AMENDMENT

It is agreed by and between the State of Vermont, Agency of Human Services, **Department of Vermont Health Access** (hereinafter called "State") and **Northwestern Medical Center** (hereinafter called "Grantee") that the grant agreement between the State and Grantee for the Blueprint for Health, dated July 1, 2010 is hereby amended as follows:

By deleting on page 1 of 13, Item # 3 (Maximum Amount) and substituting in lieu of thereof the following:

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, at sum not exceed **$195,000.00**.

By deleting on page 3 of 13, Attachment A (Specifications of Work to be Performed) and substituting in lieu of therof the following:

ATTACHMENT A

SPECIFICATIONS OF WORK TO BE PERFORMED

GENERAL PURPOSE STATEMENT

Overview

Vermont's 2010 Health Care Reform legislation (Act 128) states, "The Commissioner of Vermont Health Access shall expand the Blueprint for Health as described in chapter 13 of Title 18 to at least two primary care practices in each hospital services area no later than July 1, 2011, and statewide to primary care practices who wish to participate no later than October 1, 2013." Further, "No later than July 1, 2011, hospitals shall participate in the Blueprint for Health by creating or maintaining connectivity to the state's health information exchange network as provided for in this section and in section 9456 of this title."

In this grant cycle, subrecipients will be supported in the transition toward becoming a Blueprint Multi-payer Advanced Primary Care Practice (MAPCP) model community. This spectrum consists of three possible levels of development as outlined below and HSAs will move along the spectrum during this grant cycle:

Phase I: Establishing 2 local planning work groups for a) Clinical planning including Community Health Team (CHT) structure and preparation for practices to be scored as APCPs, and b) Information Technology readiness. Implementation will start during this phase.

Phase II: NCQA PPC-PCMH scoring by VCHIP, signing of Business Associate Agreements (BAA) with VITL/VHIE and DocSite as appropriate, initial work on IT, and building of CHT infrastructure

starting with care coordination and practice transformation. Movement toward MAPCP model will be supported and must be demonstrated as outlined in Act 128 rules and as described in this document.

Phase III: NCQA PPC-PCMH recognition, full CHT operations, effective use of the Blueprint Registry (DocSite) and full payment reform. Achievement of MAPCP model criteria demonstrating compliance with Act 128 rules and as described in this document.

Many subrecipients will be engaged in activities that cross Phases of MAPCP development. In all 3 Phases, subrecipients are required to cooperate with the Quality Improvement efforts and the Blueprint Evaluation (described in the Evaluation section of this document).

In all phases, subrecipient must involve willing local independent, hospital-owned and parent organization owned practices in Blueprint planning efforts. In addition, Subrecipient must demonstrate active involvement of all willing local independent, hospital-owned and parent organization owned practices in these efforts and activities.

SPECIFICATION OF WORK TO BE PERFORMED AND PERFORMANCE STANDARDS

As of October 1, 2010, Northwestern Medical Center HSA is in Phase 1 of MAPCP development and will be moving into activities of Phase II as the grant year progresses.

No funds can be drawn from this grant until the subrecipient has submitted revised work plan, which has been approved by the Blueprint Associate Director. The approved work plan is due within 30 days of the final execution of this grant amendment.

Project Management (Phases I, II and III)

- Subrecipient shall identify the Project Manager, submit a copy of the Project Manager's resume, and indicate the proportion of a full time equivalent position to be dedicated. If no Project Manager has yet been identified, a plan for hiring must be submitted.
- Project Managers are expected to work collaboratively with the Blueprint leadership and team. Regularly scheduled meetings include but are not limited to monthly conference calls and quarterly in-person meetings. Project Managers may also be asked to attend periodic events including local site visits, the Blueprint Annual Conference and/or other ad hoc meetings.
- The local Blueprint Project Manager or designee will participate in the Expansion Design and Evaluation Committee and the Payer Implementation Work Group.
- The Project Manager will be the primary local contact responsible for overseeing all components of the grant.
- The Project Manager should have sufficient time allotted by the HSA grant recipient to effectively coordinate these activities. The Blueprint expects that a Project Manager should be at least 0.5 FTE.

Phase I

The Project Manager must convene 2 planning groups, one for Clinical Planning and one for IT implementation. Efforts should be made early on to include a group of primary care practices (independent as well as hospital- or parent organization-owned) that demonstrate a clear interest in being part of the MAPCP model. Meeting minutes regarding these meeting should include the names of the attendees as well as the constituencies they represent. Efforts should also be made early on to include pediatric as well as adult primary care practices. Membership of these groups should include, but is not limited to:

- clinicians and staff from primary care practices (independent and hospital or parent organization affiliated). Project Managers must solicit participation in the Clinical Planning Group, from non-hospital or parent organization-owned, community/independent practices
- hospital administrators and staff
- clinical and IT leadership
- medical and non-medical providers from community service organizations
- behavioral health providers
- public health leadership from VDH local district offices
- consumer representative(s).

Clinical Planning Group

The Project Manager shall convene a planning group for planning or expanding coordinated health services (medical and non-medical) and the development of a local Community Health Team (CHT). This multi-stakeholder group will use existing assessments of the community's resources and needs to determine the appropriate composition of the CHT team (with a planned ratio of 5 FTEs per general population of 20,000), and strategies for well coordinated health services. (The general population is defined as the number of unique individuals seen by the primary care practice in the last 2 years.) Members should include:

- clinicians and staff from primary care practices
- hospital administrative
- clinical and IT leadership
- medical and non-medical providers from community service organizations
- behavioral health providers
- public health leadership from VDH local district offices
- consumer representatives.

Information Technology Planning Group

The local clinical organizations (hospital, individual potential APCPs, parent practice organizations such as FQHC, PHO, etc) must designate representatives to this group to start the process of a needs assessment to be done in collaboration with Vermont Information Technology Leaders (VITL) and DocSite and other aspects of the planning and implementation in order to ultimately connect to both the Blueprint Registry and the Vermont Health Information Exchange. Meeting minutes regarding these meeting should include the names of the attendees as well as the facility they represent.

Healthier Living Workshops (HLW) Phases I, II and III

Staffing:

Healthier Living Workshop (HLW) Regional Coordinator: Subrecipient must designate a local regional coordinator to oversee the local planning, coordination and implementation of the Healthier Living Workshops. Regional coordinators are expected to participate in regular conference calls and one in person meeting annually with the Blueprint team. The regional coordinator will be the primary local contact responsible for overseeing the program.

1. HSA's are asked to continue to build their infrastructure and capacity by:

a) Faculty retention

- Ensure master trainers lead a leader training at least once every 12 months to maintain their certification.
- Host local leaders meetings on a regular basis
- Follow-up with inactive leaders
- Notify the Blueprint of any changes in the status of HLW leaders
- Facilitate leaders attending any statewide leader events hosted by the Blueprint for Health

b) Program Effectiveness

- Review HLW evaluations and develop an action plan to address areas that can be improved by the regional coordinator related to the logistics of the workshop.
- Review program evaluations with leader pairs following each workshop, developing an action plan with the leaders to address any areas for improvement related to workshop facilitation and fidelity.
- Plan and coordinate audits. To maintain certification each leader will need to have at least one class they teach audited by an approved auditor every 2 years. Audit forms must be sent to the Blueprint within 5 business days of the audit.

c) Partnership - Collaboration with the Area Agency on Aging (AAA) and community partners to enhance capacity, including:

- Meeting at least twice annually with the AAA and DVHA District Office to review process and evaluation data and from that data to develop a plan to address any issues identified or to improve the implementation of the program.
- Assisting the AAA in assessing the effectiveness of marketing materials to reach older adults
- Working with the AAA to identify new sites to offer the program that best meet the needs of older adults
- Working with the AAA to connect clients to resources to overcome individual or group barriers to attending the program such as transportation and respite care.

2. HSA will coordinate the logistics to host 4-6 HLW, HLW-Diabetes, or HLW-pain.

a) Workshops

Subrecipient should plan to:

- Implement 4-6 workshops annually (a combination of HLW, HLW-diabetes, or HLW- Pain)
- Schedule and coordinate all leader and facilities logistics for workshops.
- Pay all leader stipends and expenses.

- Purchase course materials from publisher or other commercial source
- Participate in the HLW statewide program evaluation, submitting required information and reporting forms as specified and supplied by the State within the specific time frames outlined by the State including:
  - Workshop scheduling forms are due electronically as soon as a workshop is scheduled.
  - Notify the Blueprint of any workshops that are cancelled and why it is cancelled, as soon as possible.
  - The initial Attendance sheet with registration information and first session attendance and hard copy PAMS are due no later than 5 business days after the first of the six sessions in a Healthier Living Workshop.
  - Completed final Attendance forms and Healthier Living Workshop Evaluation Forms are due no later than 5 business days after the last of the six sessions in a Healthier Living Workshop. Special attention should be given to capture the names of everyone who registers for a workshop, the dates that they attend, the reason participants miss a class and the reason(s) a person decides not to attend or to drop out.

b) Participant Recruitment: Employ low cost effective marketing strategies to recruit at least 12 participants per workshop (minimum attendance goal for HLW is 10 people). Sub-recipients should:

- Integrate HLW marketing into existing community outreach and marketing efforts of the hospital and affiliated organizations including working with the diabetes education and tobacco cessation programs.
- Outreach to health care providers throughout the region to refer patients to HLW.
- Develop or incorporate HLW referrals into existing health care provider referral systems such as diabetes education and tobacco cessation.
- Work with the Federally Qualified Healthcare Centers in the region to refer patients to HLW or to host workshops.
- Recruit State employees to participate in HLW working with the Summit Center and Blueprint staff.
- Assure local capacity to accept referrals to HLW's for Catamount Health, Medicaid, and State employees as outlined in Act 71.
- Monitor the source of referrals (including provider referrals) based on outreach efforts to evaluate strategies and success; and guide revision of outreach efforts.

Phase II

NCQA PPC-PCMH

Phase II begins when the work of the Clinical and IT planning groups have provided clear direction regarding the process the HSA will use to achieve official recognition through the National Committee for Quality Assurance (NCQA) Physician Practice Connections – Patient Centered Medical Home (PPC-PCMH). Practices are required to allow a University of Vermont (UVM) Vermont Child Health Improvement Program (VCHIP) team to score them and submit application materials to NCQA for official review and recognition. (Practices are responsible for the cost of the NCQA validation. Practices are not responsible for the costs of the UVM team's work). This provides a consistent and objective assessment of each practice to determine if they have operations and policies in place related to

- Access & Communication

- Patient Tracking & Registry Functions
- Care Management
- Self Management Support
- Electronic Prescribing
- Test Tracking
- Referral Tracking
- Performance Reporting & Improvement
- Advanced Electronic Communications.

Information Technology

Practices, practice parent organizations and hospitals will have a plan including timelines, to work collaboratively with Vermont Information Technology Leaders (VITL) and DocSite staff to assess the local information technology capacity. During Phase II work must be underway to:

- populate the Blueprint Registry by passing data through the VITL Health Information Exchange network.
- Specific actions taken to map Blueprint core data dictionary elements with locally used EMRs and hospital information systems
- update EMR templates based on the core data dictionary
- establish interfaces with the VITL HIE network must be described
- documentation of signed Business Associate Agreements with VITL/VHIE and DocSite as indicated

VITL project management will work closely with key contacts in practices, parent organizations and hospitals to support this work. The goal is an architecture that allows clinicians to use the clinical tracking system of their choice (e.g. EMR, registry) for patient care, care coordination, population management, and performance reporting, while populating the Blueprint registry with core data elements. The registry will be available to participants to support: individual patient care; population management and outreach; performance reporting; and, quality improvement efforts. Practice and hospital personnel involved in this must be trained in use of structured data entry in the system of their choice and use of the Blueprint Registry for panel and population management, reporting and outreach. Subrecipients must provide plans for and progress reports on this activity.

Community Health Team

The Subrecipient will start to build the Community Health Team (CHT) in this Phase with direction from the Project Manager and the local Clinical Planning Workgroup. The ultimate size of the CHT will be determined based on the cumulative population (active case load) served by participating practices at a ratio of 5 FTEs per 20,000 patients. Initially in this Phase, the HSA grant will support at least a care coordinator until multi-insurer payment reforms take over and support the full CHT. As multi-insurer payments are received for CHT costs once practices become NCQA PPC-PCMH certified, grant funds will no longer be available for the care coordinator position. Local, multi-disciplinary core CHTs support practices and patients with direct and barrier free access to

- care coordination
- managing referrals and interactions with specialty care

- multi-modal strategies to facilitate transition from acute care to the primary care setting
- education related to health conditions
- treatments, and lifestyle changes
- assistance with planning self management goals and tracking progress
- counseling for behavioral, mental health, and substance abuse issues
- connections to social, economic, and other community support services.

In addition to individual support, the core CHT helps practices with population management by pulling reports, conducting outreach, and facilitating follow-up and assessments for targeted populations. Patients are connected to services such as applying for insurance, securing housing and transportation, seeking economic assistance, assistance in purchasing and managing medication, accessing physical activity resources and nutritional counseling, and enrolling in self-management programs. Transitions from the hospital setting to the primary care/CHT are of particular interest to
the Blueprint. Prompt/close phone and in-person follow-up are to be a priority of the care coordinator. A Public Health Chronic Disease Prevention Specialist based at the local Vermont Department of Health District Office must be on the CHT, working to identify local priorities and opportunities for evidence based prevention programs.

CHT members shall meet regularly with providers and staff to identify: targeted populations; opportunities for improvement; plan care coordination strategies; and, assure a team based approach across independent practices and organizations. Weekly meetings are recommended, but schedules will need to be flexible. The CHT is required to document their activities in a manner that populates the elements in the DocSite CHT Visit Planner. Subrecipient must provide documentation of CHT planning and activities.

Clinical Transformation

Subrecipients must work collaboratively as part of the Expansion and Quality Improvement Program (EQuIP). This will include working with trained Blueprint Practice Facilitators and trained local QI Coaches to support ongoing data guided quality improvement and refinement of the program, with the ultimate goal of assuring ready access to well coordinated health services for patients. The EQuIP facilitators will support and assist primary care practices in implementing and managing process transformation including:

- NCQA recognition as patient centered medical homes
- improving access to the primary care practice
- well coordinated services and care transitions
- meaningful use of information technology systems such as registries (DocSite) and portals to improve patient care
- integration of self-management support, shared decision making, and planned care visits
- redefining roles and establishing team-based care
- seamlessly connecting with community resources and specialty referrals.

Practice Facilitation

As part of this grant amendment, Northwestern Medical Center will provide a full-time (40 hours per week), quality improvement facilitation for 10 to 15 primary care practices.

Facilitators will coach primary care practices in implementing and managing process transformation including NCQA recognition as patient centered medical homes; meaningful use of information technology systems such as registries (DocSite) and portals to improve patient care; integration of self-management support, shared decision making, and planned care visits; redefining roles and establishing team-based care; and seamlessly connecting with community resources and specialty referrals.

The Facilitator acts as a consultant to primary care practices to assist multi-disciplinary teams to:

- Improve delivery of preventive care
- Improve health care for people with chronic diseases
- Improve access to care and office efficiency
- Increase the effective use of interdisciplinary teams
- Increase innovative use of information technology systems and data
- Increase the emphasis on patient-centered care

Practice facilitation work will include:

- Fostering practice teams' ownership of improving patient care and practice transformation with inclusion of patients in the process directly
- Training practice teams in conducting PDSA cycles/model for improvement and measurement of resulting change
- Assisting practices in establishing sequences and timelines for transformation initiatives
- Helping practices strategically implement changes and evaluate outcomes, facilitating communication around evolving roles and relationships.
- Identifying skills based training needs and work with the Blueprint for Health to ensure training occurs
- Providing support for meaningful use of the centralized patient registry (DocSite) and IT infrastructure

The facilitator will work with the primary care practices specified by the Blueprint. Facilitator will coordinate meetings, prepare and present training materials for individuals or groups, manage logistics of local training for staff in primary care practices, and prepare reports, displays, or other materials. Facilitators will be required to participate in and travel to Blueprint sponsored trainings and events. Much of the work will be done on-site at the designated practices. Facilitator will participate in weekly individual, bi-weekly group, and other ad-hoc conference calls or meetings with Blueprint staff and other practice facilitators.

Progress reports, copies of meeting minutes, and prepared written materials that have been developed, will be provided by the practice facilitator to the Blueprint every two weeks. Performance will be measured based on the outcomes in the progress reports, NCQA PPC-PCMH scoring of the primary care practices and through the formal Blueprint evaluation of program outcomes (e.g. chart reviews, qualitative interviews, etc). Satisfactory performance will be determined by progress of the 10 to 15 practices with whom the facilitator works to become advanced primary care practices.

The facilitator will need to demonstrate proficiency and use of:

- Centralized patient registry (DocSite) for panel management and outreach
- Change theory such as Clinical Microsystems to adapt clinical flow to improve patient centered care

Grantee's/Contractor's Email Address:	mjarvis@nmcinc.org	**Phone: 524-8435**
	TOTAL GRANT/CONTRACT BUDGET	**In-Kind**
PERSONNEL		
Salaries and Benefits		
Project Manager	$ 80,000.00	$ 24,000.00
Facilitator	$ 80,000.00	$ 24,000.00
HLW Coordinator	$ 1,750.00	
Chronic Care Coordinator	$ 25,000.00	
Sub Grantee/Sub Contractors		
List		
Other		
Healthier Living Lay Leader	$ 3,000.00	
Total Personnel		
OPERATING		
Advertising/Marketing		$ 5,000.00
Training		$ 2,000.00
Travel	$ 750.00	$ 1,000.00
Postage	$ 750.00	$ 1,000.00
Supplies/Materials	$ 3,750.00	$ 2,000.00
Printing		$ 4,000.00
Other		
Total Operating	$ 195,000.00	$ 63,000.00

By deleting on page 4 of 13, Attachment B (Payment Provisions), and substituting in lieu there of the following:

ATTACHMENT B - PAYMENT PROVISIONS

The State will pay Subrecipient the sum not to exceed $195,000.00.00. This amount will be paid in the following manor:

A final financial report will be due no later than 30 days after the end date of the Grant. The final financial report will report actual approved expenditures against payments received.

- Patient centered care including, but not limited to, shared decision making, self-management support, and family wellness coaching
- NCQA PPC-PCMH scoring

The work of the project facilitators will be evaluated by the Blueprint Associate director. The Blueprint Associate Director, may with fair notice and justification, revoke approval of designated personnel and ask that the subrecipient designate a new person or modify their work plan and budget to eliminate the work plan and funding for practice facilitation within their grant.

Evaluation

Subrecipients are required to support the Blueprint Evaluation via the following as possible: entry of structured data into the electronic health record of their choosing (e.g. practice and hospital-based electronic health records, Blueprint Registry); support transmission of patient information including

Blueprint core data elements from their electronic health record through the VITL HIE to the Blueprint registry; support the chart review process conducted by VCHIP; support the NCQA PPC-PCMH assessments conducted by VCHIP; support qualitative assessments of program experience conducted by VCHIP; participate in organized quality improvement activities in your HSA that include planning ongoing improvement of the health services model based on review of quality reports produced by centralized data sources (Blueprint registry, Multi-payer database, chart review). As much as is possible, the evaluation will be conducted using data that is collected as part of routine daily clinical operations (EMR to Registry, Hospital to Registry, Multi-payer claims database), or with data that is collected by an independent third party (UVM VCHIP team). Program objectives and evaluation methods will be described in the Blueprint Implementation Guide. Subrecipient should demonstrate the commitment to participate in the Blueprint evaluation efforts and submit all meeting minutes associated with Blueprint activities in your HSA as well as a mid-year financial and program report addressing individual components of this grant.

Available Funding and Financial Match

Funding for local infrastructure and implementation will vary and requires a 25% match as evidence of local commitment to sustaining the Blueprint.

By deleting page 5 of 13, Attachment B (Payment Provisions, Approved Budget) and substituting in lieu thereof, Attachment B, which is included below.

Department of Vermont Health Access
Financial Report Form
Original Budget

Subrecipient Name:	**Northwestern Medical Center**	
Grantee's/Contractor's Contact Person:	**Melissa Jarvis**	

Subrecipient will invoice the Department of Vermont Health Access (DVHA) on a monthly basis, for the previous month's actual and approved expenditures. Monthly invoicing in arrears will continue through the life of the grant. The maximum payable amount under this Grant shall not exceed $195,000.00.

The State will pay invoices of actual expenses upon receipt of the DVHA Financial Report Form with documentation of expenses and all other required reports in Attachment A and Attachment B; when in

receipt of an invoice with supporting documentation articulating actual expenditures for approved activities during the said time period. **The Financial Report Form and the supporting documentation will be sufficiently detailed to allow the reviewed to match invoiced expenses against approved budget line items.**

Subrecipient agrees to provide DVHA all meeting minutes associated with the Blueprint for Health initiative, during the grant time period. Meeting minutes will be sufficiently detailed document movement toward and achievement of deliverables noted in Attachment A. Meeting minutes will include the names of the attendees as well as the facility they represent. Meeting should represent non-hospital/parent owned practices/facilities. **All subrecipients, no matter what phase of development are required to continually involve non-hospital owned/non parent owned practices in ongoing planning efforts**

On or before April 30th 2011, Subrecipient will submit a mid-year report include a financial report (which will report actual approved expenditures against payments received); and, a program report addressing projects in your approved work plan.

A final expenditure report is due no later than 30 days after the end of the grant and will be reconciled to actual costs incurred for the grant term. Any overpayment of expenses will be returned to the State no later than 60 days after the end of the grant term.

All reports related to this grant should be submitted in electronic format. Reports should reference this grant number and be submitted to:

Lisa Dulsky Watkins MD
Department of Vermont Health Access
312 Hurricane Lane
Suite 201
Williston, Vermont 05495-2806
Lisa.Watkins@ahs.state.vt.us

An electronic copy of all reports and a **hard copy of invoices with original signature** should be sent to:

James R. Morgan MSW
Department of Vermont Health Access
312 Hurricane Lane
Suite 201
Williston, Vermont 05495-2806
Jim. Morgan@ahs.state.vt.us

The state reserves the right to withhold part or all of the grant funds if the state does not receive timely documentation of the successful completion of grant deliverables.

By adding Practice Facilitation deliverables to the grant amendment, a Business Associate Agreement is now needed and attached for signature

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 **Northwestern Medical Center** ("Business Associate") as of **October 1, 2010** ("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 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.

This amendment consists of 18 pages. Except as modified by this amendment and any previous amendments, all provisions of this grant (#03410-6101-11) dated July 1, 2010 shall remain unchanged and in full force and effect.

IN WITNESS THEREOF, the parties set forth below agree to execute this Amendment:

STATE OF VERMONT

By:

Susan Besio, Commissioner
Department of Vermont Health Access

Date: 11/3/10

GRANTEE Northwestern Medical Center

By:

Date: 10-29-10

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HEALTH ACCESS