Department of Vermont Health Access
Grants Information Sheet

Name of Grantee: United Health Alliance
Grant Manager: Jim Morgan **Phone:** 802-879-2382
Grant Tracking Number: 03410-6118-11 **SFY:** 2011
Type: **Renewal:** ____ **New:** X **Amendment:** ____
Grant period: **Start Date:** 10/01/10 **End Date:** 9/30/2011

Maximum Amount: $ 140,425.00 **Prior Amount:** ____ **% of Change**

Funding Source: (please enter dollar amount)

SCHIP (CFDA# 93.767)	$ -	Global Commitment: (CFDA# 93.778)	$ 140,425.00	Medicaid: (CFDA# 93.778)	$ -
Special Fund:	$ -	Other Specify Source:	____		

Justification for Agreement: UHI will implement and sustain a Blueprint Integrated Health System for the Blueprint for Health program.

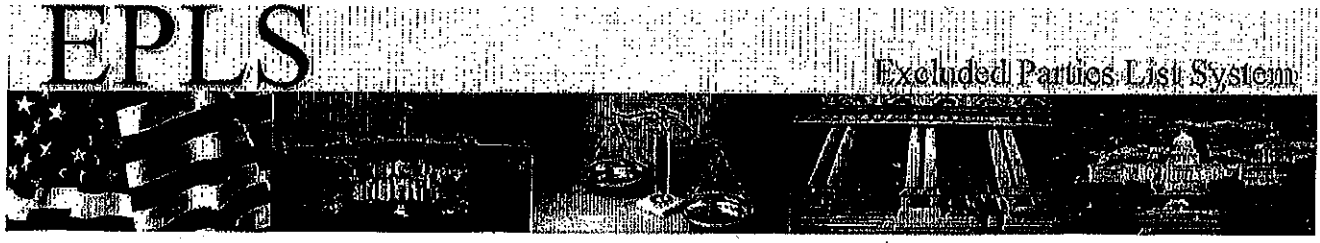
Contents of Grant Award					
	Yes	**No**		**Yes**	**No**
Standard Grant Agreement:	x		Attachment A - Scope of Work to be Performed:	x	
Attachment B - Payment Provisions:	x		Attachment C - Customary State Grant Provisions:	x	
Attachment D – Modifications to Insurance:		x	Attachment E - Business Associate Agreement	x	
Attachment F – AHS Grant Provisions	x		MOU (If Needed)		x
Other (Please Specify)		x	Justification Notification from Unit Leader		x

Routing sign-off: Once division approval is complete for each step please return to OVHA Grants Administrator

	Reviewer	Print Name	Reviewer Initials	In Date	Out Date	Resubmit Date (if necessary)
Division Review						
Administrator Review	Sawyer Joecks	Sawyer Joecks	S.J.	9/28/10	9/28/10	
Business Office Review	Carrie Hathaway/Jill Gould	Jill Gould		9/28/10	9/28/10	
AAG Approval	Seth Steinzor	SJ			9/30/10	
Grantee Signature on Grant	Authorized Grantee Signor	Sawyer Joecks	S.J.		10/18/10	
Director Signature	Susan Besio	Susan W Besio	SWB	10/12/10	10/12/10	

Distribution of Grant Copies:	Grantee:	Business Office:	Grant Manager:

Entered into VISION Subrecipient Grant Tracking System: Initials: ____ Date: ____



Search - Current Exclusions

> Advanced Search
> Multiple Names
> Exact Name and SSN/TIN
> MyEPLS
> Recent Updates
> Browse All Records

View Cause and Treatment Code Descriptions

> Reciprocal Codes
> Procurement Codes
> Nonprocurement Codes

Agency & Acronym Information

> Agency Contacts
> Agency Descriptions
> State/Country Code Descriptions

OFFICIAL GOVERNMENT USE ONLY

> Debar Maintenance
> Administration
> Upload Login

EPLS Search Results

Search Results for Parties Excluded by

Firm, Entity, or Vessel : United Health Alliance
As of 21-Jul-2010 12:03 PM EDT
Save to MyEPLS

Your search returned no results.

Back New Search Printer-Friendly

Resources

> Search Help
> Public User's Manual
> FAQ
> Acronyms
> Privacy Act Provisions
> News

Reports

> Advanced Reports
> Recent Updates
> Dashboard

Archive Search - Past Exclusions

> Advanced Archive Search
> Multiple Names
> Recent Updates
> Browse All Records

Contact Information

> For Help: Federal Service Desk

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 **United Health Alliance** with a principal place of business at Middlebury, Vermont (hereinafter called "Subrecipient"). Subrecipient 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 to implement and sustain a Blueprint Integrated Health System for the Blueprint for Health program. Detailed services to be provided by the Subrecipient are described in Attachment A.

3. Maximum Amount: In consideration of the services to be performed by Subrecipient, the State agrees to pay Subrecipient, in accordance with the payment provisions specified in Attachment B, a sum not to exceed **$140,425.00.**

4. Grant Term: The period of Subrecipient's performance shall begin on **October 1, 2010** and end on **September 30, 2011.**

Source of Funds: Global Commitment to Health 100%

5. CFDA Title: Medical Assistance Program
CFDA Number: 93.778
Award Name: Medicaid Administration
Award Number: 03410-6118-11
Award Year: SFY 2011
Federal Granting Agency: Department of Health and Human Services
Research and Development Grant? No.

original

7. 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 Subrecipient.

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

9. Contact persons: The Subrecipient's contact person for this award is:

Dana Noble: Telephone # 802-447-3170; E-Mail Address dnoble@sover.net

10. Fiscal Year: The Subrecipient's fiscal year begins October 1 and ends September 30.

State of Vermont
Standard Grant Agreement
United Health Alliance

Attachments: This Grant consists of 28 pages including the following attachments that are incorporated herein:

Attachment A - Scope of Work to be Performed
Attachment B - Payment Provisions
Attachment C - Customary Provisions for Contracts and Grants
Attachment E – Business Associates Agreement
Attachment F – Other AHS Customary Provisions

The order of precedence of documents shall be as follows:

1. This document
2. Attachment C
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: 10/12/10

SUBRECIPIENT

by:

ERIC SEYFERTH, MD
Print

Sign

United Health Alliance
100 Hospital Drive
Bennington, Vermont 05201

Date: 10/5/2010

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, United Health Alliance HSA is in Phase II of MAPCP development and moving very quickly toward Phase III.

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 grant award.

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.

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 to 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 effort

Phase III

During Phase III, subrecipient will continue with many of the activities they accomplished during Phase II, including:

Information Technology

Practices, practice parent organizations and hospitals will have agreements in place with Vermont Information Technology Leaders (VITL) and DocSite. Written plans with timelines or demonstration of work underway for the following:

- Updating of EMRs against core data elements in the DocSite data dictionary
- Creation of interfaces between local electronic systems and the VHIE
- Transmission of core data elements in the DocSite data dictionary to DocSite (either directly or through the VHIE)

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. Subrecipients must provide plans for and progress reports on this activity.

Community Health Team

Subrecipient will maintain the Community Health Team (CHT). 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 a general population of 20,000. (The general population is defines as the number of unique individuals seen by the primary care practice in the last 2 years.) Local multi-disciplinary core CHTs continue to 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 will continue to help 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 continue to 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 shall continue 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:

- 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.

Phase III represents the full maturity of the Vermont Blueprint Multi-payer Advanced Primary Care Practice (MAPCP) model. All activities in Phase II must be completed. Certification requirements for the practices are as follows:

a) Validation by NCQA of a PPC-PCMH score of 25 or higher and achieving a minimum of 5 "must pass" elements.
b) A Letter of Support from a local entity recognized by the Blueprint as a Community Health Team lead sponsor for an active or developing Community Health Team.
c) A Letter of Commitment to a local entity recognized by the Blueprint as a Community Health Team lead sponsor for an active or developing Community Health Team.
d) A Memorandum of Understanding or similar document executed between the practice and Community Health Team lead sponsor may be substituted for b and c.
e) Completion of an Expectations of Participation work sheet documenting how the applicant will meet the Expectations detailed in *The Vermont Blueprint Applicants Guide* (available by November 30, 2010).
f) Completion of core Blueprint health information technology (HIT) requirements including submission of a Blueprint HIT Requirements Check List.
g) Completion of Quality Improvement Agreement to work with the Blueprint facilitators and Community Health Team members as part of a Learning Health System.
h) Completion of a Blueprint Evaluation Participation agreement.

Recruitment of all willing providers (independent or employed by a parent organization or hospital) occurs as part of the ongoing planning and implementation process in each HSA.

Practice Facilitation

As part of this grant, UHA will provice a quality improvement facilitation for 10 to 15 primary care practices, not to exceed $70,425.00 over the life of this grant. (Personnel time = $60,000.00; travel to meetings = $8,625.00 and travel to practices = $1,800.00)

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
- 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.

ATTACHMENT B - PAYMENT PROVISIONS

The State will pay Subrecipient the sum of $140,425.00. 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.

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 $140,425.00

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 all willing non-hospital owned/non parent owned primary care 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.

Approved Budget for SFY 2011:

Department of Vermont Health Access
Financial Report Form
Original Budget

Subrecipient Name:	**United Health Alliance**	
Grantee's/Contractor's Contact Person:	**Dana Noble**	
Grantee's/Contractor's Email Address:	dnoble@sover.net 100 Hospital Drive Bennington VT O5201	**Phone:** 802-447-3170 413-443-9780
	TOTAL GRANT/CONTRACT BUDGET	
PERSONNEL	$0.00	
Salaries and Benefits	$0.00	
List		
Sub Grantee/Sub Contractors		
Dana Noble (Health*nova)*	$40,000.00	Project Manager
Kim Turner (SVHC)	$5,600.00	Regional Coordinator for HLW
HLW Leaders (SVHC)	$2,400.00	4 HLW
Case Managers (SVHC)*	$15,000.00	Bridge to CHT
Behavioral Health Therapists (UCS)	$5,000.00	Bridge to CHT
Dana Noble (Health*nova)*	$20,000.00	Practice Facilitator
Kim Turner (SVHC)	$40,000.00	Practice Facilitator
Total Personnel	**$128,000.00**	
OPERATING		
Advertising/Marketing	$1,000.00	
Training		
Travel	$500.00	HLW travel

Travel	$8,625.00	Facilitator Training
Travel	$1,800.00	Facilitator to Practices
Postage		
Supplies/Materials	$500.00	HLW
Printing		
Other	**$12,425.00**	
Total Operating		
INDIRECT COSTS/ADMIN	**$0.00**	
Total Administration		
TOTAL GRANT/CONTRACT AMOUNT	**$140,425.00**	

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 Contractor, Grantee or Subrecipient, 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 Subrecipient expends $500,000 or more in federal

assistance during its fiscal year, the Subrecipient 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 Subrecipient 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 Subrecipient is exempt if the Party expends less than $500,000 in total federal assistance in one year.

The Subrecipient will complete the Certification of Audit Requirement annually within 45 days after its fiscal year end. If a single audit is required, the sub-recipient 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 Subrecipient will submit the Schedule of Federal Expenditures within 45 days. These forms will be mailed to the Subrecipient 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 **United Health Alliance** ("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.

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 Office 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 Office 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

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