.4 Business Associate shall notify individuals of Breaches as specified in 45 CFR §164.404(d) (methods of individual notice). In addition, when a Breach involves more than 500 residents of Vermont, Business associate shall, if requested by Covered Entity, notify prominent media outlets serving Vermont, following the requirements set forth in 45 CFR §164.406.

8. Agreements by Third Parties. Business Associate shall ensure that any agent (including a subcontractor) to whom it provides PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity agrees in a written agreement to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such PHI. For example, the written contract must include those restrictions and conditions set forth in Section 14. Business Associate must enter into the written agreement before any use or disclosure of PHI by such agent. The written agreement must identify Covered Entity as a direct and intended third party beneficiary with the right to enforce any breach of the agreement concerning the use or disclosure of PHI. Business Associate shall provide a copy of the written agreement to Covered Entity upon request. Business Associate may not make any disclosure of PHI to any agent without the prior written consent of Covered Entity.

9. Access to PHI. Business Associate shall provide access to PHI in a Designated Record Set to Covered Entity or as directed by Covered Entity to an Individual to meet the requirements under 45 CFR 164.524. Business Associate shall provide such access in the time and manner reasonably designated by Covered Entity. Within three (3) business days, Business Associate shall forward to Covered Entity for handling any request for access to PHI that Business Associate directly receives from an Individual.

10. Amendment of PHI. Business Associate shall make any amendments to PHI in a Designated

Record Set that Covered Entity directs or agrees to pursuant to 45 CFR 164.526, whether at the request of Covered Entity or an Individual. Business Associate shall make such amendments in the time and manner reasonably designated by Covered Entity. Within three (3) business days, Business Associate shall forward to Covered Entity for handling any request for amendment to PHI that Business Associate directly receives from an Individual.

11. Accounting of Disclosures: Business Associate shall document disclosures of PHI and all information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528. Business Associate shall provide such information to Covered Entity or as directed by Covered Entity to an Individual, to permit Covered Entity to respond to an accounting request. Business Associate shall provide such information in the time and manner reasonably designated by Covered Entity. Within three (3) business days, Business Associate shall forward to Covered Entity for handling any accounting request that Business Associate directly receives from an Individual.

12. Books and Records. Subject to the attorney-client and other applicable legal privileges, Business Associate shall make its internal practices, books, and records (including policies and procedures and PHI) relating to the use and disclosure of PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity available to the Secretary in the time and manner designated by the Secretary. Business Associate shall make the same information available to Covered Entity (without regard to the attorney-client or other applicable legal privileges) upon Covered Entity's request in the time and manner reasonably designated by Covered Entity so that Covered Entity may determine whether Business Associate is in compliance with this Agreement.

13. Termination.

13.1 This Agreement commences on the Effective Date and shall remain in effect until terminated by Covered Entity or until all of the PHI provided by Covered Entity to Business Associate or created or received by Business Associate on behalf of Covered Entity is destroyed or returned to Covered Entity subject to Section 17.7.

13.2 If Business Associate breaches any material term of this Agreement, Covered Entity may either: (a) provide an opportunity for Business Associate to cure the breach and Covered Entity may terminate this Contract without liability or penalty if Business Associate does not cure the breach within the time specified by Covered Entity; or (b) immediately terminate this Contract without liability or penalty if Covered Entity believes that cure is not reasonably possible; or (c) if neither termination nor cure are feasible, Covered Entity shall report the breach to the Secretary. Covered Entity has the right to seek to cure any breach by Business Associate and this right, regardless of whether Covered Entity cures such breach, does not lessen any right or remedy available to Covered Entity at law, in equity, or under this Contract, nor does it lessen Business Associate's responsibility for such breach or its duty to cure such breach.

14. Return/Destruction of PHI.

14.1 Business Associate in connection with the expiration or termination of this Contract shall return or destroy, at the discretion of the Covered Entity, all PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity pursuant to this Contract that Business Associate still maintains in any form or medium (including

electronic) within thirty (30) days after such expiration or termination. Business Associate shall not retain any copies of the PHI. Business Associate shall certify in writing for Covered Entity (1) when all PHI has been returned or destroyed and (2) that Business Associate does not continue to maintain any PHI. Business Associate is to provide this certification during this thirty (30) day period.

14.2 Business Associate shall provide to Covered Entity notification of any conditions that Business Associate believes make the return or destruction of PHI infeasible. If Covered Entity agrees that return or destruction is infeasible, Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible for so long as Business Associate maintains such PHI.

15. Penalties and Training. Business Associate understands that: (a) there may be civil or criminal penalties for misuse or misappropriation of PHI and (b) violations of this Agreement may result in notification by Covered Entity to law enforcement officials and regulatory, accreditation, and licensure organizations. If requested by Covered Entity, Business Associate shall participate in training regarding the use, confidentiality, and security of PHI.

16. Security Rule Obligations. The following provisions of this Section apply to the extent that Business Associate creates, receives, maintains or transmits Electronic PHI on behalf of Covered Entity.

16.1 Business Associate shall implement and use administrative, physical, and technical safeguards in compliance with 45 CFR sections 164.308, 164.310, and 164.312 with respect to the Electronic PHI that it creates, receives, maintains or transmits on behalf of Covered Entity. Business Associate shall identify in writing upon request from Covered Entity all of the safeguards that it uses to protect such Electronic PHI.

16.2 Business Associate shall ensure that any agent (including a subcontractor) to whom it provides Electronic PHI agrees in a written agreement to implement and use administrative, physical, and technical safeguards that reasonably and appropriately protect the Confidentiality, Integrity and Availability of the Electronic PHI. Business Associate must enter into this written agreement before any use or disclosure of Electronic PHI by such agent. The written agreement must identify Covered Entity as a direct and intended third party beneficiary with the right to enforce any breach of the agreement concerning the use or disclosure of Electronic PHI. Business Associate shall provide a copy of the written agreement to Covered Entity upon request. Business Associate may not make any disclosure of Electronic PHI to any agent without the prior written consent of Covered Entity.

16.3 Business Associate shall report in writing to Covered Entity any Security Incident pertaining to such Electronic PHI (whether involving Business Associate or an agent, including a subcontractor). Business Associate shall provide this written report as soon as it becomes aware of any such Security Incident, and in no case later than three (3) business days after it becomes aware of the incident. Business Associate shall provide Covered Entity with the information necessary for Covered Entity to investigate any such Security Incident.

16.4 Business Associate shall comply with any reasonable policies and procedures Covered Entity implements to obtain compliance under the Security Rule.

17. Miscellaneous.

17.1 In the event of any conflict or inconsistency between the terms of this Agreement and the terms of the Contract, the terms of this Agreement shall govern with respect to its subject matter. Otherwise the terms of the Contract continue in effect.

17.2 Business Associate shall cooperate with Covered Entity to amend this Agreement from time to time as is necessary for Covered Entity to comply with the Privacy Rule, the Security Rule, or any other standards promulgated under HIPAA.

17.3 Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy Rule, Security Rule, or any other standards promulgated under HIPAA.

17.4 In addition to applicable Vermont law, the parties shall rely on applicable federal law (e.g., HIPAA, the Privacy Rule and Security Rule) in construing the meaning and effect of this Agreement.

17.5 As between Business Associate and Covered Entity, Covered Entity owns all PHI provided by Covered Entity to Business Associate or created or received by Business Associate on behalf of Covered Entity.

17.6 Business Associate shall abide by the terms and conditions of this Agreement with respect to all PHI it receives from Covered Entity or creates or receives on behalf of Covered Entity under this Contract even if some of that information relates to specific services for which Business Associate may not be a "Business Associate" of Covered Entity under the Privacy Rule.

17.7 The provisions of this Agreement that by their terms encompass continuing rights or responsibilities shall survive the expiration or termination of this Agreement. For example: (a) the provisions of this Agreement shall continue to apply if Covered Entity determines that it would be infeasible for Business Associate to return or destroy PHI as provided in Section 14.2 and (b) the obligation of Business Associate to provide an accounting of disclosures as set forth in Section 11 survives the expiration or termination of this Agreement with respect to accounting requests, if any, made after such expiration or termination.

ATTACHMENT F
AGENCY OF HUMAN SERVICES CUSTOMARY PROVISIONS

1. **Agency of Human Services – Field Services Directors** will share oversight with the department (or field office) that is a party to the grant for provider performance using outcomes, processes, terms and conditions agreed to under this grant.

2. **2-1-1 Data Base:** The Grantee providing a health or human services within Vermont, or near the border that is readily accessible to residents of Vermont, will provide relevant descriptive information regarding its agency, programs and/or contact and will adhere to the "Inclusion/Exclusion" policy of Vermont's 2-1-1. If included, the Grantee will provide accurate and up to date information to their data base as needed. The "Inclusion/Exclusion" policy can be found at www.vermont211.org

3. **Medicaid Program Grantees**:

   Inspection of Records: Any grants accessing payments for services through the Global Commitment to Health Waiver and Vermont Medicaid program must fulfill state and federal legal requirements to enable the Agency of Human Services (AHS), the United States Department of Health and Human Services (DHHS) and the Government Accounting Office (GAO) to:

   Evaluate through inspection or other means the quality, appropriateness, and timeliness of services performed; and Inspect and audit any financial records of such Grantee or subgrantee.

   Subcontracting for Medicaid Services: Having a subcontract does not terminate the Grantee, receiving funds under Vermont's Medicaid program, from its responsibility to ensure that all activities under this agreement are carried out. Subcontracts must specify the activities and reporting responsibilities of the Grantee or subgrantee and provide for revoking delegation or imposing other sanctions if the Grantee or subgrantee's performance is inadequate. The Grantee agrees to make available upon request to the Agency of Human Services; the Department of Vermont Health Access; the Department of Disabilities, Aging and Independent Living; and the Center for Medicare and Medicaid Services (CMS) all grants and subgrants between the Grantee and service providers.

   Medicaid Notification of Termination Requirements: Any Grantee accessing payments for services under the Global Commitment to Health Waiver and Medicaid programs who terminates their practice will follow the Department of Vermont Health Access, Managed Care Organization enrollee notification requirements.

   Encounter Data: Any Grantee accessing payments for services through the Global Commitment to Health Waiver and Vermont Medicaid programs must provide encounter data to the Agency of Human Services and/or its departments and ensure that it can be linked to enrollee eligibility files maintained by the State.

4. **Non-discrimination Based on National Origin as evidenced by Limited English Proficiency**. The Grantee agrees to comply with the non-discrimination requirements of Title VI of the Civil Rights Act of 1964, 42 USC Section 2000d, et seq., and with the federal guidelines promulgated pursuant to Executive Order 13166 of 2000, which require that Grantees and subgrantees receiving federal funds must assure that persons with limited English proficiency can meaningfully access services. To the extent the Grantee provides assistance to individuals with limited English proficiency through the use of oral or written translation or interpretive services in compliance with

this requirement, such individuals cannot be required to pay for such services.

5. **Voter Registration**. When designated by the Secretary of State, the Grantee agrees to become a voter registration agency as defined by 17 V.S.A. §2103 (41), and to comply with the requirements of state and federal law pertaining to such agencies.

6. **Drug Free Workplace Act.** The Grantee will assure a drug-free workplace in accordance with 45 CFR Part 76.

7. **Privacy and Security Standards.**

   Protected Health Information: The Grantee shall maintain the privacy and security of all individually identifiable health information acquired by or provided to it as a part of the performance of this grant. The Grantee shall follow federal and state law relating to privacy and security of individually identifiable health information as applicable, including the Health Insurance Portability and Accountability Act (HIPAA) and its federal regulations.

   Substance Abuse Treatment Information: The confidentiality of any alcohol and drug abuse treatment information acquired by or provided to the Grantee or subgrantee shall be maintained in compliance with any applicable state or federal laws or regulations and specifically set out in 42 CFR Part 2.

   Other Confidential Consumer Information: The Grantee agrees to comply with the requirements of AHS Rule No. 08-048 concerning access to information. The Grantee agrees to comply with any applicable Vermont State Statute, including but not limited to 12 VSA §1612 and any applicable Board of Health confidentiality regulations. The Grantee shall ensure that all of its employees and subgrantees performing services under this agreement understand the sensitive nature of the information that they may have access to and sign an affirmation of understanding regarding the information's confidential and non-public nature.

   Social Security numbers: The Grantee agrees to comply with all applicable Vermont State Statutes to assure protection and security of personal information, including protection from identity theft as outlined in Title 9, Vermont Statutes Annotated, Ch. 62.

8. **Abuse Registry.** The Grantee agrees not to employ any individual, use any volunteer, or otherwise provide reimbursement to any individual in the performance of services connected with this agreement, who provides care, custody, treatment, transportation, or supervision to children or vulnerable adults if there is a substantiation of abuse or neglect or exploitation against that individual. The Grantee will check the Adult Abuse Registry in the Department of Disabilities, Aging and Independent Living. Unless the Grantee holds a valid child care license or registration from the Division of Child Development, Department for Children and Families, the Grantee shall also check the Central Child Abuse Registry. (See 33 V.S.A. §4919(a)(3) & 33 V.S.A. §6911 (c)(3)).

9. **Reporting of Abuse, Neglect, or Exploitation.** Consistent with provisions of 33 V.S.A. §4913(a) and §6903, any agent or employee of a Grantee who, in the performance of services connected with this agreement, has contact with clients or is a caregiver and who has reasonable cause to believe that a child or vulnerable adult has been abused or neglected as defined in Chapter 49 or abused, neglected, or exploited as defined in Chapter 69 of Title 33 V.S.A. shall make a report involving children to the Commissioner of the Department for Children and Families within 24 hours or a report involving vulnerable adults to the Division of Licensing and Protection at the Department of Disabilities, Aging, and Independent Living within 48 hours. This requirement applies except in those instances where particular roles and functions are exempt from reporting under state and

federal law. Reports involving children shall contain the information required by 33 V.S.A. §4914. Reports involving vulnerable adults shall contain the information required by 33 V.S.A. §6904. The Grantee will ensure that its agents or employees receive training on the reporting of abuse or neglect to children and abuse, neglect or exploitation of vulnerable adults.

10. **Intellectual Property/Work Product Ownership.** All data, technical information, materials first gathered, originated, developed, prepared, or obtained as a condition of this agreement and used in the performance of this agreement - including, but not limited to all reports, surveys, plans, charts, literature, brochures, mailings, recordings (video or audio), pictures, drawings, analyses, graphic representations, software computer programs and accompanying documentation and printouts, notes and memoranda, written procedures and documents, which are prepared for or obtained specifically for this agreement - or are a result of the services required under this grant - shall be considered "work for hire" and remain the property of the State of Vermont, regardless of the state of completion - unless otherwise specified in this agreement. Such items shall be delivered to the State of Vermont upon 30 days notice by the State. With respect to software computer programs and / or source codes first developed for the State, all the work shall be considered "work for hire," i.e., the State, not the Grantee or subgrantee, shall have full and complete ownership of all software computer programs, documentation and/or source codes developed.

    The Grantee shall not sell or copyright a work product or item produced under this agreement without explicit permission from the State.

    If the Grantee is operating a system or application on behalf of the State of Vermont, then the Grantee shall not make information entered into the system or application available for uses by any other party than the State of Vermont, without prior authorization by the State. Nothing herein shall entitle the State to pre-existing Grantee's materials.

11. **Security and Data Transfers.** The State shall work with the Grantee to ensure compliance with all applicable State and Agency of Human Services' policies and standards, especially those related to privacy and security. The State will advise the Grantee of any new policies, procedures, or protocols developed during the term of this agreement as they are issued and will work with the Grantee to implement any required.

    The Grantee will ensure the physical and data security associated with computer equipment - including desktops, notebooks, and other portable devices - used in connection with this agreement. The Grantee will also assure that any media or mechanism used to store or transfer data to or from the State includes industry standard security mechanisms such as continually up-to-date malware protection and encryption. The Grantee will make every reasonable effort to ensure media or data files transferred to the State are virus and spyware free. At the conclusion of this agreement and after successful delivery of the data to the State, the Grantee shall securely delete data (including archival backups) from the Grantee's equipment that contains individually identifiable records, in accordance with standards adopted by the Agency of Human Services.

12. **Computing and Communication:** The Grantee shall select, in consultation with the Agency of Human Services' Information Technology unit, one of the approved methods for secure access to the State's systems and data, if required. Approved methods are based on the type of work performed by the Grantee as part of this agreement. Options include, but are not limited to:

    1. Grantee's provision of certified computing equipment, peripherals and mobile devices, on a separate Grantee's network with separate internet access. The Agency of Human Services' accounts may or may not be provided.

2. State supplied and managed equipment and accounts to access state applications and data, including State issued active directory accounts and application specific accounts, which follow the National Institutes of Standards and Technology (NIST) security and the Health Insurance Portability & Accountability Act (HIPAA) standards.

The State will not supply e-mail accounts to the Grantee.

13. **Lobbying.** No federal funds under this agreement may be used to influence or attempt to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, continuation, renewal, amendments other than federal appropriated funds.

14. **Non–discrimination.** The Grantee will prohibit discrimination on the basis of age under the Age Discrimination Act of 1975, on the basis of handicap under section 504 of the Rehabilitation Act of 1973, on the basis of sex under Title IX of the Education Amendments of 1972, or on the basis of race, color or national origin under Title VI of the Civil Rights Act of 1964. No person shall on the grounds of sex (including, in the case of a woman, on the grounds that the woman is pregnant) or on the grounds of religion, be excluded from participation in, be denied the benefits of, or be subjected to discrimination, to include sexual harassment, under any program or activity supported by state and/or federal funds.

15. **Environmental Tobacco Smoke.** Public Law 103-227, also known as the Pro-children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, child care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through state or local governments, by federal grant, contract, loan or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such Federal funds.

The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where Women, Infants, & Children (WIC) coupons are redeemed.

Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

Grantees are prohibited from promoting the use of tobacco products for all clients. Facilities supported by state and federal funds are prohibited from making tobacco products available to minors.

Attachment F- Revised AHS 12/08/09