

1. Parties This is a contract for personal services between the State of Vermont, Office of Vermont Health Access (hereafter called "State"), and The Pacific Health Policy Group, 500 North Western Avenue, Suite 214, Lake Forest, IL 60045 (hereafter called the "Contractor"). Contractor's form of business is a privately-held corporation. If the Contractor does not have a Business Account Number, it is the Contractor's responsibility to contact the Vermont Department of Taxes to determine if, by law, the Contractor is required to have a Vermont Department of Taxes Business Account Number.
2. Subject Matter This contract is for personal/consultative services generally on the subject of implementation assistance for Vermont's 1115 waivers, other Medicaid programs and initiatives. A Contractor Scope of Work is set forth in Attachment A.
3. Maximum Amount In consideration of services to be performed by the Contractor, the State agrees to pay the Contractor, per payment provisions specified in Attachment B, a sum not to exceed \$1,497,250.00.
4. Contract Term The period of contractor's performance shall begin on February 15, 2008 and end on February 14, 2010. By mutual agreement, this contract may be extended for a period or periods totaling up to two additional years.
5. Prior Approvals If approval by the Attorney General's Office or the Secretary of Administration is required, (under current law, bulletins, and interpretations), neither this contract nor any amendment to it is binding until it has been approved by either or both such persons:
 - Approval by the Attorney General's Office is required.
 - Approval by the Secretary of Administration is required.
 - Approval by the CIO/Commissioner DII is not required.
6. Amendment No changes, modifications, or amendments in the terms and conditions of this contract shall be effective unless reduced to writing, numbered and signed by the duly authorized representative of the State and the Contractor.
7. Cancellation This contract may be canceled by either party by giving written notice at least 30 days in advance.
8. Attachments This contract consists of 26 pages which include Attachments A through G which are incorporated herein:
 - Attachment A – Specifications of Work to be Performed
 - Attachment B – Payment Provisions
 - Attachment C – Customary State Contract Provisions
 - Attachment D – Certificate of Insurance
 - Attachment E – Business Associates Agreement
 - Attachment F – AHS Other Contract Provisions

STATE OF VERMONT
CONTRACT FOR SERVICES
The Pacific Health Policy Group

Attachment G – CD Files

Folder

Names of File

- | | |
|----------|---|
| RFP | 1. State of Vermont Request for Proposals for Medicaid Technical Assistance 11/6/07 |
| | 2. Responses to Written Questions and Answers 12/14/07 |
| Proposal | 1. Pacific Health Policy Group Technical Proposal 01/03/08 |
| | 2. Pacific Health Policy Group Cost Proposal 01/03/08 |

The order of precedence of documents shall be as follows:

- 1). This document
- 2). Attachment A
- 3). Attachment B
- 4). Attachment C
- 5). Attachment E
- 6). Attachment F
- 7). Attachment G – CD Files

Folder

Names of File

- | | |
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| | 2. Pacific Health Policy Group Cost Proposal 01/03/08 |
- 8). Attachment D

WE THE UNDERSIGNED AGREE TO BE BOUND BY THE PROVISIONS OF THIS CONTRACT:

By the STATE OF VERMONT

Date: 2-12-2008

Signature: [Signature]

Name: Joshua Slen

Title: Director

By the CONTRACTOR

Date: 2/11/08

Signature: [Signature]

Name: Scott Wittman

Title: Director

**ATTACHMENT A
SPECIFICATIONS OF WORK TO BE PERFORMED**

Task 1: Provide technical assistance to the State to meet Waiver requirements and in the implementation of the Global Commitment to Health 1115 waiver

Activities include consultation and assistance to the State to meet waiver implementation requirements; assistance with data and report preparation; provision of post-implementation assistance and monitoring program progress; assistance with preparation of any required waiver amendment requests or extensions or preparation of any new required waivers, including revised budget neutrality terms; monitoring budget neutrality and preparing budget neutrality projections based on identified program changes; and participating in waiver negotiations with CMS. Each of these tasks is detailed in the following.

Task 1a: Consultation and assistance to meet Waiver requirements and in the implementation of the Global Commitment to Health program

Activities include consultation and assistance in meeting budget neutrality and reporting requirements established in waiver Terms and Conditions; assistance with forecasting the State Medicaid budget; and assistance in meeting other waiver Terms and Conditions.

Examples of tasks that can be performed include, but are not limited to:

- develop estimates of budget neutrality status and modeling budget neutrality cost projections compared to program expenditures, as necessary;
- assisting with the preparation of the State Medicaid budget for covered populations and services, as necessary;
- forecasting enrollments based on current policies (the Contractor will develop enrollment projections based on historical enrollments; assess the fiscal impact of actual enrollment estimates compared with projected estimates;
- assisting with evaluation and development of initiatives for the Medicaid managed care program, PC Plus and the Catamount Health insurance program;
- monitoring, revising as necessary and negotiating with CMS and affected AHS departments inter-governmental agreements (IGAs) that are required to implement the provisions of the waiver that establish the Vermont Medicaid program as a managed care organization (MCO);
- assisting with development and monitoring of program policies related to employer sponsored insurance;
- forecasting ESI program enrollments;
- project changes in enrollment based on proposed program or policy changes.
- advise on the performance of State administrative functions;
- provide technical assistance to the State in program monitoring and operations;
- assist in evaluating program policy options, including any fiscal impact, as requested; and
- assist in the development of provider rate changes and assessing the impact on budget neutrality, if requested.
- advise on the data review for 2009-2010 actuarial consulting engagement, if requested

Task 1b: Assistance with data and report preparation

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The Contractor will assist the State in developing data reports necessary to support program monitoring and waiver compliance. Reports include historical and projected expenditures and caseload; management reports for Catamount Health or any component programs of the Global Commitment to Health waiver; and other reports that need to be forwarded to the Legislature, Agency of Human Services or CMS.

Task 1c: Provide post-implementation assistance and assist in monitoring program progress

The Contractor will assist the State with post-implementation activities of the Global Commitment to Health during the term of the contract. Assistance will include consulting on day-to-day decision-making and technical assistance in the development or revision of program policies. The Contractor will provide technical assistance to the State and its contractors, if necessary, to ensure effective and efficient operation of the program. Contractor will participate in various the AHS inter departmental implementation committees and work groups on an ongoing and regular basis, and assist in addressing issues related to implementation identified as a result of the committee process.

The Contractor will participate in follow-up activities with CMS, including development or amendments to the waiver protocol document, development or revision of reporting procedures and specifications, and development or revision of program monitoring tools across agencies.

Contractor will provide on-going assistance to ensure that the waiver is operating in compliance with the waiver's Terms and Conditions. Assistance will include monitoring reporting functions, preparation of documentation requested by CMS, and technical assistance in preparation for any CMS site reviews and audits.

Task 1d: Provide assistance in responding to waiver or program options and CMS directives

The Contractor will analyze new waiver, legislative opportunities or CMS directives made to the states. The contractor will as necessary develop enrollment/utilization projections; assess the fiscal impact or cost; develop estimates of budget neutrality impact as necessary; advise on responding or not responding to these new options; provide technical assistance to the State in program development and response to CMS directives; prepare applications or other required materials; assist in negotiations with CMS or other federal or private agencies.

Task 2: Provide assistance in policy and program development of initiatives for dually eligible persons including the PACE demonstration program, and the Choices for Care waiver.

The Contractor will make its resources available in any manner the State deems appropriate for implementing the State's PACE demonstration. As a part of this task, the Contractor will evaluate and assess the rates paid under the PACE demonstration on an annual basis and ensure that the rate development methodology and rates meet any applicable federal requirement

As requested by the State, Contractor will assist with any required data analysis or projections related to the Choices for Care 1115 waiver or CMS issues that will impact on that waiver.

Task 3: Provide implementation assistance with the State's special education initiative.

On an as needed and requested basis, the Contractor will provide on-going policy support and consultation

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related to Vermont's school-based health services program. As dictated by federal directives, the Contractor will assist the State in developing new policies, procedures, and claiming methodologies. The Contractor will provide assistance in negotiating and obtaining federal approval for revised program policies. The Contractor will assist with any necessary field testing, auditing and staff training to support necessary program revisions.

As requested the Contractor will assist the Department of Education in monitoring the school-based health services program, including: making recommendations for improving participation by eligible children or districts; responding to CMS policy initiatives; monitoring compliance and audit activities; providing technical assistance to staff on audit functions and in general ensuring that program requirements are met; and assisting in the preparation of any required documentation of Vermont's program requested from CMS.

As requested, the Contractor will develop an analytic database from which rates can be reviewed and revised. The Contractor shall submit necessary data and documentation to CMS if necessary to support and justify any revised rates that have been developed.

Task 4: Provide assistance to Department of Mental Health in the development of behavioral health programs and services

The Contractor will assist the State in preparing cost estimates for alternative models that are being evaluated for replacement of the Vermont State Hospital, the State's only state operated psychiatric hospital. This may include presentation of cost analyses to legislative or other bodies to describe and justify the estimates, and to respond to or provide additional analyses in answer to issues raised.

In collaboration with DAII, assist DMH in indentifying the opportunities to streamline monitoring and auditing procedures with the network of Designated Development Services and Mental Health Agencies.

Assist DMH and OVHA to analyze the use and cost of mental health services provided by non-DA Medicaid-enrolled providers to better and more efficiently service Vermonters.

Task 4a: Provide assistance to DMH and DOE to improve effectiveness of the Success Beyond Six Program

As requested, the Contractor will assist the DMH and DOE in developing plans to improve the effectiveness of the Success Beyond Six program in Vermont's schools. This may include the development of alternative payment systems to fee-for-service billing and assisting in the design of new monitoring, compliance and audit activities to more fully realize the flexibility available in the Global Commitment to Health waiver.

Task 5: Provide consultation and implementation assistance to the Vermont Department of Corrections (DOC) for inmate health services

On an as needed and requested basis, the Contractor will provide on-going assistance to the State's prison health benefits program including identifying any opportunities for federal funding that will enhance program development for individuals requiring health services in Vermont's correctional system.

Contractor may assist with health services contract monitoring and compliance, provide analysis of financial

and utilization reports or other reports, and assist in the development, evaluation, and revision of program policies and procedures. This also may include monitoring progress of the Correctional health services vendor in all multiple facets of service delivery, including staffing, network development, policy development and implementation, and administrative functions.

Contractor may work with DOC and other state agencies to support DOC Quality Assurance initiatives, and in particular ensuring that data collection and reporting are sufficient to support the QA functions.

Task 6: Provide assistance to the State on an as needed and requested basis on systems enhancements, and data reporting and collection activities derived from the Medicaid Management Information System (MMIS) claims system

On an as needed and requested basis, the Contractor will provide technical assistance to the State during the evaluation and implementation of any MMIS systems enhancements. Assistance may include support during the proposal evaluation and selection phases, development of program specifications, or implementation support. Contractor will provide technical assistance to ensure that data collection and reporting activities and methodologies support waiver and other key state functions.

TASK 7: Department of Disabilities, Aging and Independent Living (DAIL) Choice for Care 1115 Waiver

On an as need and requested basis, the Contractor will provide technical assistance in support of the 1115(a) Choices for Care waiver. Specific tasks may include the following: program analysis and recommendations for changes in policy related to CMS or other issues; database development and financial modeling; development of waiver amendments and negotiation changes in waiver Terms and Conditions and budget neutrality parameters with CMS; assistance with amending the waiver protocol document; and evaluating and monitoring budget neutrality; evaluating expanded service options; reviewing the adequacy of program monitoring criteria and procedures; and assisting in meeting any specified waiver reporting requirements.

TASK 8: Conduct research and recommend revisions regarding areas of health care concern conveyed through Agency of Human services or legislative initiatives

On an as needed and requested basis, Contractor will provide technical assistance on legislative initiatives and other health-related initiatives as requested by the State. As necessary, Contractor will provide additional on-site support to the State during the legislative session in order to effectively and efficiently respond to proposed legislative initiatives.

Task 9: Department of Disabilities, Aging and Independent Living – Real Choices Grant Support

As per of President Bush’s “New Freedom Initiatives” which promotes the goal of community living for individuals with disabilities and long term illnesses, the State of Vermont, Agency of Human Services was awarded a grant from the U.S. Department of Health and Human Services to reform the State’s long-term support systems. Under the *Real Choices Grant*, the State of Vermont plans to redesign and to integrate the financing and delivery of acute care and long-term services for older individuals and individuals with physical disabilities.

The Contractor will participate on an as needed basis in the Core Planning Team which will focus on

comprehensive systems reform. As part of the core planning team assistance will be provided in assessing the impact the initiative may have on the State's fiscal issues. The Contractor will provide technical assistance and data analysis in support of the grant. The Contractor will assist with contractor procurement, including drafting of contract specifications, contractor evaluation and selection, and rate development.

**ATTACHMENT B
PAYMENT PROVISIONS**

1. The maximum amount of this contract is \$1,497,250 (see cost matrix). The State must approve any permanent or temporary changes to or deletions from the Contractor's management, supervisory and key professional personnel assigned to this contract. The State reserves the right to terminate the contract if personnel so assigned are changed or modified without such State approval. The number of days spent on-site shall be at the State's direction and with the State's approval. Hourly fees, lodging and any other expenses as allowed within the provisions of this contract, are reimbursable and shall be billed as incurred, subject to contract limits.
2. A breakdown of hourly costs is forth on the next page of Schedule B – Payment Provision Costs Matrix (page 9). The Contractor will submit an invoice at the end of the each month for worked performed during that month. The invoice must identify each consultant for whom reimbursement is being billed, the number of hours of services, and identification of the task for which the services were provided. Travel expenses and out-of-pocket expenses should be identified separately and by task. Travel expenses shall be based on coach airfares, actual rental expenses for lodging and/or a compact care or State approved mileage expenses, and meal costs at same per-meal rate allowable for State employees.

Invoices shall be submitted to:

Joshua Slen, Director
Office of Vermont Health Access
312 Hurriance Lane, Suite 201
Williston, VT 05495

3. Payment shall be based on satisfactory completion or progress toward completion of the tasks identified in Attachment A to this contract. Failure to meet timelines or to deliver required products will result in withholding of payment due until such product(s) are delivered. Final payment will be made after all required work is completed. The State reserves the right to withhold 10% of the total contract amount, pending acceptance and approval of all deliverables.

Payments shall be rendered to:

The Pacific Health Policy Group
500 North Western Avenue, Suite 214
Lake Forest, IL 60045

**STATE OF VERMONT
CONTRACT FOR SERVICES
The Pacific Health Policy Group**

Attachment B – Payment Provisions Cost Matrix

Team Member	Rate per Hour	Task									Total Hours	Total Fees
		1	2	3	4	5	6	7	8	9		
Scott Wittman*	\$265	1,200	480	65	520	40	40	200	60	220	2,825	\$748,625
Andrew Cohen	\$265	250	160		400			400	35	100	1,345	\$356,425
Johnna Cunningham	\$235	60							10		70	\$16,450
Paul Wittman	\$235	160	80		60			80			380	\$89,300
Jason Milstein	\$155	320	40	10	180	40		80	20	40	730	\$113,150
Theresa Shultz	\$155	60	40		40			40		40	220	\$34,100
<i>Total Hours</i>		2,050	800	75	1,200	80	40	800	125	400	5,570	
<i>Total Fees</i>		\$494,850	\$200,800	\$18,775	\$292,000	\$16,800	\$10,600	\$196,400	\$30,625	\$97,200		\$1,358,050
<i>Total Expenses</i>		\$50,722	\$20,582	\$1,924	\$29,930	\$1,722	\$1,087	\$20,131	\$3,139	\$9,963		\$139,200
<i>Total Fees and Expenses</i>		\$545,572	\$221,382	\$20,699	\$321,930	\$18,522	\$11,687	\$216,531	\$33,764	\$107,163		\$1,497,250

*Scott Wittman will serve as PHPG's on-site consultant for the duration of this engagement

ATTACHMENT C
CUSTOMARY STATE CONTRACT PROVISIONS

1. **Entire Agreement.** This contract 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 contract will be governed by the laws of the State of Vermont.
3. **Appropriations.** If this contract extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this contract, the State may cancel at the end of the fiscal year, or otherwise upon the expiration of existing appropriations authority.
4. **No Employee Benefits for Contractors.** The contractor 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 contract. The contractor 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 contractor, and information as to contract income will be provided by the State of Vermont to the Internal Revenue Service and the Vermont Department of Taxes.
5. **Independence, Liability.** The contractor will act in an independent capacity and not as officers or employees of the State. The Contractor shall indemnify, defend, and hold harmless the State and its officers and employees from liability and any claims, suits, judgments, and damages arising as a result of the contractor's acts and/or omissions in the performance of this contract. The contractor 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 contract.
6. **Insurance.** Before commencing work on this contract the contractor must provide certificates of insurance to show that the following minimum coverage is in effect. The contractor must notify the State no more than 10 days after receiving cancellation notice of any required insurance policy. It is the responsibility of the contractor to maintain current certificates of insurance on file with the State through the term of the contract. Failure to maintain the required insurance shall constitute a material breach of this contract.

Workers' Compensation: With respect to all operations performed, the contractor 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 contract, the contractor 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

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

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

No warranty is made that the coverage and limits listed herein are adequate to cover and protect the interests of the contractor for the contractor's operations. These are solely minimums that have been established to protect the interests of the State.

7. **Reliance by the State on Representations.** All payments by the State under this contract will be made in reliance upon the accuracy of all prior representations by the contractor, including but not limited to bills, invoices, progress reports and other proofs of work.
8. **Records Available for Audit.** The contractor 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 contract 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 contract.
9. **Fair Employment Practices and Americans with Disabilities Act.** Contractor 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. Contractor 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 contractor under this contract. Contractor further agrees to include this provision in all subcontracts.
10. **Set Off.** The State may set off any sums which the contractor owes the State against any sums due the contractor under this contract; 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.

11. **Taxes Due to the State.**

- a. Contractor 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. Contractor certifies under the pains and penalties of perjury that, as of the date the contract is signed, the contractor 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. Contractor understands that final payment under this contract may be withheld if the Commissioner of Taxes determines that the contractor 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.
- d. Contractor also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the contractor has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the contractor has no further legal recourse to contest the amounts due.

12. **Child Support.** (Applicable if the contractor is a natural person, not a corporation or partnership.)

Contractor states that, as of the date the contract 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 and is in full compliance with that plan.

Contractor makes this statement with regard to support owed to any and all children residing in Vermont.

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

13. **Subcontractors.** Contractor shall not assign or subcontract the performance of this agreement or any portion thereof to any other contractor without the prior written approval of the State. Contractor also agrees to include in all subcontract agreements a tax certification in accordance with paragraph 11 above.

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

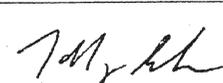
14. **No Gifts or Gratuities.** Contractor shall not give title or possession of any thing of substantial value (including property, currency, travel and/or education programs) to any officer or employee of the State during the term of this contract.

15. **Copies.** All written reports prepared under this contract will be printed using both sides of the paper.

16. **Certification Regarding Debarment.** Contractor certifies under pains and penalties of perjury that, as of the date that this contract is signed, neither contractor nor contractor'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.

Revised AHS 04/24/07

ATTACHEMENT D- CERTIFICATE OF INSURANCE

ACORD CERTIFICATE OF LIABILITY INSURANCE		Date (mm/dd/yy)			
Producer Bobbie Detki Wood Gutmann & Bogart Insurance Brokers 15901 Red Hill Ave., Suite 100 Tustin CA 92780 714 505.7000 www.wgbib.com License No. 0679263		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. INSURERS AFFORDING COVERAGE INSURER A CNA Insurance Companies INSURER B INSURER C INSURER D INSURER E			
Insured The Pacific Health Policy Group 1550 South Coast Highway #204 Laguna Beach CA 92651					
COVERAGES					
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.					
INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE MM/DD/YY	POLICY EXPIRATION DATE MM/DD/YY	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIAB <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGG LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	2020201356	8/20/2007	8/20/2008	EACH OCCURRENCE \$ 1,000,000 FIRE DAMAGE (Any one fire) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS-COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	2020201356	8/20/2007	8/20/2008	COMBINED SINGLE LIMIT \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				\$ \$ \$ \$
	WORKERS' COMPENSATION & EMPLOYERS' LIABILITY				STATUTORY LIMIT OTHER EL EACH ACCIDENT \$ EL DISEASE - EA EMPLOYEE \$ EL DISEASE - POLICY LIMIT \$
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS					
CERTIFICATE HOLDER			CANCELLATION		
State of Vermont Agency of Human Services Office of Vermont Health Access 312 Hurricane Lane, Suite 201 Williston VT 05495			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES. * 10 Days for Non-Payment of Premium AUTHORIZED REPRESENTATIVE <div style="text-align: right;">  Jeff Sachs </div>		
ACORD 25-S (7/97)			© ACORD CORPORATION 19		

ATTACHEMENT D- CERTIFICATE OF INSURANCE

ACORD		CERTIFICATE OF LIABILITY INSURANCE			Date (mm/dd/yy) 11/12/2007	
Producer Wood Gutmann & Bogart Insurance Brokers 15901 Red Hill Ave., Suite 100 Tustin CA 92780 714 505.7000 www.wgbib.com License No. 0679263		Bobbie Detki		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.		
Insured The Pacific Health Policy Group 1550 South Coast Highway #204 Laguna Beach CA 92651		INSURERS AFFORDING COVERAGE INSURER A CNA Insurance Companies INSURER B INSURER C INSURER D INSURER E				
COVERAGES THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE MM/DD/YY	POLICY EXPIRATION DATE MM/DD/YY	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIAB <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGG LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	2020201356	8/20/2007	8/20/2008	EACH OCCURRENCE \$ 1,000,000 FIRE DAMAGE (Any one fire) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS-COMP/OP AGG \$ 2,000,000	
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	2020201356	8/20/2007	8/20/2008	COMBINED SINGLE LIMIT \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$	
	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$	
	WORKERS' COMPENSATION & EMPLOYERS' LIABILITY				STATUTORY LIMIT OTHER EL EACH ACCIDENT \$ EL DISEASE - EA EMPLOYEE \$ EL DISEASE - POLICY LIMIT \$	
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS						
CERTIFICATE HOLDER State of Vermont Agency of Human Services 103 Main Street Waterbury VT 05671				CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES. * 10 Days for Non-Payment of Premium AUTHORIZED REPRESENTATIVE Jeff Sachs		

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 Office of Vermont Health Access** (“Covered Entity”) and The Pacific Health Policy Group, (“Business Associate”) as of February 15, 2008 (“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”).

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). All references to “PHI” mean Protected Health Information. All references to “Electronic PHI” mean Electronic Protected Health Information.

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 provided that any use or disclosure would not violate the minimum necessary policies and procedures of 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 6 and 14 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 contract 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 promptly notifies Business Associate (who in turn will promptly notify Covered Entity) in writing of any instances of which it is aware in which the confidentiality of the PHI has been breached. Uses and disclosures of PHI for the purposes identified in this Section 3 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. 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. **Reporting.** Business Associate shall report in writing to Covered Entity any use or disclosure of PHI in violation of this Agreement by Business Associate or its agents including its subcontractors. Business Associate shall provide this written report promptly after it becomes aware of such use or disclosure. Business Associate shall provide Covered Entity with the information necessary for Covered Entity to investigate the impermissible use or disclosure. Consistent with 45 CFR 164.502(j)(1) Business Associate may use PHI to report violations of law to federal and state authorities.
6. **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 contract 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 12. Business Associate must enter into the written contract before any use or disclosure of PHI by such agent. The written contract must identify Covered Entity as a direct and intended third party beneficiary with the right to enforce any breach of the contract concerning the use or disclosure of PHI. Business Associate shall provide a copy of the written contract 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.
7. **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. Business Associate shall promptly forward to Covered Entity for handling any request for access to PHI that Business Associate directly receives from an Individual.
8. **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. Business Associate shall promptly forward to Covered Entity for handling any request for amendment to PHI that Business Associate directly receives from an Individual.
9. **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. Business Associate shall promptly forward to Covered Entity for handling any accounting request that Business Associate directly receives from an Individual.

10. 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.

11. Termination.

11.1 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 15.11.

11.2 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.

12. Return/Destruction of PHI.

12.1 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.

12.2 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.

- 13. Notice/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 information security awareness training regarding the use, confidentiality, and security of PHI.
- 14. Security Rule Obligations.** The following provisions of this Section 14 apply to the extent that Business Associate creates, receives, maintains or transmits Electronic PHI on behalf of Covered Entity.
- 14.1 Business Associate shall implement and use administrative, physical, and technical safeguards that reasonably and appropriately protect the Confidentiality, Integrity and Availability of 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.
- 14.2 Business Associate shall ensure that any agent (including a subcontractor) to whom it provides Electronic PHI agrees in a written contract 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 contract before any use or disclosure of Electronic PHI by such agent. The written contract must identify Covered Entity as a direct and intended third party beneficiary with the right to enforce any breach of the contract concerning the use or disclosure of Electronic PHI. Business Associate shall provide a copy of the written contract 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.
- 14.3 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 promptly after it becomes aware of any such Security Incident. Business Associate shall provide Covered Entity with the information necessary for Covered Entity to investigate any such Security Incident.
- 14.4 Business Associate shall comply with any reasonable policies and procedures Covered Entity implements to obtain compliance under the Security Rule.
- 15. Miscellaneous.**
- 15.1 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.

- 15.2 Any reference to “promptly” in this Agreement shall mean no more than seven (7) business days after the circumstance or event at issue has transpired. A reference in this Agreement to a section in the Privacy Rule or Security Rule means the section as in effect or as amended or renumbered.
- 15.3 Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to it of a use or disclosure of PHI in violation of any provision of this Agreement.
- 15.4 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.
- 15.5 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.
- 15.6 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.
- 15.7 This Agreement may be amended or modified, and any right under this Agreement may be waived, only by a writing signed by an authorized representative of each party.
- 15.8 Nothing express or implied in this Agreement is intended to confer upon any person other than the parties hereto any rights, remedies, obligations or liabilities whatsoever. Notwithstanding the foregoing, the Covered Entity in this Agreement is the Agency of Human Services operating by and through its **Office of Vermont Health Access**. Covered Entity and Business Associate agree that the term “Covered Entity” as used in this Agreement also means any other Department, Division or Office of the Agency of Human Services to the extent that such other Department, Division, or Office has a relationship with Business Associate that pursuant to the Privacy or Security Rules would require entry into an agreement of this type.
- 15.9 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.
- 15.10 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.
- 15.11 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 12.2 and (b) the obligation of Business Associate to provide an accounting of disclosures as set forth in Section 9 survives the expiration or termination of this Agreement with respect to accounting requests, if any, made after such expiration or termination.

15.12 This Agreement constitutes the entire agreement of the parties with respect to its subject matter, superseding all prior oral and written agreements between the parties in such respect.

(Rev: 3/28/06)

ATTACHMENT F
CUSTOMARY CONTRACT PROVISIONS

1. **Agency of Human Services:** Field Services Directors will share oversight with the department (or office) that is a party to the contract for provider performance using outcomes, processes, terms and conditions agreed to under this contract.
2. **2-1-1 Data Base:** The contractor will ensure that relevant descriptive information regarding its agency, programs and/or contact information is contained in Vermont's 211 database and is accurate and up to date.

3. **Medicaid Program Contractors:**

Inspection of Records. Any contracts 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 contractor or subcontractor.

Subcontracting for Medicaid Services: Having a subcontract does not terminate the contractor, 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 contractor or subcontractor and provide for revoking delegation or imposing other sanctions if the contractor or subcontractor's performance is inadequate. The contractor 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 contracts and subcontracts between the contractor and service providers.

Medicaid Notification of Termination Requirements: Any contractor 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 contractor 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 contractor 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 contractors and subcontractors receiving federal funds must assure that persons with limited English proficiency can meaningfully

access services. To the extent the contractor 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 contractor 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 contractor will assure a drug-free workplace in accordance with 45 CFR Part 76.
7. **Privacy and Security Standards.**

Protected Health Information: The contractor 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 contract. The contractor 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 (HIPPA) and its federal regulations.

Substance Abuse Treatment Information: The confidentiality of any alcohol and drug abuse treatment information acquired by or provided to the contractor or subcontractor 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 contractor agrees to comply with the requirements of AHS Rule No. 96-23 concerning access to information. The contractor 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 contractor shall ensure that all of its employees and subcontractors 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 contractor 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 contractor agrees not to employ any individual, use any volunteer, or otherwise provide reimbursement to any individual who provides care, custody, treatment, services, or supervision to children or vulnerable adults if there is a substantiation of abuse or neglect or exploitation against that individual. The contractor will check the Adult Abuse Registry in the Department of Disabilities, Aging and Independent Living. Unless the contractor holds a valid child care license or registration from the Division of Child Development, Department for Children and Families, the contractor shall also check the Central Child Abuse Registry. (See 33 V.S.A. §4919 & 33 V.S.A. §6911).
9. **Child Abuse Reporting.** Notwithstanding the provision of 33 V.S.A. §4913(a) any agent or employee of the contractor who has reasonable cause to believe that a child has been abused or neglected as defined in Chapter 49 of Title 33 V.S.A. shall report the suspected abuse or neglect to the Commissioner of the Department for Children and Families within one working day. The report shall contain the information required by 33 V.S.A. §4914.

10. **Work Product Ownership.** All data, technical information, materials gathered, originated, developed, prepared, used or obtained in the performance of the contract - 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, regardless of the state of completion, which are prepared for or are a result of the services required under this contract shall be and remain the property of the State of Vermont and 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 developed for the State, the work shall be considered "work for hire," i.e., the State, not the contractor or subcontractor, shall have full and complete ownership of all software computer programs and/or source codes developed.
11. **Software Development.** Without exception or alternate options, it is the State's policy that any application software which is purchased to support a business, operational or service delivery, activity of state government must include the licensing or ownership of the source code. The source code must be delivered to, and reside in, the state agency or department that supports and/or maintains the application and must be available for modification and/or maintenance by state personnel at the sole discretion and option of the State. Source code held in escrow by a third party does not meet the requirement of this policy.
12. **Intellectual Property Ownership.** All work products and items delivered or produced under this agreement will be the exclusive property of the State of Vermont. This includes, but is not limited to, software, documentation, and development materials. The contractor shall not sell or copyright a work product or item produced under this contract without explicit permission from the State. The contractor shall not make information entered in the application available for uses by any other party than the State of Vermont without prior authorization by the State.
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 contractor 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.

Contractors 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.

Revised AHS -4/24/07

ATTACHMENT G – CONTRACT CD

<u>Folder</u>	<u>Names of File</u>
RFP	1. State of Vermont Request for Proposals for Medicaid Technical Assistance 11/6/07 2. Responses to Written Questions and Answers 12/14/07
Proposal	1. Pacific Health Policy Group Technical Proposal 01/03/08 2. Pacific Health Policy Group Cost Proposal 01/03/08

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Contract # 12657
2/15/08 - Attachment G
2/14/00

