STATE OF VERMONT **Contract# 18266**
CONTRACT FOR PERSONAL SERVICES
CHITTENDEN COUNTY TRANSPORTATION AUTHORITY (CCTA)
State of Vermont
Non-Emergency Medical Transportation (NEMT) Services Contract

1. **Parties:** This is a contract for personal services between the State of Vermont, Agency of Human Services, Department of Vermont Health Access ("DVHA" or "Medicaid") and the Chittenden County Transportation Authority (CCTA) with a principal place of business at 15 Industrial Parkway in Burlington, Vermont 05401 (hereafter called "Contractor"). Contractor's form of business organization is a Public Non-Profit Corporation. 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:** The subject matter of this contract is personal services generally on the subject of the Medicaid Bus Pass Program. Detailed services to be provided by the Contractor are described in Attachment A.

3. **Maximum Amount:** In consideration of the services to be performed by Contractor, the State agrees to pay Contractor, in accordance with the payment provisions specified in Attachment B, a sum not to exceed $29,610.00.

4. **Contract Term:** The period of Contractor's performance shall begin on October 1, 2010 and end on June 30, 2011. This contract may be extended for up to two additional years subject to the agreement of both parties.

5. **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 Contractor.

6. **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.

7. Approval by the Attorney General's Office is required. Approval by the Secretary of Administration is not required.

8. **Cancellation:** Either party may cancel this contract by giving written notice at least sixty (60) calendar days in advance.

9. **Attachments:** This contract consists of 31 pages including the following attachments, which are incorporated herein:
   Attachment A - Specifications of Work to be Performed
   Attachment B - Payment Provisions
   Attachment C - Customary State Contract Provisions
   Attachment E - Business Associate Agreement
   Attachment F - AHS Policy 96-23

   The order of precedence shall be:
   1) This document

2) Attachment C
3) Attachment A
4) Attachment B
5) Attachment E
6) Attachment F

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

BY THE STATE OF VERMONT:

Date: 11/15/10

Signature: Susan W Besio

Name: Susan W Besio

Title: Commissioner

Agency of Human Services,
Department of Health Access

BY THE CONTRACTOR:

Date: 11/11/10

Signature: Chris Cole

Name: CHRIS COLE

Title: GENERAL MANAGER

Phone:
e-mail:
Alternative Contact: (if any)

ATTACHMENT A
SPECIFICATIONS OF WORK TO BE PERFORMED

1. OVERVIEW

The Chittenden County Transportation Authority (CCTA) agrees to administer a Medicaid Bus Pass Program to provide bus passes with corresponding bus transportation for eligible beneficiaries according to the terms of this contract.

2. DEFINITIONS AND ACRONYMNS

AHS: Agency of Human Services.

Beneficiary: Medicaid enrollee (or beneficiary or client or recipient) eligible for the Medicaid Bus Pass Program.

Contractor: Chittenden County Transportation Authority (CCTA); administrator of the Medicaid Bus Pass Program.

CMS: Centers for Medicare and Medicaid Services.

Contractor's Fiscal Year: July 1st - June 30th.

DAIL: Department of Disabilities, Aging and Independent Living.

DCF: Department for Children and Families.

DDS: Disability Determination Services.

DMH: Department of Mental Health.

ESD: Economic Services Division.

Fiscal Agent: HP Enterprise Services. whose address is at P.O. Box 888, Williston VT 05495

HIPAA: Health Insurance Portability and Accountability Act.

HP: HP Enterprise Services (HP) is the DVHA's fiscal agent; processes transportation claims for reimbursement for NEMT provided under this contract.

MMIS: Medicaid Management Information System.

NCIC: National Criminal Information Center.

DVHA: Department of Vermont Health Access.

Registry or Registries: means the Registries of substantiated instances of abuse, neglect or exploitation of a children and vulnerable adult maintained by AHS pursuant to law.

Rider: passenger in a mode of transport.

SFY: State Fiscal Year, July 1st – June 30th

Trip: see "counting trips".

VDH: Vermont Department of Health.

WAM: Welfare Assistance Manual.

WIC: Women, Infant and Children.

3. GENERAL OPERATIONAL REQUIREMENTS

Contractor is required to:

a. Assure that staffing is available at least eight (8) hours per day and that Contractor offices provide continuous telephone coverage Monday through Friday from 8:00 AM to 5:00 PM; state and federal holidays are excluded from this requirement. Non-compliance with this requirement will result in a reduction of the Contractor's budget by a percentage equal to the number of days service is unavailable.

b. Provide a voice mail system so that beneficiaries may contact Contractor after normal business hours.

c. Issue Medicaid Bus Passes only to those requesting beneficiaries on the most recent warrant for the time period applicable to the warrant.

d. Issue Medicaid Bus Passes only to those beneficiaries on the most recent exception list for the time period indicated.

e. Follow the instructions included in the VPTA Bus Pass Procedure Manual.

f. Deactivate bus passes before the beginning of each month as indicated by the most recent version of the warrant or when notified by DVHA that a bus pass holder (i.e., beneficiary) has become ineligible for transportation benefits, and within 48 hours of notice at other times.

g. Provide electronic bus pass media to track bus pass usage by Medicaid beneficiaries and provide reports to DVHA.

h. Enter bus pass numbers into the tracking system as issued or at minimum on a daily basis.

i. Follow the exception process established by the DVHA.

j. Follow the CCTA Passenger Code of Conduct.

k. Contact the DVHA for any exception requests; an exception request indicates that an individual does not appear on the most recent version of the warrant but is requesting a Medicaid Bus Pass or direct individuals to contact the DVHA if an individual does not appear on the most recent version of the warrant but is requesting a Medicaid Bus Pass.

on the most recent version of the warrant but is requesting a Medicaid Bus Pass.

l. Notify the DVHA without delay if it appears that, for any reason, transportation services may not be available in any location, and take all possible steps to restore services.

m. Resolve disputes with beneficiaries; the DVHA is not responsible for any costs incurred as a result of disputes between the Contractor and beneficiaries.

n. Reimburse vendors within sixty (60) calendar days after receipt of an invoice.

o. Ensure that the DVHA has the most up-to-date website link information so that the DVHA's website can include a link to the Contractor's website.

p. Ensure that information technology (IT) resources are available to support Contractor's use of the IT systems in meeting the requirements of this contract.

q. Ensure that staffing is adequate to support Contractor in meeting the requirements of this contract.

r. Provide balance sheets and profit/loss statements within sixty (60) calendar days after the quarter ends to the DVHA.

s. If applicable, provide the DVHA with copies of all executed subcontracts.

t. Bear the expense for actual transports/bus passes provided under this contract that are denied either because the beneficiary was found to be ineligible for transportation on the date of service. This provision shall not apply when and if the DVHA is responsible for relevant errors, omissions, or delays.

The warrant and the exception list are the two eligibility tools. If the Contractor transports a beneficiary and chooses not to verify eligibility, the Contractor absorbs the costs of the transport if that person was not an eligible beneficiary at the time of the service.

u. Comply with all federal and state rules that apply to this contract.

v. Provide a copy of the Contractor's annual audit to the DVHA within 30 calendar days its completion.

w. Provide transports at no cost to the Medicaid beneficiary. WAM M154 states: "A provider must accept as payment in full the amounts paid in accordance with the fee schedule established by Medicaid". Accordingly, Contractor is strictly prohibited from allowing carriers to impose additional transportation charges on Medicaid beneficiaries for trips paid for by Medicaid.

x. Provide the DVHA with the schedule for all of the Contractor's anticipated board meetings (dates/times/locations) during the contract term; Contractor will notify the DVHA promptly and in advance, of any changes.

Contactor/Broker must submit the schedule to the DVHA prior by January 15, 2009.

without disruption or any adverse occurrence.

z. Comply with all applicable State of Vermont and Federal motor vehicle laws while transporting beneficiaries pursuant to this contract. To the extent that the Contractor subcontracts pursuant to this Contract, an agreement by the Contractor to comply with all applicable State of Vermont and Federal motor vehicle laws shall be included in the agreement. This includes but is not limited to ensuring that the driver is appropriately licensed and insured and that the vehicle is appropriately registered, inspected and insured.

aa. Submit final Cost Allocation Plan to the DVHA at the same time the plan is submitted to the Agency of Transportation.

4. TRANSPORTATION OF INDIVIDUALS WITH DISABILITIES

Contractor and the DVHA are in agreement that special efforts are and will continue to be made to assure that transportation is provided to individuals with disabilities, including wheel chair and semi-ambulatory persons.

5. CONFIDENTIALITY AND DISCLOSURE OF INFORMATION

a. Contractor shall take steps necessary to assure the confidentiality of any eligibility information with which it is entrusted and that all Contractor subcontractors, employees and volunteers have signed statements acknowledging AHS Rule No. 96-23 concerning Access to Information included in this Contract as Attachment F.

b. Federal and state law prohibits a Contractor from disclosing confidential beneficiary information to a third party, except when:
   - The beneficiary specifically asks a third party to intervene on his/her behalf and/or specifically consents to releasing information to a third party.
   - The information is directly related to the administration of transportation as a Medicaid covered service.
   - The information is requested by other AHS departments for legitimate program purposes.
   - A law enforcement officer requests the current address of a beneficiary who is a fugitive felon.
   - The disclosure is pursuant to a court order or otherwise required by law.

   If Contractor has any questions about the disclosure of information, contact the DVHA rather than risk a breach in confidentiality.

6. USE AND DISPOSAL OF EQUIPMENT

The DVHA is purchasing administration and services under this contract, not equipment. Therefore, Contractor is required to adhere to the following:

a. All equipment needed to provide services under this contract is the sole responsibility of the Contractor, including but not limited to, financing the purchase, providing for maintenance, training, use and disposal.

b. Equipment purchased to support this contract shall be maintained in a prudent manner to ensure the maximum life of said equipment.

c. The Contractor owns the equipment purchased to support this contract.

7. REPORT SUSPECTED FRAUD, WASTE OR ABUSE

If Contractor becomes suspicious of fraud, waste or abuse in relation to the Medicaid Bus Pass Program by a beneficiary, contact the DVHA IMMEDIATELY.

Suspected abuse, neglect or exploitation of vulnerable adults must be reported to Adult Protective Services at 1-800-564-1612. Please let it be noted that since Contractor is a contractor of the State of Vermont, Agency of Human Services, as such Contractor is mandated by state law to report such suspected abuse, neglect or exploitation whether such can be verified or not.

8. INCIDENT REPORTING

Contractor shall notify the DVHA within 24 hours of finding out that an incident occurred related to the transport of a beneficiary that required either the police or an ambulance to be called.

9. DISPUTES

Prior to the institution of litigation concerning any dispute arising under the contract, the Secretary of the AHS of the State of Vermont is authorized, subject to any limitations or conditions imposed by regulations, to settle, compromise, pay, or otherwise adjust the dispute by or against or in controversy with, a Contractor relating to a contract entered into by the AHS on behalf of the State or any State department or office, including a claim or controversy based on a contract, mistake, misrepresentation, or other cause for contract modification or rescission, but excluding any claim or controversy involving penalties or forfeitures prescribed by statute or regulation where an official other than the Secretary of the AHS is specifically authorized to settle or determine such controversy.

A "contract dispute" shall mean a circumstance whereby a Contractor and the State entity are unable to arrive at a mutual interpretation of the requirements, limitations, or compensation for the performance of a contract.

The Secretary of the AHS shall be authorized to resolve contract disputes between Contractor and State entities upon the submission of a request in writing from either party, which request shall provide:

- A description of the problem, including all appropriate citations and references from the contract in question.
- A clear statement by the party requesting the decision of the Secretary's interpretation of the contract.
- A proposed course of action to resolve the dispute.

The Secretary shall determine whether:

- The interpretation provided is appropriate.
- The proposed solution is feasible.
- Another solution may be negotiable.

If a dispute or controversy is not resolved by mutual agreement, the AHS Secretary or his/her designee shall promptly issue a decision in writing after receipt of a request for dispute resolution. A copy of the decision shall be mailed or otherwise furnished to the Contractor. If the Secretary does not issue a written decision within 30 calendar days after written request for a final decision, or within such longer period as might be established by the parties to the contract in writing, then the contractor may proceed as if an adverse decision had been received.

Appeals of the AHS Secretary's decision may be taken to the Washington County Superior Court under the same conditions and under the same practice as appeals are taken from judgments in civil cases. If damages awarded on any contract claim under this section exceed the original amount of the contract, such excess shall be limited to an amount which is equal to the amount of the original contract. No person, firm, or corporation shall be permitted more than one money recovery upon a claim for the enforcement of or for breach of contract with the State.

10. NEWS RELEASES AND PUBLICITY

News releases pertaining to this contract or the services, study, data, program or project to which it relates, shall not be made without prior DVHA approval (verbal or written as specified by the DVHA), and then only in accordance with the explicit written instructions from the DVHA. No results of the program are to be released without prior written approval of the DVHA and then only to persons designated.

Any publicity given to the program or services provided herein, including, but not limited to, notices, information pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Contractor, shall not be released without prior written approval from the DVHA.

11. RELATED CONTRACTS

The DVHA may undertake other contracts for work related to this contract or any portion thereof. The Contractor shall be bound to cooperate fully with such other contractors as directed by the DVHA in all such cases. All subcontractors will be required to abide by this provision as a condition of the contract between the subcontractor and the Contractor.

12. MEDICAID BUS PASS PROGRAM BILLING AND RECONCILIATION

Contractor is required to adhere to the following:

a. Billing Process - follow the instructions included in the "VPTA Bus Pass Procedure Manual and R & R Advice Processing Instructions" "VPTA Reconciliation and Remittance Advice Processing Instructions", with any subsequent updates, to facilitate billing and reconciliation for the Medicaid Bus Pass Program. Complete billing of bus fares and passes through EDS on a monthly basis.

b. Bills must be submitted no later than one hundred eighty (180) calendar days after the date of service.

13. REPORTING

a. Monthly Status Report

Contractor is required to:

— Produce and submit a monthly status report to the DVHA for the duration of the contract term. The status reports are for the periods from the 1st day of the month at 12:00am through the last day of the month at 11:59pm, due by noon on the 3rd day of the following month. Examples of report dates with due dates are depicted below:

Report #	Reporting Period	Due to DVHA by noon on:
1	1/1/09-1/31/09	2/03/09
2	2/01/09-2/28/09	3/03/09
3	3/01/09-3/31/09	4/03/09

— Follow the schedule depicted by the above example for the duration of the contract term.

— Use the status report template provided by the DVHA and be comprehensive in reporting under the sections included in the report template.

Complaints
The status report template will include a section for the Contractor to report beneficiary complaints but the complaint information compiled in the status report will not identify the beneficiary.

Beneficiary Relations
Contractor is required to report on any issues or opportunities for the Contractor to enhance the relationship between the Contractor with the beneficiaries covered by this contract. Any written communication targeted at the beneficiaries covered by this contract must be approved by the DVHA prior to distributing to the beneficiaries. The status report template will include a section for the Contractor to describe its beneficiary relations activities.

Staffing and Board of Director Changes
Contractor is required to:

— Notify the DVHA of any staffing or Board of Director changes as part of the status report. The status report template will include a section for these changes.

— Provide the DVHA with the date, time and location of board meetings at least a week in advance of the meeting and any updates to the date, time and location as soon as the information is known to the Contractor. Contractor is required to provide the DVHA with a board meeting schedule once one is set and provide the date, time and location of the Contractor's annual meeting once known to the Contractor.

Program Integrity
Contractor is required to report fraud, waste and abuse issues to the DVHA IMMEDIATELY upon identification. The status report template will include a section for the Contractor to summarize any issues/opportunities for addressing fraud, waste and abuse.

Financial/Operations
Contractor is required to report any financial or operational issues impacting its ability to meet the requirements of this contract.

b. Monthly Status Meetings or Conference Calls

Contractor is required to confer with the DVHA on a monthly basis either in an in-person meeting or via conference call. These meetings/conference calls are expected to be 30-60 minutes in duration and provide an opportunity for Contractor to ensure that the DVHA is kept informed about any issues, opportunities and financials related to the requirements included in this contract.

At its sole discretion, but in consultation with the Contractor, the DVHA may cancel, reschedule or change the frequency or duration of the meeting/conference call.

Agenda
At least 24 hours before the monthly status meeting/conference call, the Contractor must provide the DVHA with an agenda for the call inclusive of the topics and any materials or documents that may assist the DVHA in preparing in advance to participate in the call.

c. Statistical Reports

Contractor is required to:

— Follow the instructions included in the "VPTA Statistical Reporting Procedure Manual", last edited 4/2008, with any subsequent updates, to facilitate reporting for Medicaid and Dr. Dynasaur Reach-Up transports.

Monthly
Deliver bus pass usage reports to DVHA in secure electronic format within 30 days of the end of each month.

Quarterly
A final quarterly bus pass usage report is due on the following schedule:

Quarterly Report #	Reporting Period	Due to DVHA by:
1	1/1/09-3/31/09	5/1/09
2	4/1/09-6/30/09	8/1/09

Final
A final bus pass usage report for the period from 1/1/09-6/30/09 is due by 8/1/09. The Contractor's Retainage (see Retainage, Attachment B) for the period from 4/1/09-6/30/09 will only be paid upon receipt of the final bus pass usage report.

14. DVHA RESPONSIBILITIES

The Department of Vermont Health Access (DVHA) is responsible for:

a. Maintaining and making available guidelines and definitions consistent with this Contract to assist the Contractor in the implementation and operation of this contract.

b. Providing secure transmission from State of Vermont computer system of monthly updated bus pass warrant for CCTA's use in administering the Medicaid Bus Pass Program, and

billing and tracking of bus passes.

c. Notifying CCTA of Medicaid bus pass exceptions that may require deactivation of certain bus passes prior to end of month.

d. Providing information, including program changes, to Contractor to assure adherence to DVHA process, policies and procedures, and to assure quality and continuity of service; and to issue updates in a timely manner.

e. Providing timely responses to Contractor questions.

f. Providing updated documentation and forms relevant to this contract, to Contractor in a timely manner.

g. Paying CCTA in accordance with federal and state regulations and the provisions of this Contract for bus fares and bus passes through EDS and for administrative expenses as depicted in Contract Attachment B.

h. Mediating disputes and/or resolving issues between Contractor and beneficiaries when they cannot be resolved between the Contractor and the beneficiary.

i. Providing timely program eligibility information to the Contractor as applicable under this contract.

j. Supplying Contractor with copies of DVHA-220MT upon Contractor request.

k. Reviewing Contractor status reports; providing feedback as applicable.

l. Reviewing Contractor bus pass usage reports; providing feedback as applicable.

m. Conducting Contractor monthly status meetings.

n. Reviewing documents that pertain to this contract that the Contractor plans to distribute to a single beneficiary or the beneficiaries relevant to this contract.

o. Include a link to the Contractor's website from the DVHA's website.

15. STATE POINTS OF CONTACT

The Contractor's primary point of contact for this contract is:

Clark Eaton, Provider Relations Specialist, Department of Vermont Health Access
312 Hurricane Lane, Suite 201
Williston, VT 05495

Email: Clark.Eaton@ahs.state.vt.us
Telephone: 802.879.5647

The Contractor may also have regular contact with:

Cathy Voyer, Director of Housing and Transportation, Agency of Human Services
Email: Cathy.Voyer@ahs.state.vt.us
Telephone: 802.241.4624

Stephanie Beck, Communications Director, Department of Vermont Health Access
Email: Stephanie.Beck@ahs.state.vt.us
Telephone: 802.879-5939

ATTACHMENT B

PAYMENT PROVISIONS

The maximum dollar amount payable under this contract is not intended to guarantee any amount of payment under this contract. The Contractor will be paid at the billable rates for services actually performed, up to the maximum allowable amount.

1. Summary of Billable Services

TYPE OF SERVICE	TYPE OF PAYMENT	DESCRIPTION	SCHEDULE	MAXIMUM UNDER THIS CONTRACT	NOTES
Administrative (General)	Monthly Administrative Fee	Payment for administrative services	$3290.00/month billed monthly on the 15th of the month following the month of service	$29,610.00	
Medicaid Bus Fares & Passes	Reimbursement Rates per contract	$1.25 per ride for up to 33 rides at the general public rate of $1.25. At the point that a rider has accumulated 33 trips, maximum payment for a monthly pass of $42.00 will be charged.		Billed through EDS.	Billed through EDS.
MAXIMUM UNDER THIS CONTRACT				**$29,610.00**	

2. Retainage

Contractor agrees to a 5% retainage from each monthly invoice. The retainage will accumulate during each quarter (3rd quarter: Jan, Feb, Mar; 4th quarter: Apr, May, Jun). Contractor can invoice for the retainage after the conclusion of the quarter. The DVHA will pay the retainage to the Contractor unless it has notified the Contractor that Contractor has failed to perform one or more of the requirements set forth in this contract.

The Contractor may forfeit all or part of the retainage. However, before any suspension or forfeiture of retainage funds occurs, the DVHA will give written notice to the Contractor of the nature of such failure/breach and provide Contractor with a 15 calendar day opportunity to cure such failure/breach. If a failure/breach cannot be reasonably cured within such 15 day period, at the DVHA's discretion, the Contractor may be given a longer period to correct the failure/breach.

The Contractor and the DVHA may revisit the retainage as part of a contract extension.

3. Basic Invoice Line Items (Example)

(the following examples are intended as a guide for invoicing only)

Example 1: Regular Invoicing		Example 2: Invoicing for Retainage	
2/15/09: Invoice for January 1-31, 2010		4/15/09: Invoice for March 1-31, 2010	
Administrative		Administrative	
Administrative	$ 3334	Administrative	$3334
Less Retainage	($ 167)	Less Retainage	($ 167)
		Retainage Due	$ 501
Total Due (for Jan)	$ 3167	Total Due (for Mar)	$3668

4. Submission of Invoices

Email Invoices to:
Clark Eaton, Provider Relations Specialist, Department of Vermont Health Access
Email: clark.eaton@ahs.state.vt.us

5. No Beneficiary Information with Invoices

Contractor is not to submit any beneficiary information that identifies a specific beneficiary with invoices. If the DVHA wants specific beneficiary information, the DVHA will request it. The Contractor must retain the supporting documentation and provide it to the DVHA upon request.

6. Reimbursement Rates

Reimbursement rates charged under this contract can only be changed upon prior review by DVHA and with DVHA's approval. If rates change during the term of this contract, Contractor must notify DVHA and receive DVHA's approval of the new rates prior to charging the new rate.

ATTACHMENT C
CUSTOMARY PROVISIONS FOR CONTRACTS AND GRANTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

9. **Requirement to Have a Single Audit:** In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, and if this Subrecipient expends $500,000 or more in federal assistance during its fiscal year, the Subrecipient is required to have a single audit

conducted in accordance with the Single Audit Act, except when it elects to have a program specific audit.

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

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

The Subrecipient will complete the Certification of Audit Requirement annually within 45 days after its fiscal year end. If a single audit is required, the sub-recipient will submit a copy of the audit report to the primary pass-through Party and any other pass-through Party that requests it within 9 months. If a single audit is not required, the Subrecipient will submit the Schedule of Federal Expenditures within 45 days. These forms will be mailed to the Subrecipient by the Department of Finance and Management near the end of its fiscal year. These forms are also available on the Finance & Management Web page at: http://finance.vermont.gov/forms

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

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

12. **Set Off**: The State may set off any sums which the Party owes the State against any sums due the Party under this Agreement; provided, however, that any set off of amounts due the State

of Vermont as taxes shall be in accordance with the procedures more specifically provided hereinafter.

13. Taxes Due to the State:

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

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

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

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

14. Child Support: (Applicable if the Party is a natural person, not a corporation or partnership.) Party states that, as of the date the Agreement is signed, he/she:

a. is not under any obligation to pay child support; or
b. is under such an obligation and is in good standing with respect to that obligation; or
c. has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan.

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

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

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

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

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

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

State of Vermont – Attachment C
Revised AHS - 4-06-09

ATTACHMENT E
BUSINESS ASSOCIATE AGREEMENT

THIS BUSINESS ASSOCIATE AGREEMENT ("AGREEMENT") IS ENTERED INTO BY AND BETWEEN THE STATE OF VERMONT AGENCY OF HUMAN SERVICES OPERATING BY AND THROUGH ITS DEPARTMENT, OFFICE, OR DIVISION OF (_____INSERT DEPARTMENT, OFFICE, OR DIVISION) **("COVERED ENTITY") AND** (_____INSERT NAME OF THE CONTRACTOR) **("BUSINESS ASSOCIATE") AS OF** (_____INSERT DATE) **("EFFECTIVE DATE"). THIS AGREEMENT SUPPLEMENTS AND IS MADE A PART OF THE CONTRACT TO WHICH IT IS AN ATTACHMENT.**

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

The parties agree as follows:

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

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

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

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

2. **Permitted and Required Uses/Disclosures of PHI**.

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

   2.2 Business Associate may make PHI available to its employees who need access to perform Services provided that Business Associate makes such employees aware of the use and disclosure restrictions in this Agreement and binds them to comply with such restrictions. Business Associate may only disclose PHI for the purposes

authorized by this Agreement: (a) to its agents (including subcontractors) in accordance with Sections 8 and 16 or (b) as otherwise permitted by Section 3.

3. **Business Activities**. Business Associate may use PHI received in its capacity as a "Business Associate" to Covered Entity if necessary for Business Associate's proper management and administration or to carry out its legal responsibilities. Business Associate may disclose PHI received in its capacity as "Business Associate" to Covered Entity for Business Associate's proper management and administration or to carry out its legal responsibilities if a disclosure is Required by Law or if (a) Business Associate obtains reasonable written assurances via a written agreement from the person to whom the information is to be disclosed that the PHI shall remain confidential and be used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person and (b)
the person notifies Business Associate, within three business days (who in turn will notify Covered Entity within three business days after receiving notice of a Breach as specified in Section 5.1), in writing of any Breach of Unsecured PHI of which it is aware. Uses and disclosures of PHI for the purposes identified in this Section must be of the minimum amount of PHI necessary to accomplish such purposes.

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

5. **Documenting and Reporting Breaches**.

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

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

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

risk of harm. When requested by Covered Entity, Business Associate shall make its risk assessments available to Covered Entity.

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

7. **Providing Notice of Breaches.**

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

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

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

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

8. **Agreements by Third Parties**. Business Associate shall ensure that any agent (including a subcontractor) to whom it provides PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity agrees in a written agreement to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such PHI. For example, the written contract must include those restrictions and conditions set forth in Section 14. Business Associate must enter into the written agreement before any use or disclosure of PHI by such agent. The written agreement must identify Covered Entity as a direct and intended third party beneficiary with the right to enforce any breach of the agreement concerning the use or disclosure of PHI. Business Associate shall provide a copy of the written agreement to Covered Entity upon request. Business Associate

may not make any disclosure of PHI to any agent without the prior written consent of Covered Entity.

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

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

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

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

13. **Termination**.

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

13.2 If Business Associate breaches any material term of this Agreement, Covered Entity may either: (a) provide
an opportunity for Business Associate to cure the breach and Covered Entity may terminate this Contract without liability or penalty if Business Associate does not cure the breach within the time specified by Covered Entity; or (b) immediately terminate this Contract without liability or penalty if Covered Entity believes that

cure is not reasonably possible; or (c) if neither termination nor cure are feasible, Covered Entity shall report the breach to the Secretary. Covered Entity has the right to seek to cure any breach by Business Associate and this right, regardless of whether Covered Entity cures such breach, does not lessen any right or remedy available to Covered Entity at law, in equity, or under this Contract, nor does it lessen Business Associate's responsibility for such breach or its duty to cure such breach.

14. Return/Destruction of PHI.

14.1 Business Associate in connection with the expiration or termination of this Contract shall return or destroy, at the discretion of the Covered Entity, all PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity pursuant to this Contract that Business Associate still maintains in any form or medium (including electronic) within thirty (30) days after such expiration or termination. Business Associate shall not retain any copies of the PHI. Business Associate shall certify in writing for Covered Entity (1) when all PHI has been returned or destroyed and (2) that Business Associate does not continue to maintain any PHI. Business Associate is to provide this certification during this thirty (30) day period.

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

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

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

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

16.2 Business Associate shall ensure that any agent (including a subcontractor) to whom it provides Electronic PHI agrees in a written agreement to implement and use administrative, physical, and technical safeguards that reasonably and appropriately protect the Confidentiality, Integrity and Availability of the Electronic PHI. Business Associate must enter into this written agreement before any use or disclosure of Electronic PHI by such agent. The written agreement must identify Covered Entity

as a direct and intended third party beneficiary with the right to enforce any breach of the agreement concerning the use or disclosure of Electronic PHI. Business Associate shall provide a copy of the written agreement to Covered Entity upon request. Business Associate may not make any disclosure of Electronic PHI to any agent without the prior written consent of Covered Entity.

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

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

17. Miscellaneous.

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

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

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

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

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

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

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

(AHS Rev: 8/31/10)

ATTACHMENT F
AGENCY OF HUMAN SERVICES' CUSTOMARY CONTRACT PROVISIONS

1. **Agency of Human Services – Field Services Directors** will share oversight with the department (or field 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 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 Contractor 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 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 Department 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 Department 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 (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 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. 08-048 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 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 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(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 Contractor who, in the performance of services connected with this agreement, has contact with clients or is a caregiver and who has reasonable cause to believe that a child or vulnerable adult has been abused or neglected as defined in Chapter 49 or abused, neglected, or exploited as defined in Chapter 69 of Title 33 V.S.A. shall make a report involving children to the Commissioner of the Department for Children and Families within 24 hours or a report involving vulnerable adults to the Division of Licensing and Protection at the Department of Disabilities, Aging, and Independent Living within 48 hours. This requirement applies except in those instances where particular roles and functions are exempt from reporting under state and federal law. Reports involving children shall contain the information required by 33 V.S.A. §4914. Reports involving vulnerable adults shall contain the information required by 33 V.S.A. §6904. The Contractor will ensure that its agents or employees receive training on the reporting of abuse or neglect to children and abuse, neglect or exploitation of vulnerable adults.

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

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

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

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

    The Contractor will ensure the physical and data security associated with computer equipment - including desktops, notebooks, and other portable devices - used in connection with this agreement. The Contractor will also assure that any media or mechanism used to

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

12. **Computing and Communication:** The Contractor 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 Contractor as part of this agreement. Options include, but are not limited to:

    1. Contractor's provision of certified computing equipment, peripherals and mobile devices, on a separate Contractor'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 Contractor.

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.

Attachment F - Revised AHS -12-08-09