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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 **Bi-State Primary Care Association**, with a principal place of business at 3 South Street, Concord, NH 03301 (hereinafter called "Grantee"). Grantee is required by law to have a Business Account Number from the Vermont Department of Taxes.
2. **Subject Matter:** The subject matter of this Grant Agreement is matching funds for federal ARRA grant from Health and Human Services awarded to Bi-State Primary Care Association. Detailed services to be provided by the Grantee are described in Attachment A.
3. **Maximum Amount:** In consideration of the services to be performed by Grantee, the State agrees to pay Grantee, in accordance with the payment provisions specified in Attachment B, a sum not to exceed **\$546,314**
4. **Grant Term:** The period of Grantee's performance shall begin upon execution by both parties and end on May 31st, 2012.
5. **Source of Funds:**

State of Vermont HIT Fund	=	\$442,312
Global Commitment (CDFA # 93.778)	=	\$104,002
6. **Amendment:** No changes, modifications, or amendments in the terms and conditions of this Grant Agreement shall be effective unless reduced to writing, numbered, and signed by the duly authorized representative of the State and Grantee.
7. **Cancellation:** This Grant Agreement may be suspended or cancelled by either party by giving written notice at least 60 days in advance.
8. **Contact persons:** The Grantee's contact person for this award is:

Kate Simmons
Project Coordinator
ksimmons@bistatepca.org
802-229-0002 Ext. 217
9. **Fiscal Year:** The Grantee's fiscal year begins July 1st and ends June 30th.
10. **Attachments:** This Grant consists of 23 pages including the following attachments that are incorporated herein:

- Attachment A - Scope of Work to be Performed
- Attachment B - Payment Provisions
- Attachment C - Customary State Grant Provisions
- Attachment F - Other AHS Grant Provisions



11/20/11

The order of precedence of documents shall be as follows:

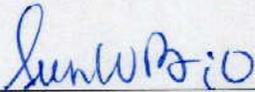
1. This document
2. Attachment C
3. Attachment A
4. Attachment B
5. Attachment F

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

STATE OF VERMONT

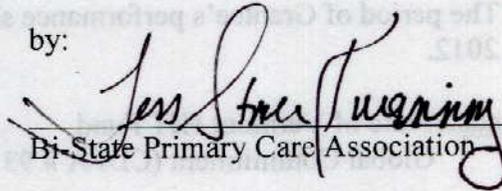
GRANTEE

By:



Susan Besio, Commissioner
Department of Vermont Health Access

by:


Bi-State Primary Care Association

Date:

1/20/11

Date:

1/14/11



ATTACHMENT A

SPECIFICATIONS OF WORK TO BE PERFORMED

In June of 2010, the Grantee was awarded a two-year American Recovery and Reinvestment Act (ARRA) grant from the Department of Health and Human Services (CFDA #93.703) for The Vermont Rural Health Alliance, a program of Bi-State Primary Care Association. This grant was awarded to the Grantee for a total of \$2,226,278 to implement a Health Information Technology Project on behalf of Vermont's Federally Qualified Health Centers (FQHC's), to ensure that data in health center electronic health records is structured, reliable, and complete. It also seeks to ensure that their electronic health records are connected to Vermont's Health Information Exchange Network (HIEN) and Clinical Data Repository (CDR), DocSite.

This two-year project will enable the health centers to conduct quality improvement activities and will ensure their maximum participation in state and federal health care reform opportunities, including a role in the forefront of the statewide expansion of the Vermont Blueprint for Health.

In order to allow the Grantee to be more competitive for their federal ARRA grant award, the State pledged to match the costs of the award through dollars from the State's HIT fund. Now that the award has been given to the Grantee, the State is now following through on that prior pledge. Bi-State has also budgeted to use \$100,000 from a grant previously awarded by the State (Grant # 03420-5534) to leverage the federal grant costs, and add to the incentive payments that each health center will receive for achieving the process, data, and interface goals.

This project has three main components: (1) data integrity / practice redesign; (2) the development of interfaces; (3) network-level quality improvement activities. Grantee is in the process of contracting with The Tupelo Group to address the data integrity / practice redesign component. Grantee is also in the process of contracting with VITL to develop/configure the interfaces that will enable FQHC's connection to the Health Information Exchange Network.

A map displaying FQHC sites is included in Appendix A.

The practice redesign component of this project will roll out in "waves," with two organizations at a time working intensively on data integrity for a period of four months. The order of "waves" will be determined by several factors including practice readiness and interest, competing priorities, and expected Blueprint roll-out. The interface component of the project may roughly follow the "waves," although both parties expect much of the interface work to occur concurrently. As part of this project, Bi-State is hiring an HIT Project Manager, who will be responsible for implementing and managing the VRHA HIT Project, and facilitating all levels of communication and participation of Vermont's Federally Qualified Health Centers (FQHC's.)

A more detailed scope of work can be found in the tables on the following pages:

	Key Action Steps	Responsible Entity	Timetable (completed by)	Comments
Problem/Need Statement 1 – VRHA members have valid concerns about data integrity, particularly with clinical data.				
Goal 1 – VRHA patient data will be structured (searchable), reliable, and complete for FQHC and network reporting purposes and statewide health care reform activities.				
<i>Strategy/Objective 1.A. All eight VT FQHCs will engage in workflow redesign, utilizing templates and other tools, to enhance data integrity.</i>				
PLANNING	1.A.i. Conduct gap analysis to determine data integrity and workflow redesign needs. This might include creating tools such as templates and/or other decision support tools or might include EHR software vendor-specific training / on-site support for FQHC providers and IT staff. This might also include participating in the VT Program for Quality in Health Care (VPQHC)'s November 2009-June 2010 Medical Home Readiness Learning Collaborative (4 FQHCs participating).	Clinical & Data Consultant; VRHA Policy & Special Projects Coordinator; FQHC providers and IT staff	11/2009-6/2010	VRHA consultant and staff are doing assessments of FQHCs status prior to project period. A sample assessment of one FQHC (CHCRR) is included in this application. See Attachment 1
INFRA STRUCTURE	1.A.ii. Create/purchase necessary tools to enhance data collection and integrity, ensuring that FQHCs are collecting the data necessary for the statewide CDR and meaningful use requirements. This might include contracting with EHR-vendors to create templates and/or provide additional trainings to FQHC staff.	HIT Project IT Coordinator, Clinical & Data Consultant(s); FQHC providers and IT staff.	Work with FQHCs will be structured in four separate "waves." Wave 1: 9/2010-12/2010 Wave 2: 1/2011-4/2011 Wave 3: 5/2011-8/2011 Wave 4: 9/2011-12/2011	Dividing this work into a "testing," "infrastructure building," and "roll-out" phases is not completely accurate. The workflow redesign work will be accomplished in much smaller PDSA (Plan Do Study Act) cycles within each "wave."
TESTING	1.A.iii. Use clinical Microsystems principles to address process issues related to data collection and input.	Clinical & Data Consultant(s); EHR vendors; FQHC providers and IT staff.		

	Key Action Steps	Responsible Entity	Timetable (completed by)	Comments
ROLL-OUT	1.A.iv. Integrate data collection and data integrity into workflow.	FQHC providers and IS staff.		
TESTING	1.A.v. Test structure, reliability, and completeness of data.	HIT Project Manager, Data Analyst; Clinical & Data Consultant(s); FQHC IT staff		
Strategy/Objective 1.B. FQHCs will meet NCQA Medical Home HIT-related standards				
PLAN-NING	1.B.i. Educate FQHCs on NCQA Medical Home HIT-related standards	VRHA Policy and Special Projects Coordinator; Clinical & Data Consultant(s)	1/2010-12/2010	FQHCs participated in a 5/2009 initial training on NCQA standards.
ROLL-OUT & EVAL.	1.B.i. Conduct mock NCQA assessment of FQHCs' scores on Medical Home HIT-related standards	VRHA Policy and Special Projects Coordinator; Clinical & Data Consultant(s)	Wave 1: 12/2010 Wave 2: 4/2011 Wave 3: 8/2011 Wave 4: 12/2011	VRHA will perform an official and more formal assessment of each FQHC's performance related to the NCQA standards. The consultant will work with the FQHC on recommendations from the assessment.
Problem/Need Statement 2 – Each VRHA FQHC is using a different EHR platform. The EHR platforms currently cannot talk to each other, making relevant and timely network-level QI activities impossible. The EHR platforms also currently cannot connect to the HIEN and statewide CDR, a critical first step in statewide health care reform activities.				
Goal 2 – A statewide CDR will be populated with FQHC patient data from all eight VT FQHCs (through the HIEN), enabling network and FQHCs for QI activities and positioning FQHCs for statewide health care reform opportunities.				
Strategy/Objective 2.A. FQHC EHRs will populate a statewide CDR.				

	Key Action Steps	Responsible Entity	Timetable (completed by)	Comments
PLANNING	2.A.i. Hire HIT Project Manager, and HIT Project IT Coordinator	VRHA Project Director; Bi-State management; (FQHC participation in hiring process)	8/2010	VRHA Project Director and staff will be responsible for project operations until HIT Project staff are in place. The HIT Project IT Coordinator will work with HIT staff at the FQHCs, including facilitating mentoring activities.
TESTING	2.A.ii. Purchase EHR-end and HIEN-end interfaces	HIT Project Manager; HIT Project IT Coordinator; FQHCs; VITL/GE	ADT, CCD, and VXU (immunization) interfaces: Waves 1&2: 12/2010 Wave 3: 4/2011 Wave 4: 8/2011 Remaining interfaces: All Waves: 12/2011	VRHA would contract with FQHCs to purchase EHR-end interfaces; VRHA would contract with VITL/GE for HIEN-end interfaces. VITL estimates a six-month timeframe for both types of interface creation. VRHA would prioritize ADT, CCD, and VXU interfaces (these are the interfaces most central to the statewide CDR).
TESTING	2.A.iii. Test interfaces	HIT Project IT Coordinator; FQHC IT staff; VITL/GE	As purchased	

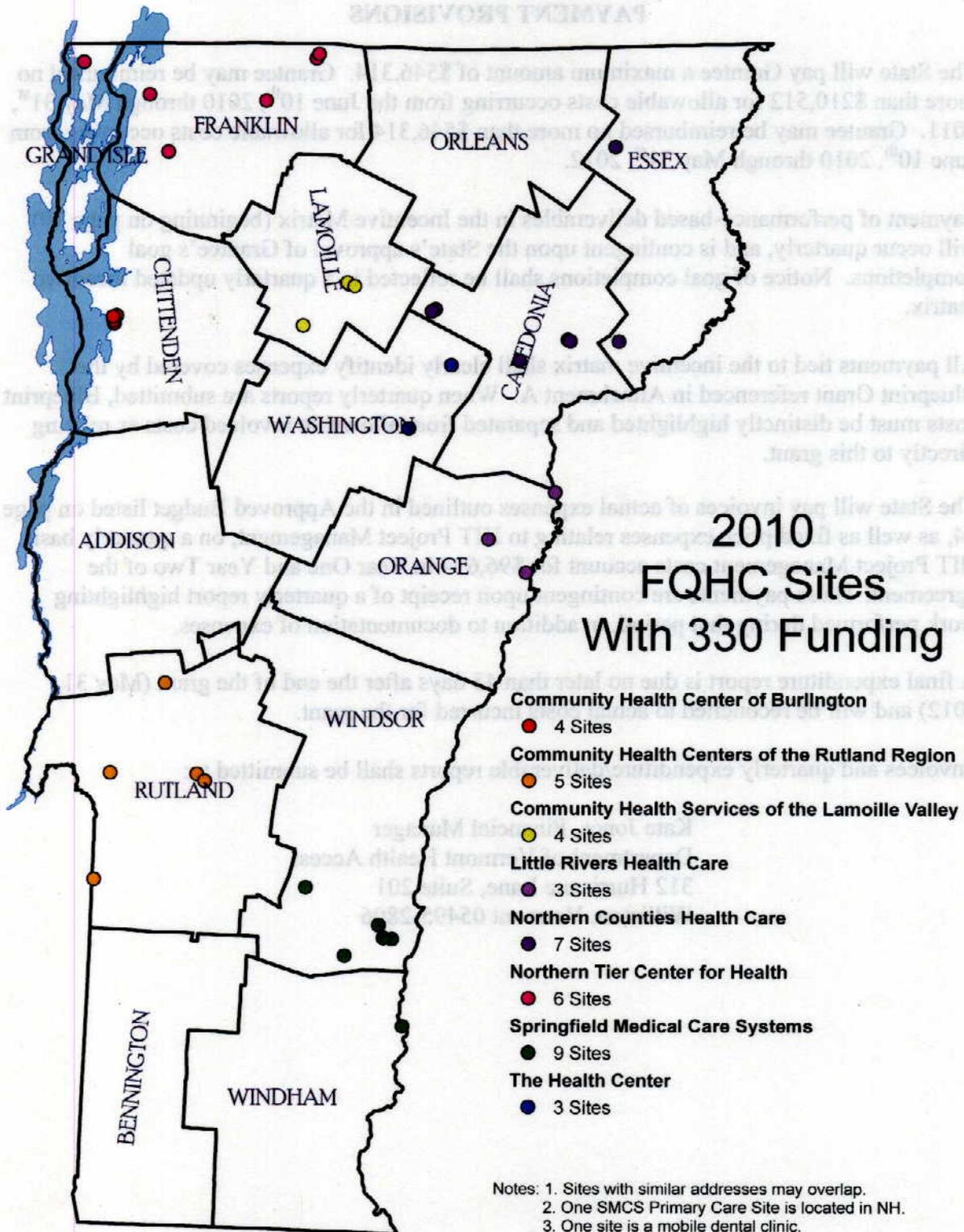
	Key Action Steps	Responsible Entity	Timetable (completed by)	Comments
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	Key Action Steps	Responsible Entity	Timetable (completed by)	Comments
INFRASTRUCTURE	2.A.iv. Customize statewide CDR to incorporate UDS data fields	HIT Project Manager, HIT Project IT Coordinator, Blueprint / DocSite	12/2010	At present the statewide CDR collects data on 3 of the 7 clinical UDS measures. VRHA will pay for a customization of the CDR to capture all 7 UDS clinical measures.
ROLL-OUT	2.A.v. Populate CDR	FQHC IT staff and providers	Wave 1: 12/2010 Wave 2: 4/2011 Wave 3: 8/2011 Wave 4: 12/2011 ongoing thereafter	For "Wave 4" FQHCs, this step includes data entry to transfer selected clinical fields from paper records to CDR (CDR will be able to populate their individual EHRs)
<i>Strategy/Objective 2.B. VRHA and FQHCs will use data for quality improvement activities.</i>				
TESTING	2.B.i. Hire HIT Project Data Analyst	VRHA Project Director; HIT Project Manager, Bi-State management; (FQHC participation in hiring process)	10/2010	
PLANNING	2.B.ii. Develop and implement Business Association Agreements among VRHA members.	COO, CFO, FQHC Executive Directors, Legal Counsel	10/2010	
INFRASTRUCTURE	2.B.iii. Customize statewide CDR to allow for a "VRHA view" of clinical data	HIT Project Manager; HIT Project Data Analyst, Blueprint / DocSite	12/2010	

	Key Action Steps	Responsible Entity	Timetable (completed by)	Comments
ROLL-OUT & EVAL.	2.B.iv. Analyze data to determine best practices and to identify areas for improvement with a focus on the seven UDS clinical measures.	HIT Project Data Analyst	8/2011 ongoing thereafter	
ROLL-OUT & EVAL.	2.B.v. Disseminate clinical best practices and HIT lessons learned to network membership and beyond	HIT Project Data Analyst; FQHCs	11/2011, quarterly thereafter	Because Bi-State PCA is a two-state PCA, best practices learned in VT can be shared with NH FQHCs (and vice versa). It might be appropriate for VRHA HIT Project Members to share best practices at Bi-State's annual Primary Care Conference in May 2012.
ROLL-OUT	2.B.vi. Implement changes to improve results.	Clinical & Data Consultant(s); FQHC providers	11/2011 ongoing thereafter	
Strategy/Objective 2.C. FQHCs will achieve status of "Blueprint Ready." Cost of Objective: \$109,400				
ROLL-OUT & EVAL.	2.C.i. Demonstrate readiness of FQHCs to populate CDR and qualify as "Patient-centered medical homes" to VT Blueprint Director	BSPCA VT Director of Public Policy; VRHA Project Director; VRHA Policy and Sp	Wave 1: 12/2010 Wave 2: 4/2011 Wave 3: 8/2011 Wave 4: 12/2011	
Problem/Need Statement 3 – VRHA is approaching the final year of its three-year ORHP project period. Sustainability plans are in place for VRHA goals of outreach and enrollment, 340B pharmacy, telemedicine, behavioral health integration, and farm health, but there has not been a sustainability plan for VRHA's HIT/HIE work. VRHA members value this work and are committed to developing the network infrastructure to enable this work to progress.				
Goal 3 – The long-term sustainability and success of the network in the areas of HIT/HIE will be assured.				

	Key Action Steps	Responsible Entity	Timetable (completed by)	Comments
	<i>Strategy/Objective 3.A. FQHCs will demonstrate commitment to the network.</i>			
ROLL-OUT & EVAL.	3.A.i. Conduct VRHA HIT Project Advisory Committee meetings, including VRHA Annual Meeting	HIT Project Manager; VRHA Project Director; Advisory Committee	4+ meetings/year including VRHA Annual Meeting	
ROLL-OUT & EVAL.	3.A.ii. Conduct peer-to-peer networking activities (peer workgroups to include FQHC IT staff and FQHC quality improvement staff)	HIT Project Manager; HIT IT Coordinator; FQHC IT and other staff	6/2011 quarterly thereafter	
ROLL-OUT & EVAL.	3.A.iii. Solicit VRHA HIT Project member feedback (e.g., through an annual satisfaction survey, through informal conversations with FQHC project leads, etc.)	HIT Project Manager; VRHA Project Director	6/2011; 6/2012	
ROLL-OUT & EVAL.	3.A.iv. Validate HIT Project sustainability	HIT Project Manager; VRHA Project Director; Advisory Committee	6/2011; 6/2012	
ROLL-OUT & EVAL.	3.A.v. Conduct reporting, per HRSA and ARRA requirements	HIT Project Manager; HIT Data Analyst	10/2010; quarterly thereafter	

APPENDIX A – FQHC Practice Sites and Original Project Work Plan



**ATTACHMENT B
PAYMENT PROVISIONS**

1. The State will pay Grantee a maximum amount of \$546,314. Grantee may be reimbursed no more than \$210,512 for allowable costs occurring from the June 10th, 2010 through May 31st, 2011. Grantee may be reimbursed no more than \$546,314 for allowable costs occurring from June 10th, 2010 through May 31st, 2012.

Payment of performance-based deliverables in the Incentive Matrix (beginning on page 10) will occur quarterly, and is contingent upon the State's approval of Grantee's goal completions. Notice of goal completions shall be reflected in a quarterly updated incentive matrix.

All payments tied to the incentive matrix shall clearly identify expenses covered by the Blueprint Grant referenced in Attachment A. When quarterly reports are submitted, Blueprint costs must be distinctly highlighted and separated from allowable invoiced costs as relating directly to this grant.

The State will pay invoices of actual expenses outlined in the Approved Budget listed on page 14, as well as fixed price expenses relating to HIT Project Management, on a quarterly basis. HIT Project Management costs account for \$96,694 in Year One and Year Two of the agreement. These payments are contingent upon receipt of a quarterly report highlighting work performed during that period, in addition to documentation of expenses.

A final expenditure report is due no later than 45 days after the end of the grant (May 31, 2012) and will be reconciled to actual costs incurred for the grant.

2. Invoices and quarterly expenditure/deliverable reports shall be submitted to:

Kate Jones, Financial Manager
Department of Vermont Health Access
312 Hurricane Lane, Suite 201
Williston, Vermont 05495-2806

Approved Budget:

DELIVERABLE	YEAR 1	YEAR 2
Bi-State Conducts HIT Project Management <i>Our HIT Project Management Vendor will work with all project participants to ensure project goals and timelines are met. We anticipate executing this contract in November 2010. It will be a milestone-based contract.</i> \$48,347 to be invoiced upon HIT Project Mgmt contract execution \$24,173.50 to be invoiced on 2/28/11 \$24,173.50 to be invoiced on 5/31/11 (Year 1 report due with invoice) \$24,173.50 to be invoiced on 8/31/11 \$24,173.50 to be invoiced on 11/30/11 \$24,173.50 to be invoiced on 2/28/12 \$24,173.50 to be invoiced on 5/31/12 (Year 2 report due with invoice)	\$96,694	\$96,694
FQHCs Achieve Practice Redesign Process and Data Goals. <i>Please see the attached Incentive Matrix (pp. 10-11). Please note that the possible incentive for each participating FQHC will vary (based upon FQHC size) and that not all measures (e.g., prenatal and birthweight measures) will be applicable for all FQHCs). The funding tied to these measures is listed as "projected" because it is possible that a Year 1 FQHC might run behind schedule and not achieve some project goals until Year 2. It is also possible that an FQHC might not achieve all possible project goals and consequently not capture all possible incentive payments.</i>	\$113,818 (projected)	\$162,272 (projected)
THC performs data entry of paper charts into EHR or CDR		\$36,396
LRHC performs data entry of paper charts into EHR or CDR		\$40,440
TOTAL	\$210,512	\$335,802

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

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 Grantee, with whom the State of Vermont is executing this Agreement and consistent with the form of the Agreement.
4. **Appropriations:** If appropriations are insufficient to support this Agreement, the State may cancel on a date agreed to by the parties or upon the expiration or reduction of existing appropriation authority. In the case that this Agreement is funded in whole or in part by federal or other non-State funds, and in the event those funds become unavailable or reduced, the State may suspend or cancel this Agreement immediately, and the State shall have no obligation to fund this Agreement from State revenues.
5. **No Employee Benefits For Party:** The Party understands that the State will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation or sick leave, workers compensation or other benefits or services available to State employees, nor will the state withhold any state or federal taxes except as required under applicable tax laws, which shall be determined in advance of execution of the Agreement. The Party understands that all tax returns required by the Internal Revenue Code and the State of Vermont, including but not limited to income, withholding, sales and use, and rooms and meals, must be filed by the Party, and information as to Agreement income will be provided by the State of Vermont to the Internal Revenue Service and the Vermont Department of Taxes.
6. **Independence, Liability:** The Party will act in an independent capacity and not as officers or employees of the State.

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

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

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

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

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

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

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

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

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

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

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

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

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

8. **Reliance by the State on Representations:** All payments by the State under this Agreement will be made in reliance upon the accuracy of all prior representations by the Party, including but not limited to bills, invoices, progress reports and other proofs of work.
9. **Requirement to Have a Single Audit:** In the case that this Agreement is a Grant that is

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

The Grantee may elect to have a program specific audit if it expends funds under only one federal program and the federal program's laws, regulating or grant agreements do not require a financial statement audit of the Party.

A Grantee is exempt if the Party expends less than \$500,000 in total federal assistance in one year.

The Grantee will complete the Certification of Audit Requirement annually within 45 days after its fiscal year end. If a single audit is required, the 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 Grantee will submit the Schedule of Federal Expenditures within 45 days. These forms will be mailed to the Grantee by the Department of Finance and Management near the end of its fiscal year. These forms are also available on the Finance & Management Web page at:

<http://finance.vermont.gov/forms>

10. **Records Available for Audit:** The Party will maintain all books, documents, payroll papers, accounting records and other evidence pertaining to costs incurred under this agreement and make them available at reasonable times during the period of the Agreement and for three years thereafter for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved. The State, by any authorized representative, shall have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed under this Agreement.
11. **Fair Employment Practices and Americans with Disabilities Act:** Party agrees to comply with the requirement of Title 21 V.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 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

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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

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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

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 Institute 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. Labeling 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, amendment or 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 under federal funds.

15. Environmental Tobacco Smoke Public Law 100-227, also known as the Pro-Children Act of 1987 (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; survey 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 under the imposition of an