DVHA Routing Form

Revision Date 7/7/14

Type of Agreement: **Grant** Agreement #: **03410-1385-15** Form of Agreement: **New** Amendment #:

Name of Recipient: **Fletcher Allen Health Care** Vendor #: **7449**

Program Manager : **Jenney Samuelson** Phone #: **802-872-7532**

Agreement Manager: Natalie Elvidge 802-879-7956

Brief Explanation of Agreement: **Administer the Blueprint for Health in the Chittenden County Health Service Area**

Start Date: **October 1, 2014** End Date: **September 30, 2015** Maximum Amount: **$292,800.00**

Amendments Only: Maximum Prior Amount: **$0.00** Percentage of Change: **0.00%**

Bid Process (Contracts Only): ☐ Standard ☐ Simplified ☐ Sole Source ☐ Statutory ☐ Master Contract SOW

Funding Source

Global Commitment 93.778	**$247,800.00**		
Purchased GC: HIT	**$45,000.00**		

Contents of Attached Packet

☐ AA-14 ☒ Attachments A, B, C & F ☐ Attachment G - Academic Research

☐ Sole Source Memo ☐ Attachment D - Modifications to C & F ☐ MOU

☐ Qualitative/Justification Memo ☒ Attachment E - Business Associate Agreement ☐ Other:

Reviewer		Reviewer Initials	Date Signed
DVHA Grant & Contract Administrator	**Emily Trantum**	E.T.	September 29, 2014
DVHA BO	**Jill Gould**	J.G.	September 29, 2014
DVHA Commissioner or Designee	**Mark Larson, Commissioner**	M.L.	September 29, 2014
AHS Attorney General	**Jared Bianchi, AAG**	J.B.	September 30, 2014
Following Approvals for Contracts Only:			
AHS CIO			
AHS Central Office			
AHS Secretary			

☐ CMS Approval ☐ CMMI Approval ☐ Other Approval

Vision Account Codes:
$247,800.00 3410010500/20405/550500/41628
$45,000.00 3410010500/20405/550500/41692

☐ FFATA Entry ☐ Grant Tracking Module Vision PO #: Initials & Date: Approval & B/C:

1. **Parties:** This is a Grant Agreement for services between the State of Vermont, Department of Vermont Health Access (hereafter called "State"), and Fletcher Allen Health Care with a principal place of business at Burlington, Vermont (hereafter called "Grantee"). It is the Grantee's responsibility to contact the Vermont Department of Taxes to determine if, by law, the Grantee is required to have a Vermont Department of Taxes Business Account Number.

2. **Subject Matter:** The subject matter of this Procurement Grant Agreement is to administer the Blueprint for Health in the Chittenden County Health Service Area. Detailed services to be provided by the Grantee are described in Attachment A.

3. **Maximum Amount:** In consideration of services to be performed by the Grantee, the State agrees to pay the Grantee, per payment provisions specified in Attachment B, a sum not to exceed $292,800.

4. **Grant Term:** The effective date of this Grant Agreement shall be October 1, 2014 and end on September 30, 2015. This grant may be renewed for an additional two (2), one (1) year terms beyond the original term of this grant as agreed by both parties.

5. **Source of Funds:**

Global Commitment	$247,800	Purchased GC: HIT	$45,000	Federal	$0

6. **Federal Funds Information:**

$292,800

CFDA Title:	Medical Assistance Program, Medicaid Title XIX
CFDA Number:	93.778
Award Name:	Medicaid - Admin & Program
Award Number:	VT20124
Award Year:	FFY12
Federal Granting Agency:	HHS/ Centers for Medicare and Medicaid Services

Research and Development Grant? Yes No

7. **Amendment:** No changes, modifications, or amendments in the terms and conditions of this procurement grant shall be effective unless reduced to writing, numbered, and signed by the duly authorized representative of the State and Grantee.

8. **Cancellation:** This procurement grant agreement may be suspended or cancelled by either party by giving the other party written notice at least 30 days in advance. Notwithstanding this provision, if a governmental agency with due authority determines that a program or facility operated by the Grantee, wherein services authorized under this procurement grant are provided, is not in compliance with State and Federal law, the State may terminate this procurement grant immediately and notify the Grantee accordingly. Also, in the event that federal funds supporting this procurement grant become unavailable or are reduced, the State may cancel this procurement grant with no obligation to pay the Grantee from State revenues.

9. **Contact Persons for this Award:**

	State Fiscal Manager	Blueprint Assistant Director/Program Manager	For the Grantee
Name:	Natalie Elvidge	Jenney Samuelson	Penrose Jackson

Phone #:	802-879-7956	802-872-7532	802-847-3445
E-mail:	Natalie.Elvidge@state.vt.us	Jenney.Samuelson@state.vt.us	Penrose.Jackson@vtmednet.org

10. **Fiscal Year:** Grantee's fiscal year starts on October 1 and ends on September 30.

11. **Attachments:** This Grant consists of 41 pages including the following attachments which are incorporated herein:

    Attachment A – Scope of Work to be Performed
    Attachment B – Payment Provisions
    Attachment C – Customary State Contract and Grant Provisions
    Attachment D – Modifications of Insurance
    Attachment E – Business Associate Agreement
    Attachment F – AHS Customary Grant Provisions
    Appendix I – Required Forms

Order of precedence of these documents shall be as follows:

1. Attachment D – Modifications of Insurance
2. Attachment C – Customary State Contract and Grant Provisions
3. Attachment A – Specifications of Work to be Performed
4. Attachment B – Payment Provisions
5. Attachment E – Business Associate Agreement
6. Attachment F – AHS Customary Grant Provisions
7. Appendix I – Required Forms

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

BY THE STATE OF VERMONT: **BY THE GRANTEE:**

11-24-14 11-13-14

MARK LARSON, COMMISSIONER
AHS/DVHA
312 Hurricane Lane, Suite 201
Williston, VT 05495-2087
Phone: 802-879-5901
Email: Mark.Larson@state.vt.us

DATE

ANNA NOONAN, VP
FLETCHER ALLEN HEALTH CARE
111 Colchester Avenue
Burlington, Vermont 05401
Email: Anna.Noonan@vtmednet.org

DATE

ATTACHMENT A
SCOPE OF WORK TO BE PERFORMED

I. Overview of Work to be Performed

This grant agreement is to manage ongoing operations of the Vermont Blueprint for Health in the local Health Service Area (HSA). The Grantee will lead and oversee the Blueprint infrastructure to sustain a learning health system comprised of:

A. Project Management
B. Advanced Primary Care Practices (APCPs)
C. Community Health Teams
  C.1. Community Health Team (CHT) Staffing and Design
  C.2. Core CHT
  C.3. Extended and Functional CHTs
D. Health Information Technology Interface with State Health Information Exchange and Covisint DocSite Registry
E. Administration of Blueprint Payment Processes and Participation in Blueprint Evaluation
F. Blueprint Sponsored Self-Management Programs
G. Training and Travel
H. Reporting Requirements
I. Subcontractor Requirements

II. Scope of Work and Performance Expectations

The Grantee shall perform the scope of work and meet the performance expectations detailed in the sections below.

A. Project Management

The Grantee will hire and dedicate 2.2 full-time equivalents to project management activities. The project management staffing plan will be updated and submitted to the State in writing by the Grantee by October 15, 2014 and within 15 days of any changes. The plan then requires approval by the State. Project Management activities may be divided between no more than four (4) individuals.

The Grantee shall identify a primary Project Manager to oversee Blueprint implementation in the local HSA. In the event of a Project Manager vacancy, the Grantee shall involve the State in the resume review, interviewing, and hiring process for a new Project Manager, including forwarding all resumes submitted for the position to the Blueprint Assistant Director assigned to the HSA. While the State agrees to abide by the organizational hiring policies of the Grantee, the Blueprint Assistant Director will make recommendations to the Grantee during the interviewing process, which the Grantee shall consider as part of its hiring decision.

The Project Manager shall be the local contact responsible for overseeing all programmatic and administrative components of the grant agreement. The Project Manager shall work collaboratively with the State and participate in person in regularly scheduled statewide Blueprint program activities and meetings, including, but not limited to:

- Project Manager meetings
- Expansion Design and Evaluation Committee meetings
- Payment Implementation Work Group meetings
- Information Technology meetings
- The Blueprint Annual and Semi-Annual Meetings

The Project Manager shall develop project reports as set out under this agreement, ensure Health Service Area (HSA) participation in Blueprint for Health evaluation activities, and complete reports as required for payments from the State.

The Project Manager shall lead the recruitment of area primary care (internal medicine, family practice, pediatric, and naturopath) practices to participate in the Blueprint for Health in the Grantee's HSA. The Project Manager will use its best efforts to support practices to engage in continuous process improvements and achieve National Committee for Quality Assurance (NCQA) Patient-Centered Medical Home (PCMH) recognition, including practice facilitation, IT reporting, and CHT. The Project Manager shall work to collaborate with the Practice Facilitator(s) and interested Accountable Care Organization(s) (ACO)s to promote quality improvement, including designs of and participation in learning collaboratives, training events, and mechanisms to ensure innovation between practices.

Local implementation of the State's Blueprint for Health requires the participation of a wide array of community partners and stakeholders to:

- Operate community health team(s)
- Coordinate health information technology connectivity
- Support the development of a learning health system
- Participate in regional ACO planning and other health reform activities.

The Grantee shall convene, lead, and provide staffing support for stakeholder planning and advisory groups to implement the Blueprint and collaborate with ACO(s) locally, as appropriate. The State shall assist the Grantee in its collaboration with ACOs by identifying ACOs that have expressed an interest in working with the Grantee for purposes of health care reform.

Grant Deliverables

Grantee Shall:

I. Identify a primary Project Manager with organizational support to meet all the obligations and responsibilities found within this agreement

II. Provide a Project Management Staffing Plan (by 10/15/14)

III. Dedicate at least (2.2) FTE (defined as 40 hours/week/FTE) to the State's Blueprint project management activities. Should a project management vacancy occur during the grant term, the Grantee will seek to fill the vacancy immediately or shall develop a contingency plan in consultation with the State's Blueprint Assistant Director to ensure that project management responsibilities are fulfilled.

IV. Relevant ACO(s) planning and other health reform activities as the ACO(s) wish to engage with this effort.

V. Submit a bi-annual report, including:
   a. An updated CHT design, timed with expansion of the team or major changes in the design, including, but not limited to: a summary of partners engaged CHT staff titles and credentials, number of CHT full-time equivalents (FTEs) supported by Blueprint payer funding and the Medication Assisted Treatment (MAT) funds, participating practices, referral protocols, subcontracting agreements, memoranda of understanding (MOUs), and plans for expansion. HSA activity and significant initiatives/accomplishments over 6-month period
   b. Number of practice outreach/recruitment efforts
   c. Quality improvement initiatives underway
   d. Data quality and connectivity projects in progress or completed
   e. Status of collaborating with interested ACO(s) and other health reform integration efforts

B. Advanced Primary Care Practices (APCPs)

The intent of the Vermont General Assembly expressed in Act 128 (2010) is to include all willing primary care (including internal medicine, family medicine, pediatric medicine, and naturopathic) providers in the Blueprint for Health. To support the implementation of this intent, the Grantee shall make every effort to outreach to and work with all primary care practices in the HSA in order to introduce the Blueprint for Health, assess and monitor their needs for initial recognition or reassessment as advanced primary care practices through the NCQA PCMH standards, and encourage their participation in the Blueprint for Health and learning health system activities. The Project Manager will monitor the status of each primary care practice as an NCQA PCMH and integration of CHT staff into each practice.

In collaboration with the practice facilitators, the Project Manager will also support primary care practices in implementing quality improvement initiatives through activities including:

- Providing access to relevant patient data reports that are readily available such as reports: Emergency Department (ED) use, inpatient admissions, and data on trends in hospital readmission rates through PRISM or PRISM Link; Blueprint data profiles provided by the State; and reports as they become available from the interested ACOs);
- Promoting quality improvement projects between practices, specialists, hospitals, and community organizations based on data reports
- Integration of the community health team into primary care workflow
- Providing education on and staff support for empanelment and panel management
- Organizing learning events (using training and flexible funds to support speaker costs)
- Promote learning health system activities, such as providing logistical support for local meetings of practices and creating innovative opportunities for learning and communication between practices

  Development and coordination of written co-management and referral protocols with providers in health home neighborhood (integrated community

Grant Deliverables

Grantee Shall:

VI. Demonstrate outreach and/or progress in including all primary care practices (including naturopaths, internal medicine, and pediatric medicine) in the Blueprint. Progress will be measured by the proportion of area practices involved with the Blueprint. Outreach will be measured by evidence of meetings with individual practices to discuss participation in the Blueprint, as documented in updates of primary care practice's progress and practice demographic and staffing information in the Vermont Blueprint Provider Directory

VII. Progress toward initial or continued NCQA recognition of participating practices as patient centered medical homes, including establishing and meeting deliverables on timeline to achieve NCQA recognition

VIII. Where reports exist, Grantee shall facilitate data sharing between organizations to enhance care coordination, such as sharing Emergency Department (ED) use, inpatient admissions, and data on trends in hospital readmission rates through PRISM or PRISM Link; distributing Blueprint data profiles provided by the State; and reports as they become available from the interested ACOs

IX. Document written co-management and referral protocols between providers in the health home neighborhood (integrated community)

C. Community Health Teams

C.1. Community Health Team (CHT) Staffing and Design

The Grantee shall interact on a regular basis with advisors and community partners for ongoing planning, development, and expansion of CHTs, who shall be representatives of local community health and human services agencies, ACOs, and other stakeholders. Partners invited to participate in these interactions should include, but are not limited to:

- All willing area primary care practices, including Grantee-owned practices, community/independent practices that are not owned by the Grantee, Blueprint-recognized practices, and practices that are not recognized by the Blueprint
- Hospital administrators and staff
- Clinical and IT leadership
- Medical and non-medical providers from community service organizations
- The area designated mental health and substance abuse agencies and area mental health and substance abuse providers
- Public health leadership from Vermont Department of Health (VDH) local district offices
- Agency of Human Services (AHS) field services director and leaders of local AHS initiatives, such as:
    - Children's Integrated Services (CIS)
    - Integrated Family Services (IFS)
    - Adult Local Interagency Team (LIT)
- Consumer/patient representatives
- Vermont Chronic Care Initiative (VCCI) coordinators
- Designated Regional Housing Organization (DRHO) leaders
- Support and Services at Home (SASH) staff
- Representatives from interested ACO(s)

In consultation with the advisors and community partners, the Grantee shall continue to update the CHT staffing design.

C.2. Core CHT

The Grantee shall plan, implement and oversee the area CHT, with the goal of improving the health of the region's population, reducing expenditures, and improving the patient's experience of care. This work is to be undertaken in collaboration with a wide array of community service partners and stakeholders as described in Section C.1. above. Grantee shall use its best efforts to engage the practices served by the CHT in the selection of CHT staffing. The Grantee shall provide organizational support for the operations of the CHTs, including recruitment, hiring (or subcontracting), and ongoing mentoring and supervision of team members and the team leader. Recruitment and hiring should occur according to timeframes that provide for staffing increases when Blueprint payer CHT funding increases.

The Grantee shall be aware that the Core CHT is funded through CHT payments from the public and commercial payers (Blue Cross Blue Shield of Vermont, Cigna Corporation, and MVP Health Care) as delineated in contracts #24633, #24633, and #24641 as amended. These contracts also detail the timing of CHT payments and how funding for the core CHT is scaled to the number of unique Vermont patients attributed to participating Blueprint practices.

The Grantee shall ensure that all CHT staff working in the HSA contributes required CHT patient encounter and activity data elements to the State's clinical registry/care management system (currently Covisint DocSite) either via interface, flat file transfer, or direct manual entry. CHT staff must perform this data entry for at least 30 days before the Grantee may invoice for Project Management milestone payments. The Grantee shall also enter CHT staffing data in the Blueprint Provider Directory as required by the State.

C.3. Extended and Functional CHTs

The Grantee shall coordinate the operations of the Core CHT (the staff supported by the funding from the insurance payers) with Extended and Functional CHTs and shall develop collaborative relationships between the Core CHT and the Extended and Functional CHTs as outlined in the deliverables below. The Extended CHT activities include Medication Assisted Treatment (Spoke staff), Support and Services at Home (SASH), and insurer and ACO care managers, including the Vermont Chronic Care Initiative (VCCI). The Functional CHT includes key local health and human services providers.

The Grantee in collaboration with extended and functional CHT members shall document and inform the State of the:

- Respective roles of the Core CHT, Extended CHTs, and Functional CHT
- Clear referral protocols and methods of communication between the Core CHT, Extended CHTs, and Functional CHT
- Well-coordinated and non-duplicative services for participants

Medication Assisted Treatment

Medication Assisted Treatment (MAT) is the use of medications, in combination with counseling and behavioral therapies, to provide a whole-patient approach to the treatment of substance abuse disorders.

The Grantee shall plan, coordinate, and implement the hiring and placement of (or subcontracting for) nurse case management and licensed substance abuse and/or mental health clinicians with local physicians who prescribe buprenorphine in the Grantee's health service area and the Howard Center. The MAT staff may be hired by the Grantee or subcontracted by the Grantee or hired by Howard Center, as approved by the State. The MAT staff will work as a team with prescribing physicians to monitor adherence to treatment, coordinate access to recovery supports, provide counseling and health promotion services, and provide comprehensive care management to patients receiving MAT.

The MAT staff will document their activities in the practice's clinical record. In addition, the Spoke staff, with assistance from the Project Manager, will document the Health Home quality measures, participate in program evaluation, and participate in relevant learning collaboratives as determined by the State. The State will provide funds for one FTE licensed nurse care manager and one FTE licensed substance abuse and/or mental health clinician for every 100 Medicaid beneficiaries receiving buprenorphine prescribed by HSA physicians. The State will provide financing for MAT staff through the CHT payments mechanism. There will be no patient co-payments or fees for these services to assure barrier-free access to these services for patients and providers.

Support and Services at Home (SASH)

Under the Multi-payer Advanced Primary Care Practice Demonstration project (MAPCP), Medicare supports the Support and Services at Home (SASH) program as part of the Blueprint CHTs. SASH teams supplement core CHT functions by providing intensive, multi-disciplinary, team-based, non-medical wellness and coordination of care support to Medicare beneficiaries in Vermont. The Designated Regional Housing Organizations (DRHOs) administer SASH locally and are responsible for hiring and supervising SASH staff.

Insurer and ACO Care Managers

Care managers for both public and private insurers and ACOs supplement core CHT functions by providing clinical case management and support services to individuals identified as currently or potentially at risk for poor health outcomes and thus high healthcare costs.

For example, the Vermont Chronic Care Initiative (VCCI) focuses on the highest cost Medicaid beneficiaries to assist them in better managing their healthcare.

The Grantee shall ensure that all CHTs coordinate with insurer care managers and shall implement policies and guidelines requiring:

- Determination of lead care coordinator for shared patients
- Joint care plans and agreements for managing shared patients
- Reciprocal referral protocols and methods of communication
- Mechanisms for risk stratification and algorithms for determining which care managers will provide the care for which patient populations at what level of acuity

Functional CHT: Interface with area health and human services agencies and ACOs

The Blueprint Core CHT is a unique interdisciplinary team designed to support the general population. The Grantee shall help ensure coordination of care by supporting a Functional CHT consisting of key local health and human services agencies and ACOs, facilitating communication that reduces duplication of effort and enables the effective rendering of services. Key local providers include, but are not limited to, the local Home Health Agency, Designated Mental Health Agency, addictions treatment providers, Children's Integrated Services (CIS) team, Enhanced Family Services (EFS) team, and ACOs.

Grant Deliverables

X. Annual review and documentation of coordination and referral protocols between the Core CHT and the MAT staff, SASH program, insurer and ACO care managers, Home Health Agency, Designated Mental Health Agency, primary care practices, and other area service providers.

XI. Verification of the accuracy of CHT and MAT (Spoke) staffing information entered in the Blueprint Provider Directory (https://blueprintforhealthportal.vermont.gov/) on a quarterly basis, including required updates based on staffing changes. Reports tracking progress are run by the State quarterly.

XII. Upon execution of this grant agreement, the Grantee shall ensure that all required CHT patient encounter and activity data elements are being captured in the State's clinical registry (via interface, flat file, or direct manual entry) 30 days prior to invoicing for Project Management milestone payments.

D. Health Information Technology Interface with State Health Information Exchange and Clinical Registry

The Grantee shall support the implementation of Health Information Technology (HIT) architecture in the Grantee's HSA through the following activities:

Grantee shall:

- Engage clinicians in initial and ongoing data quality efforts, including Blueprint Sprint projects, if needed, for both demographic and clinical data entry and maintenance in source Electronic Health Record (EHR) systems. "Sprint" project means a clinical site selected to a focused activities to improve end-to-end data integrity.
- Ensure linkage of health records (such as practice electronic health records (EHRs), the State's clinical registry, hospital laboratory feeds, and the Vermont Department of Health (VDH) immunization registry) with the Vermont Health Information Exchange (VHIE) operated by Vermont Information Technology Leaders (VITL)

- Develop an architecture that allows clinicians to use the clinical tracking system of their choice (meaning EHR and/or systems or reports offered by the State) for patient care, care coordination, panel management, and performance reporting
- Populate a central repository with core data elements through usual processes for patient care, such as through interfaces or flat files from the EHR or other databases
- Capture CHT measures, especially patients touched and time spent per patient based on conditions, in a central repository for activity reporting to insurers and for analysis of staffing ratios
- Use clinical data for Blueprint program evaluation
- Maintain data quality levels on an ongoing basis after completion of initial data quality work (Sprints) and connectivity to the State HIT architecture

The Grantee shall coordinate local activities with the medical practices to ensure they are connected with VITL, the State's clinical registry vendor, and Sprint project leaders on data quality and connectivity efforts to establish clean data transmission to the VHIE and the State's clinical registry for owned practices and participating community-based practices and Spoke providers. The Grantee will work with VITL to distribute and ensure that the practices have the information they need about the necessary business associate agreements (BAAs) with VITL, the State's clinical registry vendor, and the practices..

The Grantee shall convene meetings as necessary to develop health information technology interfaces, including individual practice interfaces with the VHIE and/or practice interfaces directly with the State's clinical registry. Payments will be provided for the Grantee to assist in facilitating the implementation and/or refinement of interfaces that result in successful practice reporting.

The Grantee shall help organize and support activities to ensure initial population of the State's clinical registry, mapping to the VHIE and/or the registry from practice EHRs, and data quality for accurate reporting from the registry and/or the practice EHR. These activities, including initial assessment, setting priorities for data remediation or reporting, use of interfaces, and completion of Sprints, will be done in collaboration with VITL, Sprint project leaders, and the State's clinical registry vendor.

Grant Deliverables

XIII. Progress on practice-level IT implementation, evidenced by the number of practices that participate in a data quality initiative (Sprint) and/or connect Admit/Discharge/Transfer (ADT) (demographic) or Continuity of Care Document (CCD) interfaces to the VHIE (Vermont Health information Exchange) and/or Vaccination Update (VXU) interfaces to the VDH registry

XIV. Evidence that practices have the capacity through their EHR or the State's clinical registry to produce accurate and reliable reports for panel management and quality improvement and who use the system on a regular basis with proven provider satisfaction.

XV. Contribution of CHT data to the State's clinical registry via manual entry, interface, or flat file

E. Administration of Blueprint Payment Processes and Participation in Blueprint Evaluation

The Grantee shall provide administrative and financial support services to ensure timely and accurate development of: provider and practice data for payments, information for payers regarding CHT staffing and activity and MAT (Spoke) staffing and activity, and general accounting of funds received under this agreement. The Grantee shall also provide information and support for Blueprint evaluation activities as requested by the State. The Grantee shall participate in payment and evaluation-related meetings as requested by the State.

E.1. Administration of Blueprint Payment Processes

Enhanced payments under the Blueprint model include:

- Per Person Per Month (PPPM) payments from all participating payers to practices that have been recognized as patient-centered medical homes (PCMHs) based on National Committee for Quality Assurance (NCQA) standards
- CHT payments from all participating payers to support core CHT functions
- CHT payments from Medicare to support the SASH program
- CHT payments from DVHA/Medicaid to support the CHT-MAT staff

Detailed information on providers, practices, and CHT administrative entities is required by commercial and public payers in order to implement these enhanced payments. The State provides the Blueprint Provider Directory to project managers as the data collection tool for required information according to the following schedule:

a. Total Unique Patients Reports: Each quarter, Grantee shall accurately enter and update practice-level patient counts, to determine CHT staffing ratios, prior to the fifteenth (15th) day of the last month of the calendar quarter (March, June, September, and December).

b. Practice Rosters (Practice Summary Reports): Each month, on or about the fifteenth (15th) day of the month, the State shall notify and identify to the Grantee a cohort of those practices which are scheduled to undergo NCQA PCMH scoring approximately 4.5 months in the future. For those identified practices, Grantee shall enter and update all practice and provider information within a month, prior to the 15th day of the month following the notification date and identification of the list of practices to the Grantee from the State.

c. CHT/MAT Staffing and Practice Demographics Reports: Each quarter, prior to the fifteenth (15th) day of the first month of each (January, April, July, and October), Grantee shall enter and update CHT/MAT staffing and practice demographics information.

The Grantee shall report practice changes, such as provider transitions or attrition, to the State and all payers (with the exception of Medicare) as they occur via the Blueprint Provider Directory.

The State reserves the right to require the Grantee to provide additional payment-related information or to require that the information described in this section be provided according to a different schedule or via an alternate set of data collection tools.

E.2. Participation in Blueprint Evaluation

The Grantee shall provide data as requested by the State for evaluation of the Blueprint (including the MAT initiative), including, but not limited to, proof of participation in chart reviews, patient experience of care surveys, and focus groups; and for population of data elements in the State's clinical registry as described elsewhere in this document. The Grantee shall also provide data as requested to the Center for Medicare and Medicaid Services (CMS) or their designees for evaluation of the MAPCP demonstration. The Grantee shall participate in evaluation-related meetings as requested by the State.

Grant Deliverables

XVI. Total Unique Patient Reports: Quarterly, the Grantee shall accurately enter and update practice-level patient counts to determine CHT staffing ratios by the fifteenth (15th) day of the last month of the calendar quarter (March, June, September, and December). If the Grantee is unable to obtain this information from a practice that is not affiliated with the Grantee by the 15th of these months, after making at least three (3) attempts, the Grantee will notify the Blueprint Assistant Director so that the State can contact the practice.

XVII. Practice Rosters (Practice Summary Reports): Each month, on or about the fifteenth (15th) day of the month, the State shall notify and identify to the Grantee a cohort of those practices which are scheduled to undergo NCQA PCMH scoring approximately 4.5 months in the future. For those identified practices, Grantee shall enter and update all practice and provider information within a month, prior to the 15th day of the month following the notification date and identification of the list of practices to the Grantee from the State.

XVIII. As they occur and as the Grantee is informed of the changes, the Grantee shall report practice changes, such as provider transitions/attrition and practice identifier changes relevant to payment, to the State via the Blueprint Provider Directory and to all payers (with the exception of Medicare).

XIX. CHT/MAT Staffing and Practice Demographics Reports: Each quarter, prior to the fifteenth (15th) day of the first month of each calendar quarter (January, April, July, and October), Grantee shall enter and update CHT/MAT staffing and practice demographics information.

F. Blueprint Sponsored Self-Management Programs

During the annual grant period, the Grantee shall implement a minimum of ten (10) self-management group workshops from the following list, the combination of which will be based on the needs of the community and approval of the State Blueprint Assistant Directors.

- HLW – Chronic Disease during the grant time period (required)
- HLW – Diabetes during the grant time period
- HLW – Chronic Pain during the grant time period
- Freshstart Workshops (tobacco cessation) during the grant time period (required)
- WRAP Workshops during the grant time period
- Diabetes Prevention Program Workshops during the grant time period (required)

The combination must include HLW Chronic Disease, Freshstart (tobacco cessation), and the Diabetes Prevention Program.

The Grantee shall:

1. Hire a Regional Coordinator to oversee, coordinate, and market self-management programs locally. The State Assistant Director shall be involved in the interviewing and hiring process for this position and shall have final approval of the hiring decision. Regional Coordinators shall meet with the State or its designee monthly to provide status updates on local programs and to receive coaching.
2. Report by phone or in-person progress on self-management program implementation to the State or its designee monthly or more frequently as needed.
3. Oversee local planning, participant recruitment, implementation, and evaluation of the community-based self-management programs. Recruitment should include working with local agencies and partners, such as SASH, VDH district offices, Area Agencies on Aging (AAAs), designated mental health and substance abuse treatment agencies, ACOs, and local employers; panel management in primary care practices; and general marketing.
4. Support requests from the community to offer workshops in diverse locations, such as employer work sites, designated agency offices, DRHO housing units, and other appropriate sites.
5. Ensure that all workshops will be led by certified leaders as specified by the State. The Grantee shall ensure the retention of certified course leaders to lead the workshops. The Grantee shall ensure that the Regional Coordinator reviews workshop evaluations with every leader or leader pair following each workshop and makes a plan for improvements.
6. Ensure that interpreter services from appropriately credentialed interpreters are available to workshop participants upon request.
7. Provide registrant and participant data in a format specified by the State for each workshop.

Grant Deliverables

XX. The Grantee shall offer at least 10 workshops per year. The State shall not count a workshop as offered unless the Grantee can provide proof of enrollment of the minimum number of registrants required for the specified workshop type as of the start date.

XXI. The Grantee shall complete and submit all data and paperwork for self-management programs as specified and required by the State prior to completer payments being issued.

G. Training, Travel, and Flexible Funding

Training and Travel

Upon approval by the assigned State's Blueprint Assistant Director, the Grantee shall coordinate training, consultation, and out-of-HSA travel expenses for project management, community health team staff, CHT extenders, practice facilitation, community-based self-management programs, and Blueprint primary care practices. The funds are ***not*** intended to cover travel expenses within an HSA. These activities will include support for local learning collaboratives and speaker's fees, travel to statewide meetings, and registration fees for training events. Funds are intended to support Blueprint activities generally and can be accessed for training and travel for Grantee staff or staff of other organizations and agencies within the HSA. Expenses must be in compliance with State of Vermont Administrative Bulletin 3.4.

Flexible Funding Mechanism

During the course of this grant, the State and Grantee may identify additional tasks in order to achieve the implementation requirements of the Grant. The State is allowing additional funding to support augmented services beyond what is already defined in the grant deliverables. Upon identifying such a task, the Grantee shall submit a Travel and Flexible Funding Request Form (Appendix I), which must be accepted and approved by the State Assistant Director before work begins.

The amounts requested or granted pursuant to this Section H shall not exceed the $15,000 total identified in Attachment B, and in no event shall any travel and/or flexible funding be granted in excess of the maximum amount payable under this grant.

H. Reporting Requirements

	DUE TO:
October 15, 2014	
Project Management staffing plan	Natalie Elvidge, Jenney Samuelson

December 15, 2014	
Attest to accuracy of total unique patient counts for every practice in Blueprint Provider Directory	Tim Tremblay

January 15, 2015	
Documentation of eligibility for Project Management milestone payments and completion of selected milestone(s)	Natalie Elvidge, Jenney Samuelson
Attest to accuracy of all CHT/ MAT Staffing data in Blueprint Provider Directory	Tim Tremblay
Attest to accuracy of all practice demographic information in Blueprint Provider Directory	Tim Tremblay

March 15, 2015	
Attest to accuracy of total unique patient counts for every practice in Blueprint Provider Directory	Tim Tremblay

April 15, 2015	
Documentation of eligibility for Project Management milestone payments and completion of selected milestone(s)	Natalie Elvidge, Jenney Samuelson
Attest to accuracy of all CHT/ MAT Staffing data in Blueprint Provider Directory	Tim Tremblay
Attest to accuracy of all practice demographic information in Blueprint Provider Directory	Tim Tremblay

April 30, 2015	
Bi-Annual Report	Natalie Elvidge, Jenney Samuelson

June 15, 2015	
Attest to accuracy of total unique patient counts for every practice in Blueprint Provider Directory	Tim Tremblay

July 15, 2015	
Documentation of eligibility for Project Management milestone payments and completion of selected milestone(s)	Natalie Elvidge, Jenney Samuelson
Attest to accuracy of all CHT/ MAT Staffing data in Blueprint Provider Directory	Tim Tremblay

Attest to accuracy of all practice demographic information in Blueprint Provider Directory	Tim Tremblay

September 15, 2015	
Attest to accuracy of total unique patient counts for every practice in Blueprint Provider Directory	Tim Tremblay

September 30, 2015	
Documentation of CHT referral /coordination protocols with functional CHT members, including local SASH panels, MAT, insurer and ACO care managers (including VCCI), and the designated mental health /substance abuse services agency	Jenney Samuelson

October 15, 2015	
Documentation of eligibility for Project Management milestone payments and completion of selected milestone(s)	Natalie Elvidge, Jenney Samuelson
Attest to accuracy of all CHT/ MAT Staffing data in Blueprint Provider Directory	Tim Tremblay
Attest to accuracy of all practice demographic information in Blueprint Provider Directory	Tim Tremblay

October 31, 2015	
Bi-Annual Report	Natalie Elvidge, Jenney Samuelson

Ongoing		
No more frequently than monthly, no less frequently than quarterly	Submit invoice and completed financial report	Natalie Elvidge, Jenney Samuelson
Approximately 2 months prior to initiation of PPPM payments/NCQA score date:	Update Blueprint Provider Directory with new practice and all associated provider information	Tim Tremblay
Whenever changes occur to practice, provider, CHT/MAT, practice demographic, and/or total unique patients numbers	Update Blueprint Provider Directory accordingly	Tim Tremblay
Upon vacancy of Project Manager, Regional Coordinator, or Practice Facilitator position:	Notify Blueprint Assistant Director and involve in hiring process, including sending resumes of all qualified candidates, including in interviews, and	Jenney Samuelson

Ongoing		
	receiving final approval on hiring decision	
When any new practice decides to participate in the Blueprint:	Update practice demographic and staffing information in the Blueprint Provider Directory and inform the State by email of the anticipated NCQA score date	Tim Tremblay
When self-management programs are implemented:	Complete and submit all data and paperwork for self-management programs as specified and required by the State	Self-Management Coordinator as designated by the State
To access health information technology funds:	Request prior approval of Blueprint Assistant Director for practice-level data quality, connectivity, or CHT data transfer project. Provide proof of project completion for payment.	Jenney Samuelson
Monthly	Submit Practice Rosters (Practice Summary Reports)	Tim Tremblay

I. Subcontractor Requirements

Per Attachment C, Section 15, if the Grantee chooses to subcontract work under this agreement, the Grantee must first fill out and submit the Request for Approval to Subcontract Form (Appendix I – Required Forms) in order to seek approval from the State prior to signing an agreement with a third party. Upon receipt of the Request for Approval to Subcontract Form, the State shall review and respond within five (5) business days. Under no circumstance shall the Grantee enter into a sub-agreement without prior authorization from the State. The Grantee shall submit the Request for Approval to Subcontract Form to:

Natalie Elvidge
Department of Vermont Health Access
312 Hurricane Lane, Suite 201
Williston, VT 05495
Natalie.Elvidge@state.vt.us

Jenney Samuelson
Blueprint Assistant Director
Department of Vermont Health Access
312 Hurricane Lane, Suite 201
Williston, Vermont 05495
Jenney.Samuelson@state.vt.us

Should the status of any third party or Subrecipient change, the Grantee is responsible for updating the State within fourteen (14) days of said change.

ATTACHMENT B
PAYMENT PROVISIONS

The maximum dollar amount payable under this agreement is not intended as any form of a guaranteed amount. The State agrees to compensate the Grantee for services performed up to the maximum amounts stated below, provided such services are within the scope of the grant and are authorized as provided for under the terms and conditions of this grant. State of Vermont payment terms are Net 00 days from date of invoice; payments against this grant will comply with the State's payment terms. The payment schedule for delivered products, or rates for services performed, and any additional reimbursements, are included in this attachment. The following provisions specifying payments are:

Project Management

The Grantee shall invoice the State monthly up to the sum of $6,000 per 1.0 FTE for project management activities based on expenses incurred and completion of grant deliverables.

In addition to the monthly payments, the Grantee can invoice the State for milestone payments. Eligibility for the following milestone payments is contingent upon proven ongoing contribution of CHT patient encounter data into the State's clinical registry or other designated data collection tool as specified by the State. Data may be entered manually, via an interface from an EHR, or via a flat file data transfer from an EHR or another data collection system. For milestone payment eligibility, encounter data should be entered and up-to-date at least 30 days prior to the end of each quarter.

Project Management: Milestones

Once milestone eligibility is established and approved by the Blueprint Assistant Director, the following milestones may be invoiced, up to $17,600 total, as follows:

- Documentation and demonstration of a successful mechanism to outreach and provider treatment to high-risk patients identified by ACOs or insurers: $1,000 per high-risk population
- Documentation of referral protocols and co-management agreements between primary care practices and specialty providers, ACOs, or insurers that identifies roles in treatment, information to be shared, methods and timeframes for sharing of information, and agreement to a comply with a single, coordinated treatment plan: $1,000 per protocol/co-management agreement
- Leadership of local quality improvement groups focused on HSA profiles and/or ACO-based measures: $2,600 per grant year

The expectation for these milestones is that work shall progress continuously throughout the year and not be done exclusively in the final quarter.

Health Information Technology Interface with State Health Information Exchange and Clinical Registry

With prior approval of the assigned State's Blueprint Assistant Director, the Grantee may invoice up to $2,000 per practice per grant year upon completion of Health Information Technology projects, examples of which may include:

- Completion of a data quality initiative (Blueprint Sprint project) for both demographic and clinical data
- Connection of an ADT or CCD interface to the VHIE and the statewide clinical registry

- Connection of a VXU interface to the VHIE and the VDH immunization registry
- Completion of a project to send CHT measure set data via interface or flat file from a practice EHR to the statewide clinical registry
- Payments to vendors for necessary EHR modifications to meet the NCQA-PCMH standards, such as to generate panel management reports or for quality improvement data reports
- One-time, short-term data entry projects to correct historic data, which will be used to meet the NCQA- PCMH standards, to generate reliable panel management reports or for quality improvement data reports
- Data quality maintenance project that demonstrates continuous quality of data transmitted from practice EHRs through VHIE to State's clinical registry for practices with Live ADT, CCD, and VXU interfaces

Blueprint Sponsored Self-Management Programs

The Blueprint sponsored self-management budget supports the salary and benefits of the Regional Coordinator, plus all other expenses to implement the workshops, including, but not limited to, marketing, leader stipends, materials, book and CDs for participants, and facility expenses. The Grantee may invoice the State monthly up to the sum of $2,500, up to a maximum total of $30,000 (base payment) per year, for self-management activities in Section G, if at least 10 workshops that meet minimum registration requirements are provided, based on expenses incurred and completion of grant deliverables.

The Grantee will be paid up to the maximum amount allocated under Self-Management Programs contained in the included budget. Funding amounts shall be reduced if the target number of at least 10 workshops is not offered during the grant period. Additionally, base payments and completer payments shall not be issued for workshops hosted and begun without the minimum number of registrants (10 for HLW, WRAP, and DPP; 5 for Tobacco).

In addition to the monthly base payments, the Grantee shall be paid $200 per participant who completes:

- **HLW:** 4 or more sessions of a Healthier Living Workshop (chronic disease, diabetes, or chronic pain)
- **WRAP:** 18 or more hours of Wellness Recovery Action Planning Workshop
- **Tobacco:** 3 or more sessions of an approved tobacco cessation workshop
- **DPP:** 9 or more sessions of the Diabetes and Prevention Program

Completer payments are also contingent upon submission of paperwork and data entry in the designated system as required by the State. In the event that electronic data entry issues occur at the fault of the vendor despite Grantees best efforts to comply, payment will not be unreasonably withheld/timely support for resolution will be provided or an alternate method of documenting completers will be allowed.

The Grantee may also invoice for actual expenses up to $3,000 for local master trainer to provide consultation to the State, HLW training, HLW refreshers, or audits.

Training, Travel, and Flexible Funding Mechanism

The Grantee will invoice the State monthly for the actual expenses incurred for approved training, consultation, and travel and for those items approved in writing by the Blueprint under the Flexible Funding Mechanism, not to exceed $15,000 during the grant time period. Examples may include interpreter services for Blueprint sponsored self-management programs. Mileage expense for use of personal vehicles and meal

expense will be reimbursed at the current State rate. The Grantee will hold all receipts and necessary documentation on file and make documentation available upon request by the State. Travel expenses must be in compliance with State of Vermont Administrative Bulletin 3.4.

Reporting Requirements

1. Invoice shall reference this grant number, include date of submission, invoice number, and amount billed for each deliverable and total amount billed.

2. All reports and invoices related to this grant should be submitted in electronic format to:
   Jenney Samuelson
   Jenney.Samuelson@state.vt.us

   Natalie Elvidge
   Natalie.Elvidge@state.vt.us

3. Invoices shall be submitted no more frequently than monthly, but no later than quarterly.
4. Invoices shall be accompanied by a Financial Reporting Form (Appendix I) in Excel format.
5. A final Financial Report Form (Appendix I) will be due no later than 30 days after the end date of the grant. The final financial report will report actual approved expenditures against payments received.
6. The State reserves the right to withhold part or all of the grant funds if the State does not receive timely documentation of the successful completion of grant deliverables.
7. Payments for project management, navigation, health information technology, self-management completers, practice facilitation, and training and travel will only be issued after all reports and paperwork due in that month or quarter are received and accepted by the State.
8. If both parties agree, up to 10% of the monies for line items can be moved via Administrative Letter to another line item to adjust for underspend and overspend situations. This does not apply to HIT funding.
9. In the event that the Grantee:
   - is unable to meet a milestone and will not achieve the milestone payment;
   - invoices for actual expenses of a monthly payment less than the allowed maximum amount;
   - or the Grantee becomes aware they will expend less than the budgeted amount for any line item in the grant,

   the Grantee shall report the total underspent amount on the Financial Reporting Form, Appendix I.

   Additionally, the Grantee shall report the amount of underspent line item or unearned milestone payments on quarterly invoices (Appendix I) submitted no later than January 15, 2015, April 15, 2015, June 15, 2015, and September 15, 2015. Upon Grantee signature of the invoice, the Grantee agrees that the funds will be reverted back to the State, resulting in a reduction in the total amount of the grant award, at which point the unspent funding becoming inaccessible to the Grantee. Within 15 business days of review and approval of the invoice, the State will issue the Grantee a confirmation letter of the reduction that will be executed upon signature of the Grantee and the State.

Note: Each line item of this budget covers all expenses needed to meet the deliverables as outlined in the grant agreement (including personnel salaries and benefits; supplies; equipment; overhead; marketing; travel; and Blueprint sponsored self-management program leader training, auditing, and stipends), unless otherwise specified.

Approved Budget for October 1, 2014 to September 30, 2015:

Fletcher Allen Health Care	Amount	Source
Project Management	$158,400	GC
Project Management Milestones	$17,600	GC
Health Information Technology Interfaces	$45,000	Purchased GC: HIT
Self-Management Programs	$30,000	GC
Self-Management Master Trainer	$3,000	GC
Self-Management Completers ($200 each)	$23,800	GC
Training, Travel, Flexible Funding	$15,000	GC
Total	**$292,800**	
GC	$247,800	
Purchased GC: HIT	$45,000	

As a Subrecipient of federal funds, the recipient is required to adhere to the following federal regulations:
A-110: "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations" (OMB Circular A-110);
A-122: "Cost Principles for Non-Profit Organizations" (OMB Circular A-122); and
A-133: "Audits of States, Local Governments and Non-Profit Organizations" (OMB Circular A-133)
2 CFR Chapter I, Chapter II, Part 200, et al.: "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Final Rule" http://www.gpo.gov/fdsys/pkg/FR-2013-12-26/pdf/2013-30465.pdf.

These circulars may be found on the Office of Management and Budget website at: http://www.whitehouse.gov/omb/circulars/index.html.
As well as any other applicable federal regulations or guidelines specific to the funding of which support this grant agreement.

ATTACHMENT C
STANDARD STATE 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 this Agreement extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this Agreement, the State may cancel at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, and in the event federal funds become unavailable or reduced, the State may suspend or cancel this Grant immediately, and the State shall have no obligation to pay Subrecipient 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.

   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 coverages are 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 coverages 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 contract, the Party shall carry general liability insurance having all major divisions of coverage including, but not limited to:

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

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

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

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

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

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

Professional Liability: Before commencing work on this Agreement and throughout the term of this Agreement, the Party shall procure and maintain professional liability insurance for any and all services performed under this Agreement, with minimum coverage of ***$1,000,000*** per occurrence, and ***$3,000,000*** aggregate.

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

9. **Requirement to Have a Single Audit:** In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, the Subrecipient will complete the Subrecipient Annual Report annually within 45 days after its fiscal year end, informing the State of Vermont whether or not a Single Audit is required for the prior fiscal year. If a Single Audit is required, the Subrecipient will submit a copy of the audit report to the granting Party within 9 months. If a single audit is not required, only the Subrecipient Annual Report is required.

   For fiscal years ending before December 25, 2015, a Single Audit is required if the subrecipient expends $500,000 or more in federal assistance during its fiscal year and must be conducted in accordance with OMB Circular A-133. For fiscal years ending on or after December 25, 2015, a Single Audit is required if the subrecipient expends $750,000 or more in federal assistance during its fiscal year and must be conducted in accordance with 2 CFR Chapter I, Chapter II, Part 200, Subpart F. The Subrecipient Annual Report is required to be submitted within 45 days, whether or not a Single Audit is required.

10. **Records Available for Audit:** The Party shall maintain all records pertaining to performance under this agreement. "Records" means any written or recorded information, regardless of physical form or characteristics, which is produced or acquired by the Party in the performance of this agreement. Records produced or acquired in a machine readable electronic format shall be maintained in that format. The records described shall be made available at reasonable times during the period of the Agreement and for three years thereafter or for any period required by law 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.

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, as amended, 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.

    d. 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 this Agreement or any portion thereof to any other Party without the prior written approval of the State. Party also agrees to include in all subcontract or subgrant agreements a tax certification in accordance with paragraph 13 above.

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.

    Party further certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, Party is not presently debarred, suspended, nor named on the State's debarment list at: http://bgs.vermont.gov/purchasing/debarment

19. **Certification Regarding Use of State Funds:** In the case that Party is an employer and this Agreement is a State Funded Grant in excess of $1,001, Party certifies that none of these State funds will be used to interfere with or restrain the exercise of Party's employee's rights with respect to unionization.

ATTACHMENT D
MODIFICATION OF CUSTOMARY PROVISIONS
OF
ATTACHMENT C OR ATTACHMENT F

1. **The insurance requirements contained in Attachment C, Section 7 are hereby modified:**

Notwithstanding Section 7 of Attachment C, the following is hereby deleted from the Agreement with Fletcher Allen Health Care

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

and

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

2. **Requirements of other Sections in Attachment C are hereby modified:**

3. **Requirements of Sections in Attachment F are hereby modified:**

4. **Reasons for Modifications:**

The self insurance mechanism that combines professional liability with other liability coverage precludes additional insured status.

APPROVAL:

E-SIGNED by Jared Bianchi
on 2014-11-25 20:32:30 GMT

ASSISTANT ATTORNEY GENERAL

DATE: November 25, 2014

ATTACHMENT E
BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("Agreement") is entered into by and between the State of Vermont Agency of Human Services, operating by and through its **Department of Vermont Health Access** ("Covered Entity") and **Fletcher Allen Health Care** ("Business Associate") as of **October 1, 2014** ("Effective Date"). This Agreement supplements and is made a part of the contract/grant to which it is attached.

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 (HITECH), and any associated federal rules and regulations.

The parties agree as follows:

1. Definitions. All capitalized terms used but not otherwise defined in this Agreement have the meanings set forth in 45 CFR Parts 160 and 164 as amended by HITECH and associated federal rules and regulations.

"Agent" means those person(s) who are agents(s) of the Business Associate, in accordance with the Federal common law of agency, as referenced in 45 CFR § 160.402(c).

"Breach" means the acquisition, access, use or disclosure of protected health information (PHI) which compromises the security or privacy of the PHI, except as excluded in the definition of Breach in 45 CFR § 164.402.

"Business Associate shall have the meaning given in 45 CFR § 160.103.

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

"Protected Health Information" or PHI shall have the meaning given in 45 CFR § 160.103, limited to the information created or received by Business Associate from or on behalf of Agency.

"Security Incident" means any known successful or unsuccessful attempt by an authorized or unauthorized individual to inappropriately use, disclose, modify, access, or destroy any information or interference with system operations in an information system.

"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.

"Subcontractor" means a person or organization to whom a Business Associate delegates a function, activity or service, other than in the capacity of a member of the workforce of the Business Associate. For purposes of this Agreement, the term Subcontractor includes Subgrantees.

2. Identification and Disclosure of Privacy and Security Offices. Business Associate and Subcontractors shall provide, within ten (10) days of the execution of this agreement, written notice to the Covered Entity's contract/grant manager the names and contact information of both the HIPAA Privacy Officer and HIPAA Security Officer. This information must be updated any time either of these contacts changes.

3. Permitted and Required Uses/Disclosures of PHI.

3.1 Except as limited in this Agreement, Business Associate may use or disclose PHI to perform Services, as specified in the underlying grant or contract with Covered Entity. The uses and disclosures of Business Associate are limited to the minimum necessary, to complete the tasks or to provide the services associated with the terms of the underlying agreement. 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.

3.2 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 and Subcontractors in accordance with Sections 9 and 17 or, (b) as otherwise permitted by Section 3.

3.3 Business Associate shall be directly liable under HIPAA for impermissible uses and disclosures of the PHI it handles on behalf of Covered Entity, and for impermissible uses and disclosures, by Business Associate's Subcontractor(s), of the PHI that Business Associate handles on behalf of Covered Entity and that it passes on to Subcontractors.

4. 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 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 the Agreement requires the person or entity to notify Business Associate, within two (2) business days (who in turn will notify Covered Entity within two (2) business days after receiving notice of a Breach as specified in Section 6.1), in writing of any Breach of Unsecured PHI of which it is aware. Uses and disclosures of PHI for the purposes identified in Section 3 must be of the minimum amount of PHI necessary to accomplish such purposes.

5. Safeguards. Business Associate, its Agent(s) and Subcontractor(s) 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 or its Subcontractor(s) 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 or its Agent(s) and Subcontractor(s) shall identify in writing upon request from Covered Entity all of the safeguards that it uses to prevent impermissible uses or disclosures of PHI.

6. Documenting and Reporting Breaches.

6.1 Business Associate shall report to Covered Entity any Breach of Unsecured PHI, including Breaches reported to it by a Subcontractor, as soon as it (or any of its employees or agents) becomes aware of any such Breach, and in no case later than two (2) 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.

6.2 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. Business Associate shall require its Subcontractor(s) to agree to these same terms and conditions.

6.3 When Business Associate determines that an impermissible acquisition, use or disclosure of PHI by a member of its workforce is not a Breach, as that term is defined in 45 CFR § 164.402, and therefore does not necessitate notice to the impacted individual(s), it shall document its assessment of risk, conducted as set forth in 45 CFR § 402(2). When requested by Covered Entity, Business Associate shall make its risk assessments available to Covered Entity. It shall also provide Covered Entity with 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 probability that the PHI had been compromised. When a breach is the responsibility of a member of its Subcontractor's workforce, Business Associate shall either 1) conduct its own risk assessment and draft a summary of the event and assessment or 2) require its Subcontractor to conduct the assessment and draft a summary of the event. In either case, Business Associate shall make these assessments and reports available to Covered Entity.

6.4 Business Associate shall require, by contract, a Subcontractor to report to Business Associate and Covered Entity any Breach of which the Subcontractor becomes aware, no later than two (2) business days after becomes aware of the Breach.

7. **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. Business Associate shall require a Subcontractor to agree to these same terms and conditions.

8. **Providing Notice of Breaches**.

8.1 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 individual(s) whose PHI has been 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.

8.2 If Covered Entity or Business Associate determines that an impermissible acquisition, access, use or disclosure of PHI by a Subcontractor of Business Associate constitutes a Breach as defined in 45 CFR § 164.402, and if requested by Covered Entity or Business Associate, Subcontractor shall provide notice to the individual(s) whose PHI has been the subject of the Breach. When Covered Entity requests that Business Associate or its Subcontractor provide notice, Business Associate shall either 1) consult with Covered Entity about the specifics of the notice as set forth in section 8.1, above, or 2) require, by contract, its Subcontractor to consult with Covered Entity about the specifics of the notice as set forth in section 8.1

8.3 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.

8.4 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).

8.5 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.

9. **Agreements with Subcontractors**. Business Associate shall enter into a Business Associate Agreement with any Subcontractor to whom it provides PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity in which the Subcontractor agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such PHI. Business Associate must enter into this Business Associate Agreement before any use by or disclosure of PHI to 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 Business Associate Agreement it enters into with a subcontractor to Covered Entity upon request. Business associate may not make any disclosure of PHI to any Subcontractor without prior written consent of Covered Entity.

10. **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.

11. **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.

12. 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.

13. 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, 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.

14. Termination.

14.1 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 18.7.

14.2 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 the contract or grant without liability or penalty if Business Associate does not cure the breach within the time specified by Covered Entity; or (b) immediately terminate the contract or grant 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 the contract or grant, nor does it lessen Business Associate's responsibility for such breach or its duty to cure such breach.

15. Return/Destruction of PHI.

15.1 Business Associate in connection with the expiration or termination of the contract or grant 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 or grant 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.

15.2 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. This shall also apply to all Agents and Subcontractors of Business Associate.

16. 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.

17. 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.

17.1 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.

17.2 Business Associate shall ensure that any Agent and 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 or Subcontractor. 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 or Subcontractor without the prior written consent of Covered Entity.

17.3 Business Associate shall report in writing to Covered Entity any Security Incident pertaining to such Electronic PHI (whether involving Business Associate or an Agent or 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 two (2) 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.

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

18. Miscellaneous.

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

18.2 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.

18.3 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.

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

18.5 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.

18.6 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 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.

18.7 Business Associate is prohibited from directly or indirectly receiving any remuneration in exchange for an individual's PHI. Business Associate will refrain from marketing activities that would violate HIPAA, including specifically Section 13406 of the HITECH Act. Reports or data containing the PHI may not be sold without Agency's or the affected individual's written consent.

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

ATTACHMENT F
AGENCY OF HUMAN SERVICES' CUSTOMARY GRANT PROVISIONS

1. **Agency of Human Services – Field Services Directors** will share oversight with the department (or field office) that is a party to the grant for provider performance using outcomes, processes, terms and conditions agreed to under this grant.

2. **2-1-1 Data Base:** The Grantee providing a health or human services within Vermont, or near the border that is readily accessible to residents of Vermont, will provide relevant descriptive information regarding its agency, programs and/or contact and will adhere to the "Inclusion/Exclusion" policy of Vermont's United Way/Vermont 211. If included, the Grantee will provide accurate and up to date information to their data base as needed. The "Inclusion/Exclusion" policy can be found at www.vermont211.org

3. **Medicaid Program Grantees**:

   Inspection of Records: Any grants accessing payments for services through the Global Commitment to Health Waiver and Vermont Medicaid program must fulfill state and federal legal requirements to enable the Agency of Human Services (AHS), the United States Department of Health and Human Services (DHHS) and the Government Accounting Office (GAO) to:

   Evaluate through inspection or other means the quality, appropriateness, and timeliness of services performed; and

   Inspect and audit any financial records of such Grantee or subgrantee.

   Subcontracting for Medicaid Services: Having a subcontract does not terminate the Grantee, receiving funds under Vermont's Medicaid program, from its responsibility to ensure that all activities under this agreement are carried out. Subcontracts must specify the activities and reporting responsibilities of the Grantee or subgrantee and provide for revoking delegation or imposing other sanctions if the Grantee or subgrantee's performance is inadequate. The Grantee agrees to make available upon request to the Agency of Human Services; the Department of Vermont Health Access; the Department of Disabilities, Aging and Independent Living; and the Center for Medicare and Medicaid Services (CMS) all grants and subgrants between the Grantee and service providers.

   Medicaid Notification of Termination Requirements: Any Grantee accessing payments for services under the Global Commitment to Health Waiver and Medicaid programs who terminates their practice will follow the Department of Vermont Health Access, Managed Care Organization enrollee notification requirements.

   Encounter Data: Any Grantee accessing payments for services through the Global Commitment to Health Waiver and Vermont Medicaid programs must provide encounter data to the Agency of Human Services and/or its departments and ensure that it can be linked to enrollee eligibility files maintained by the State.

   Federal Medicaid System Security Requirements Compliance: All Grantees and subcontractors must provide a security plan, risk assessment, and security controls review document within three months of the start date of this agreement (and update it annually thereafter) to support audit compliance with 45CFR95.621 subpart F, *ADP* (Automated Data Processing) *System Security Requirements and Review Process*.

4. **Non-discrimination Based on National Origin as evidenced by Limited English Proficiency**. The Grantee agrees to comply with the non-discrimination requirements of Title VI of the Civil Rights Act of 1964, 42 USC Section 2000d, et seq., and with the federal guidelines promulgated pursuant to Executive Order 13166 of 2000, which require that Grantees and subgrantees receiving federal funds must assure that persons with limited English proficiency can meaningfully access services. To the extent the Grantee

provides assistance to individuals with limited English proficiency through the use of oral or written translation or interpretive services in compliance with this requirement, such individuals cannot be required to pay for such services.

5. **Voter Registration**. When designated by the Secretary of State, the Grantee agrees to become a voter registration agency as defined by 17 V.S.A. §2103 (41), and to comply with the requirements of state and federal law pertaining to such agencies.

6. **Drug Free Workplace Act.** The Grantee will assure a drug-free workplace in accordance with 45 CFR Part 76.

7. **Privacy and Security Standards.**

   Protected Health Information: The Grantee shall maintain the privacy and security of all individually identifiable health information acquired by or provided to it as a part of the performance of this grant. The Grantee shall follow federal and state law relating to privacy and security of individually identifiable health information as applicable, including the Health Insurance Portability and Accountability Act (HIPAA) and its federal regulations.

   Substance Abuse Treatment Information: The confidentiality of any alcohol and drug abuse treatment information acquired by or provided to the Grantee or subgrantee shall be maintained in compliance with any applicable state or federal laws or regulations and specifically set out in 42 CFR Part 2.

   Other Confidential Consumer Information: The Grantee agrees to comply with the requirements of AHS Rule No. 08-048 concerning access to information. The Grantee agrees to comply with any applicable Vermont State Statute, including but not limited to 12 VSA §1612 and any applicable Board of Health confidentiality regulations. The Grantee shall ensure that all of its employees and subgrantees performing services under this agreement understand the sensitive nature of the information that they may have access to and sign an affirmation of understanding regarding the information's confidential and non-public nature.

   Social Security numbers: The Grantee agrees to comply with all applicable Vermont State Statutes to assure protection and security of personal information, including protection from identity theft as outlined in Title 9, Vermont Statutes Annotated, Ch. 62.

8. **Abuse Registry.** The Grantee agrees not to employ any individual, use any volunteer, or otherwise provide reimbursement to any individual in the performance of services connected with this agreement, who provides care, custody, treatment, transportation, or supervision to children or vulnerable adults if there is a substantiation of abuse or neglect or exploitation against that individual. The Grantee will check the Adult Abuse Registry in the Department of Disabilities, Aging and Independent Living. Unless the Grantee holds a valid child care license or registration from the Division of Child Development, Department for Children and Families, the Grantee shall also check the central Child Protection Registry. (See 33 V.S.A. §4919(a)(3) & 33 V.S.A. §6911(c)(3)).

9. **Reporting of Abuse, Neglect, or Exploitation.** Consistent with provisions of 33 V.S.A. §4913(a) and §6903, any agent or employee of a Grantee who, in the performance of services connected with this agreement, has contact with clients or is a caregiver and who has reasonable cause to believe that a child or vulnerable adult has been abused or neglected as defined in Chapter 49 or abused, neglected, or exploited as defined in Chapter 69 of Title 33 V.S.A. shall make a report involving children to the Commissioner of the Department for Children and Families within 24 hours or a report involving vulnerable adults to the Division of Licensing and Protection at the Department of Disabilities, Aging, and Independent Living within 48 hours. This requirement applies except in those instances where particular roles and functions are exempt from reporting under state and federal law. Reports involving children shall contain the information required by 33 V.S.A. §4914. Reports involving vulnerable adults shall contain the information required by 33 V.S.A. §6904. The Grantee will ensure that its agents or

employees receive training on the reporting of abuse or neglect to children and abuse, neglect or exploitation of vulnerable adults.

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

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

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

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

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

12. **Computing and Communication:** The Grantee shall select, in consultation with the Agency of Human Services' Information Technology unit, one of the approved methods for secure access to the State's systems and data, if required. Approved methods are based on the type of work performed by the Grantee as part of this agreement. Options include, but are not limited to:

    1. Grantee's provision of certified computing equipment, peripherals and mobile devices, on a separate Grantee's network with separate internet access. The Agency of Human Services' accounts may or may not be provided.

    2. State supplied and managed equipment and accounts to access state applications and data, including State issued active directory accounts and application specific accounts, which follow the National Institutes of Standards and Technology (NIST) security and the Health Insurance Portability & Accountability Act (HIPAA) standards.

    The State will not supply e-mail accounts to the Grantee.

13. **Lobbying.** No federal funds under this agreement may be used to influence or attempt to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, continuation, renewal, amendments other than federal appropriated funds.

14. **Non–discrimination.** The Grantee will prohibit discrimination on the basis of age under the Age Discrimination Act of 1975, on the basis of handicap under section 504 of the Rehabilitation Act of 1973, on the basis of sex under Title IX of the Education Amendments of 1972, or on the basis of race, color or national origin under Title VI of the Civil Rights Act of 1964. No person shall on the grounds of sex (including, in the case of a woman, on the grounds that the woman is pregnant) or on the grounds of religion, be excluded from participation in, be denied the benefits of, or be subjected to discrimination, to include sexual harassment, under any program or activity supported by state and/or federal funds.

    The grantee will also not refuse, withhold from or deny to any person the benefit of services, facilities, goods, privileges, advantages, or benefits of public accommodation on the basis of disability, race, creed, color, national origin, marital status, sex, sexual orientation or gender identity under Title 9 V.S.A. Chapter 139.

15. **Environmental Tobacco Smoke.** Public Law 103-227, also known as the Pro-children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, child care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through state or local governments, by federal grant, contract, loan or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such Federal funds.

    The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where Women, Infants, & Children (WIC) coupons are redeemed.

    Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

    Grantees are prohibited from promoting the use of tobacco products for all clients. Facilities supported by state and federal funds are prohibited from making tobacco products available to minors.

Appendix I
Required Forms

Department of Vermont Health Access
Financial Report Form

(Report Date)

Subrecipient Name:	Fletcher Allen Health Care													Grant/Contract Number:		03410-1385-15
Grantee's/Contractor's Contact Person:	Penrose Jackson													Reporting Period: Oct 1, 2014 - Sept 30, 2015		
Grantee's/Contractor's Email Address:	Penrose.Jackson@vhnednet.org															
	TOTAL GRANT BUDGET	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept		TOTAL EXPENDITURES TO DATE	BALANCE
Project Management	$ 176,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ 176,000.00
Project Management Monthly Payment	$ 158,400.00														$ -	$ 158,400.00
Project Management Milestones (list milestones on invoice and provide documentation):	$ 17,600.00														$ -	$ 17,600.00
HIT Data Entry (list practices)	$ 45,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ 45,000.00
1															$ -	$ -
2															$ -	$ -
3															$ -	$ -
4															$ -	$ -
Self-Management Programs	$ 56,800.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ 56,800.00
Self-Management Monthly Payment	$ 30,000.00														$ -	$ 30,000.00
Self-Management Completers ($200 per completer)	$ 23,800.00														$ -	$ 23,800.00
Self-Management Master Trainer	$ 3,000.00															$ 3,000.00
Practice Facilitation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Practice Facilitation	$ -														$ -	$ -
Practice Facilitation Milestones	$ -														$ -	$ -
Training, Travel , Flexible Funding	$ 15,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ 15,000.00
Other Training															$ -	
															$ -	
															$ -	
															$ -	
															$ -	
TOTAL GRANT AMOUNT	$ 292,800.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ 292,800.00

SIGNATURE OF AUTHORIZING OFFICIAL:

State Only:																
SFY 14 HIT Funding	$ 45,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 45,000.00
Project Management (BPPMAN)	$ 176,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 176,000.00
Self Management (BPSMPROG)	$ 33,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 33,000.00
Self Management Completers (BPSMCOMP)	$ 23,800.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 23,800.00
Trainings (BPTRAIN)	$ 15,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 15,000.00
TOTAL	$ 292,800.00															

Please Note: Only certain white cells are unlocked for editing, please enter the funding amount on the same line as the specific subcategory; the highlighted main categories will autofill.

For categories with no listed subcategories, please enter a title in the space provided for each subcategory being billed

Department of Vermont Health Access
Request for Approval to Subcontract

Date of Request: _____

Original Grantee Name: _____ Grantee #: _____

Address: _____

Phone Number: _____

Contact Person: _____

Agreement #: _____ Signature: _____

Subcontractor Name: _____

Address: _____

Phone Number: _____

Contact Person: _____

Scope of Subcontracted Services: _____

Is any portion of the work being outsourced outside of the United States? YES NO
(Note to Business Office: If Yes, do not proceed further with approval until reviewed with Finance & Mgmt)

Dollar Amount of Subcontracted Services: $ _____

Date Range for Subcontracted Services: Start: _____ End: _____

DVHA Contact Person: _____ **Signature:** _____

Phone Number: _____

Business Office Review

Comments: _____

Approval: _____ **Title:** _____ **Date:** _____

The Grantee cannot subcontract until they receive this signed approval from the State of Vermont including the following language:

Language to be included from State of Vermont Bulletin 3.5 in all subcontracting agreements:

10. 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.

11. Taxes Due to the State:

e. 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.

f. 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.

g. 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.

20. 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.

21. 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.

Vermont Blueprint for Health Travel and Flexible Funding Request Form

(complete and obtain Blueprint Assistant Director approval in advance of expenditure)

Health Service Area Name			
Description of Expense (attach supporting documentation such as meeting agenda for training expense; scope of work, work plan, timeline and budget for flexible spending expense)			
How does the flexible spending project or training relate to Blueprint work in your health service area?			
Project or Training Start Date			
Project or Training End Date			
Person Traveling (if applicable)		Indicate Traveler's Role (check one):	
First Name		☐ Project Manager	
Last Name		☐ Practice Faciliator	
Degree/Certification		☐ CHT Staff	
Job Title		☐ Practice Staff	
Work Address		☐ SASH Staff	
		☐ Other (describe)	
Email			
Work Phone			
Cell Phone			
Fax Number			
Signature		**Date Signed**	

Estimated Costs

Flexible Spending Project Expense (attach budget)

Type of Expense	Brief Description of Expense	Unit Expense	Number of Units (days, miles, materials or other units)	Total Expense
Expense for Training Hosted by Health Service Area				
Speaker's Fees		$0.00		$0.00
Room Rental		$0.00		$0.00
Materials		$0.00		$0.00
Miscellaneous		$0.00		$0.00
Expense for Training Offered by Other Organizations				
Tuition		$0.00		$0.00
Airfare		$0.00		$0.00
Ground Transportation		$0.00		$0.00
Mileage		$0.560		$0.00
Lodging Per Night		$0.00		$0.00
Meals and Tips		$0.00		$0.00
Miscellaneous		$0.00		$0.00
		Grand Total		$0.00

For allowable meals and mileage rates, please refer to Bulletin 3.4 - Reimbursement for Travel Related Expenses

VERMONT

INVOICE

Grantee:	
Grant #:	
Address:	
Invoice #:	
Date of invoice:	

Grantee Billing Contact: _____ Phone #: _____

Dates of Service	Description of Deliverables/Work Performed **(please include/list a narrative of activities)**	Amount
	Project Management:	
	Project Management Milestone:	
	Health Information Technology (HIT):	
	Self-Management Programs:	
	Self-Management Master Trainer:	
	Self-Management Completers ($200 each):	
	Training, Travel, and Flexible Funding:	
	TOTAL:	

Remittance Address:

Bill to Address:
Natalie Elvidge
Department of Vermont Health Access
312 Hurricane Lane, Suite 201
Williston, Vermont 05495-2806
Natalie.Elvidge@state.vt.us

DVHA BO USE: *INVOICE PAYMENTS ARE NET00 TERMS, UNLESS STATED OTHERWISE*

Upon Grantee signature of this invoice, the Grantee confirms that the following funds are inaccessible to the Grantee will be reverted back to the State, resulting in a reduction in the total amount of the grant award. Within 15 business days of receipt of the invoice, the State will issue the Grantee a confirmation letter (at least quarterly) of the reduction that will be executed upon signature of the Grantee and the State.

Amount:
Date:

Signature: _____

RECEIVED IN
NOV 25 2014
BUSINESS OFFICE