STATE OF VERMONT GRANT AGREEMENT — Part 1-Grant Award Detail

SECTION I - GENERAL GRANT INFORMATION

[1] Grant #: 03410-1490-16	[2] Original ☐	Amendment # 1
[3] Grant Title: Blueprint for Health in the Randolph Health Service Area		
[4] Amount Previously Awarded: $129,000.00	[5] Amount Awarded This Action: $129,000.00	[6] Total Award Amount: $258,000.00
[7] Award Start Date: 10/01/2015	[8] Award End Date: 09/30/2017	[9] Subrecipient Award: YES ☐ NO ☒
[10] Vendor #: 332005	[11] Grantee Name: Gifford Health Care, Inc.	
[12] Grantee Address: 44 South Main Street		
[13] City: Randolph	[14] State: VT	[15] Zip Code: 05060
[16] State Granting Agency: Department of Vermont Health Access		[17] Business Unit: 03410
[18] Performance Measures: YES ☒ NO ☐	[19] Match/In-Kind:	Description:

[20] *If this action is an amendment, the following is amended:*
Amount: ☒ Funding Allocation: ☒ Performance Period: ☒ Scope of Work: ☒ Other: ☐

SECTION II - SUBRECIPIENT AWARD INFORMATION

[21] Grantee DUNS #: 073983827	[22] Indirect Rate: 0.00 % (Approved rate or de minimis 10%)	[23] FFATA: YES ☐ NO ☒
[24] Grantee Fiscal Year End Month (MM format): 9		[25] R&D: ☐

[26] DUNS Registered Name *(if different than VISION Vendor Name in Box 11)*:

SECTION III - FUNDING ALLOCATION

STATE FUNDS

Fund Type	[27] Awarded Previously	[28] Award This Action	[29] Cumulative Award	[30] Special & Other Fund Descriptions
General Fund			$0.00	
Special Fund			$0.00	
Global Commitment (non-subrecipient funds)	$129,000.00	$129,000.00	$258,000.00	
Other State Funds			$0.00	

FEDERAL FUNDS *(includes subrecipient Global Commitment funds)*

[31] CFDA#	[32] Program Title	[33] Awarded Previously	[34] Award This Action	[35] Cumulative Award	Required Federal Award Information: [36] FAIN	[37] Fed Award Date	[38] Total Federal Award
				$0.00			
[39] Federal Awarding Agency:			[40] Federal Award Project Descr:				
				$0.00			
Federal Awarding Agency:			Federal Award Project Descr:				
				$0.00			
Federal Awarding Agency:			Federal Award Project Descr:				
				$0.00			
Federal Awarding Agency:			Federal Award Project Descr:				
				$0.00			
Federal Awarding Agency:			Federal Award Project Descr:				
Total Awarded - All Funds		$129,000.00	$129,000.00	$258,000.00			

SECTION IV - CONTACT INFORMATION

[41] STATE GRANTING AGENCY	[42] GRANTEE
NAME: Miki Beach	NAME: Barbara Quealy
TITLE: Blueprint Assistant Director	TITLE: COO
PHONE: (802) 241-0392	PHONE: (802) 728-7000
EMAIL: Miki.Beach@vermont.gov	EMAIL: bquealy@giffordmed.org

AMENDMENT

It is agreed by and between the State of Vermont, Department of Vermont Health Access (hereafter called the "State") and Gifford Health Care, Inc. (hereafter called the "Contractor") that the contract on the subject of administration of the Blueprint for Health in the Randolph Health Service Area, effective October 1, 2015, is hereby amended effective October 1, 2016 as follows:

1. **By deleting Section 4 (Maximum Amount) on page 2 of 47, of the base agreement, and substituting in lieu thereof the following Section 4:**

4. Maximum Amount: In consideration of services to be performed by the Contractor, the State agrees to pay the Contractor, in accordance with the payment provisions specified in Attachment B, a sum not to exceed **$258,000.00** (total maximum of agreement).

For the period of October 1, 2015 through June 30, 2016, the State agrees to pay the Contractor a sum not to exceed **$96,850.00**.

For the period of July 1, 2016 through September 30, 2016, the State agrees to pay the Contractor a sum not to exceed **$32,150.00**.

For the period of October 1, 2016 through June 30, 2017, the State agrees to pay the Contractor a sum not to exceed **$96,750.00**.

For the period of July 1, 2017 through September 30, 2017, the State agrees to pay the Contractor a sum not to exceed **$32,250.00**.

2. **By deleting Section 5 (Agreement Term) on page 2 of 47, of the base agreement, and substituting in lieu thereof the following Section 5:**

5. Agreement Term: The effective date of this agreement shall be October 1, 2015 and end on September 30, 2017.

3. **By updating the contact information of the Contact Persons of this Award as follows:**

Natalie Elvidge
Department of Vermont Health Access
NOB 1 South, 280 State Drive
Waterbury, VT 05671
802-241-0389
Natalie.Elvidge@vermont.gov

Miki Beach
Blueprint Assistant Director
Department of Vermont Health Access
NOB 1 South, 280 State Drive
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4. **By deleting Attachment A (Scope of Work), beginning on page 5 of 47 of base agreement, and substituting in lieu thereof, Attachment A, that is included as part of this amendment starting on page 3.**

ATTACHMENT A

SCOPE OF WORK TO BE PERFORMED

I. Overview of Work to be Performed

Under this agreement, the Contractor will manage ongoing operations of the Vermont Blueprint for Health (Blueprint) in the local Health Service Area (HSA). HSAs are defined by legal town borders. The Blueprint maintains the list of legal towns defining each HSA within the Blueprint Provider Directory and uses this information for administrative and payment purposes. The Contractor will lead and oversee the Blueprint infrastructure to sustain a community health system comprised of:

A. Project Management
   - A.1. Hiring and Staffing
   - A.2. State Meetings
   - A.3. Community Collaboratives
   - A.4. Community Health Team (CHT) Staffing and Design
   - A.5. Extended and Functional CHT Integration
   - A.6. Practice Outreach and Communication
   - A.7. Unified Performance Reporting and Data Utility
   - A.8. Payment Processes
   - A.9. Program Evaluation Participation

B. Blueprint Sponsored Self-Management Programs
C. Training, Travel, and Flexible Funding
D. Reporting Requirements
E. Subcontractor Requirements

II. Scope of Work and Performance Expectations

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

A. Project Management

A.1. Hiring and Staffing

The Contractor shall hire and dedicate at least 1.0 full-time equivalent(s) (FTE) to oversee Blueprint implementation in the local HSA and to perform project management activities. For purposes of this agreement, 1.0 FTE is defined as at least 40-hours per week.

By October 15, 2016, the Contractor shall submit a written project management staffing plan to the State that includes a list of each employee dedicated to performing project management activities and a statement of full-time equivalent level of effort. The Contractor shall keep the written project management staffing plan up-to-date and shall re-submit the plan to the State within 15 days of any changes.

The Contractor shall identify a primary Project Manager (hereinafter "Project Manager"). In the event of a Project Manager vacancy, the Contractor shall involve the State in the résumé review, interviewing, and hiring process for a new Project Manager, including forwarding all résumés submitted for the position to the State's Blueprint Assistant Director assigned to the HSA. The Contractor shall seek to fill the position within 30 days and shall put forward a contingency plan for covering project management responsibilities in the interim. The contingency plan shall be subject to the approval of the State's Blueprint Assistant Director. While the State agrees to abide by the organizational hiring policies of the Contractor, the Blueprint Assistant Director will make recommendations to the Contractor during the interviewing process and reserves the right to refuse the hiring of a Project Manager.

The Project Manager shall be the primary local contact responsible for overseeing all programmatic and administrative components of the agreement.

Agreement Deliverables

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

II. Project Management Staffing Plan by 10/15/16.

III. Dedicate at least 1.0 FTE to the State's Blueprint project management activities. Should a vacancy occur in the primary Project Manager position during the agreement term, the Contractor will seek to fill the vacancy within 30 days and shall develop a contingency plan in consultation with the State's Blueprint Assistant Director to ensure that project management responsibilities are fulfilled in the interim.

A.2. State Meetings

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
- Combined Blueprint and Accountable Care Organization (ACO) Field Team meetings
- Expansion Design and Evaluation Committee meetings (often combined with Executive Committee meetings)
- Payment Implementation Work Group meetings
- Information Technology meetings
- The Blueprint Annual and Semi-Annual Conferences (usually held in April and October)
- Regional Coordinator meetings (when invited)

The Project Manager shall meet regularly with the State's Blueprint Assistant Director. These meetings shall occur either in person or via telephone call according to a frequency set by the Assistant Director and at least once per month.

The Project Manager shall prepare an agenda and maintain a log of action items and progress from these regular check-in meetings. The Assistant Director may also request updates on specific activities within the HSA either in advance of or during the check-in meetings.

Agreement Deliverables

IV. Project Manager or designee attendance in person at all Blueprint program statewide activities and meetings

V. Project Manager engagement with Assistant Director via regular meetings (at least monthly), including preparation of agenda and log of action items and progress

A.3. Community Collaboratives

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) (CHTs)
- Coordinate health information technology (HIT) connectivity
- Support the development of a learning health system
- Participate in regional ACO planning and other health reform activities

The Contractor shall work directly with ACO(s) within the HSA to facilitate the formation and maintenance of a Community Collaborative (CC) to align quality improvement initiatives and care coordination activities, to strengthen Vermont's community health infrastructure, and to help the ACO provider networks within each community meet their organizational goals.

The CCs shall promote the cohesive integration of health and human services addressing both the medical and non-medical needs that impact measurement results and outcomes, including social, economic, and behavioral factors.

The CC structure, with administrative support locally from the Blueprint and the ACOs, will result in more effective health services as measured by:

- Improved results for priority measures of quality
- Improved results for priority measures of health status
- Improved patterns of services utilization (preventive services, unnecessary care)
- Improved access and patient experience of care

The CC structure includes three (3) basic elements:

(1) *Leadership Team (Governance)*

A leadership team shall be established in each community to guide the work of the CC, including:

- Developing a plan for their local CC
- Inviting the larger group of CC participants in the local service area (including consumers)
- Setting agendas and convening regular CC meetings (not less than quarterly)
- Soliciting structured input from the larger group of CC participants
- Making final decisions related to CC activities (consensus, vote as necessary)
- Establishing CC workgroups to drive planning, quality improvement, and implementation of

population health strategies as needed
- Guiding resource allocation

As a governing body, the leadership team shall be formally structured to balance the interests and influence of the community and shall thus include representation from area ACO provider networks and local medical, social, and long-term services providers. Specifically, the CC leadership team in each HSA shall consist of senior leaders from up to 11 area health and human services organizations, including Vermont's ACOs, based on the following structure:

- One (1) local senior clinical leader or designee from the hospital
- One (1) local senior clinical leader or designee from the federally qualified health center (FQHC)
- One (1) local senior clinical leader or designee representing independent primary care practices
- One (1) local senior leader from each of the following provider types that serves the HSA:
  - VNA/Home Health
  - Designated Agency
  - Designated Regional Housing Authority (or Organization)
  - Area Agency on Aging
  - Pediatric Provider
- Additional local organization leaders selected by the CC governing body (up to a recommended total of 11)

The CC leadership team holds decision making responsibility for community initiatives and priorities, which shall align with ACO and State healthcare reform priorities and could include allocation of resources and funding for CHT staffing, including new funding or resources. In order to be an effective agent for cohesive regional health systems, CC leadership teams shall:

- Demonstrate the capability to engage a range of providers in sustained collaborative activity (medical, social, and long-term support providers)
- Demonstrate the capability to lead quality and coordination initiatives
- Demonstrate the ability to organize initiatives that tie to overall healthcare reform goals, such as core measures

(2) Community-wide planning and development

The CC leadership team shall have a process for regular interactions with advisors and community partners to determine health and human services available locally for the population and to better coordinate those services. This element of the CC provides the infrastructure for a coordinated effort to identify those at risk in the community, to assess the factors that limit effective management, and to organize community team approaches to prevention with a focus on the greatest opportunities for improving outcomes.

Partners invited to participate in the community-wide services planning and development CC process may include, but are not limited to:

- All willing area primary care practices
- Hospital administrators and staff
- Clinical and IT leadership

- Providers from community service organizations
- 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)
- Skilled nursing facility representatives
- Consumer/patient representatives
- Vermont Chronic Care Initiative (VCCI) coordinators
- Housing organizations
- Support and Services at Home (SASH) staff
- Representatives from ACOs

(3) Local Quality Improvement Projects

The CCs provide a structure within which medical, social, and long-term service providers can organize how best to work together under the direction of the CC leadership team to achieve better population health outcomes at the community level through a data-driven process. Local quality improvement (QI) projects shall align with the overall goals of ACO and State healthcare reform priorities. The CCs shall accomplish these goals through the following processes:

- Use of comparative data and stakeholder input to identify priorities and opportunities for improvement
- Development and adoption of plans for improving the quality of health services and access to those services, as well as coordination of care across service sectors
- Development and adoption of plans for implementation of new service models and improving patterns of utilization, including:
    - Increasing recommended and preventive services
    - Reducing unnecessary utilization and preventable acute care (variation)
- Working collaboratively with participants to implement adopted plans and strategies, including providing guidance for medical home and community health team operations

As projects are selected, workgroups and work teams that comprise a smaller subset of the CC community services planning and development stakeholders may be formed as necessary to achieve the identified goals of the CC.

Agreement Deliverables

Note: The State may designate a specific system for data entry and tracking of any or all of the following deliverables at any point during the agreement year as an alternative to direct submission to the State's Blueprint Assistant Director.

VI. Submission every 6 months of the CC leadership team's project plan, including charter, clear priorities, aim statement (written and measurable description of the desired improvement), and report

on data-driven progress to date

VII. Demonstration of quality improvement projects, including submission of identified priorities, membership in workgroups or work teams, and evidence of Quality Improvement (QI) projects with demonstrated data-driven progress (PDSA cycles, Key Driver diagrams, A3 project charters, and other tools as used)

A.4. Blueprint Community Health Team (CHT) Team Staffing and Design

CHT Design Plan

In consultation with the CC advisors, community partners, and participating practices, the Project Manager shall continue to update the CHT staffing design and shall submit the plan to the State's Blueprint Assistant Director upon expansion and, after that, on request by the Assistant Director and prior to changes in the design. The CHT design plan shall include

- CHT staff, including roles, credentials, and FTEs;
- Function of the CHT
- Detailed budget comprised of any and all administrative, operational, personnel costs, and investments in kind

The CHT design plan shall be made available and presented to the CC leadership team and to community partners at least annually. Alternately, the CC leadership team may elect to appoint a CHT design subcommittee.

CHT Staffing

The Contractor shall have primary oversight for the CHT staffing plan. The CHT refers to the staff supported by the Blueprint insurer payments.

The Contractor shall hire or subcontract for CHT staff based on the CHT staffing plan and shall ensure that job descriptions, roles, and responsibilities are in alignment with the work of the Blueprint, which includes improving the health of the region's population, reducing unnecessary healthcare expenditures, and improving the patient's experience of care. The organizations served by the CHT must participate in and approve of the CHT staffing.

Recruitment and hiring of CHT staff shall occur promptly following the availability of new funding or resources that enable staffing increases.

CHT Budget

The Contractor shall maintain an active budget for CHT staffing and operations, including the ratio and actual expenses of clinical time to administrative cost, and shall share this budget via the CC forums to obtain community agreement on the CHT staffing plan and the intended allocation of available resources and funding. This budget shall be provided to the State's Blueprint Assistant Director and shall be available to the CC. The Project Manager shall have primary oversight and responsibility for the timely entry of CHT staffing data in the Blueprint Provider Directory as required by the State.

CHT Functions

Since CHT staff are funded through payments from Vermont's major public and commercial payers as a multi-insurer payment reform effort, these multi-disciplinary teams provide services for the entire population that are not normally covered by fee-for-service insurance payments to providers, including, but not limited to:

- Panel management and outreach
- Care coordination and connection to social support services
- Education about nutrition, health conditions, and healthy lifestyle
- Care management
- Assessments for a range of health, mental health, and substance use conditions
- Brief interventions, including motivational interviewing, self-management support, and counseling
- Health coaching and education on behavioral health support for lifestyle changes

These services are provided barrier-free (upon referral or request and without consideration of insurance, income, or health status or similar factors) and at no cost to recipients.

Organizational Support for CHT and Service Layers

The Contractor shall provide organizational support for the operations of the CHTs, including ongoing mentoring and supervision of team members and the CHT Leader. The CHT Leader shall be responsible for the day-to-day supervision of CHT staff members.

The Contractor shall also work collaboratively with the Project Manager, the State's Blueprint Assistant Directors, and the ACOs to prepare and launch new initiatives and service layers as they arise. The Project Manager shall coordinate recruitment and hiring or subcontracting of those resources according to State direction. Recruitment and hiring of these staff shall occur according to timeframes that provide for staffing increases when new funding or resources are made available.

MAT Staffing

The State collaborates with community providers on a coordinated, systematic response to the complex issues of opioid and other addictions in Vermont. 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.

For the MAT initiative, also known as the "Hub & Spoke" program, the Blueprint Project Manager shall coordinate recruitment and hiring or subcontracting of 1.0 FTE licensed nurse and 1.0 FTE licensed substance abuse / mental health counselor per 100 Medicaid beneficiaries (in increments of 25 beneficiaries and .25 FTEs respectively) receiving buprenorphine prescribed by physicians within the HSA. In addition, the Project Manager shall coordinate the deployment of this staff to area MAT practices and the documentation of Health Home measures and services in the clinical records of participating providers.

Agreement Deliverables

VIII. Project Manager oversees CHT design and staffing plan as evaluated and approved by the CC leadership team and assists with recruitment and hiring or subcontracting of CHT and MAT staff and any staff funded through an additional service layer initiative.

IX. Project Manager submits CHT staffing plan to Assistant Director upon expansion and, after that, on request by the Assistant Director and prior to changes in the design.

X. Documentation of timely hiring of additional CHT staff in the Blueprint Provider Directory to coincide with availability of new funding or resources, when applicable.

A.5. CHT Integration

The Contractor shall ensure coordination of services and activities and collaboration between the CHT staff (supported by the multi-insurer payments) and additional service layers and care managers for targeted populations, such as:

- MAT nurses and addiction mental health counselors for office-based treatment of opioid addiction (supported by Medicaid payments through the CHT funding mechanism and staffed by the Contractor with support from the Project Manager, either as direct hires or through subcontracting agreements)
- Support and Services at Home (SASH) nurses and care coordinators for Medicare beneficiaries living in congregate housing or in the community for assistance with aging safely at home
- VCCI nurse case managers for intensive, short-term treatment of the top 5% of high-utilizing Medicaid patients
- Commercial payer case managers

The Project Manager shall document:

- Respective roles of the Core CHT and other care management providers
- Clear referral protocols and methods of communication between area care management programs
- Well-coordinated and non-duplicative services for participants

CHT integration shall involve:

- Identification of case managers in the HSA for different populations of patients
- 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

Agreement Deliverables

XI. Contractor will use meaningful and proactive measures to actively involve and include local health and human services providers in CC forums and encourage their participation at CC forums.

XII. Contractor will ensure collaboration of care coordinators and case managers within the HSA to reduce duplication of services, ensure smooth transitions of care, and increase patient satisfaction and will demonstrate this collaboration through documentation, including:

- Updates to role descriptions for the lead care coordinator and care team members, including responsibilities
- Updates to documentation of referral and communication protocols
- Updates to criteria for identifying lead care coordinator for shared patients
- Counts of shared care plans across organizations
- Outcomes from local care management learning collaboratives

A.6. Practice Outreach and Communication

The Project Manager shall contact all primary care (internal medicine, family practice, pediatric, and naturopath) and substance abuse practices within the HSA in order to encourage their participation in the program and area learning health system activities. In collaboration with the Blueprint QI Facilitators, the Contractor will help willing practices engage in the processes for achieving National Committee for Quality Assurance (NCQA) Patient-Centered Medical Home (PCMH) recognition, integrating CHT staff into practice workflows, and joining the appropriate CC forums within the HSA.

The Project Manager will monitor the status of each primary care practice throughout these activities and report any issues encountered to the State's Blueprint Assistant Director as they arise.

Additional supports funded and provided by the State and available to the practices include QI facilitation for assistance with NCQA-PCMH scoring activities and continuous quality improvement, data quality initiative project leaders, and Vermont Information Technology Leaders (VITL) staff for establishing practice electronic health record (EHR) interface connectivity to the Vermont Health Information Exchange (VHIE) and associated data repositories designated by the State.

The Project Manager shall facilitate collaboration between the practices and area Blueprint QI Facilitators and ACO provider networks to promote quality improvement, including participation in the CC forum(s) and associated quality improvement projects, learning collaboratives, training events, and other mechanisms to ensure innovation between practices.

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

- Providing access to relevant data reports and interpretation of these reports, such as Blueprint practice and HSA profiles, ACO reports, Emergency Department (ED) use, inpatient admissions, data on trends in hospital readmission rates, population outreach reports, access to lists of patients for each practice, ACO reports, and other relevant patient data

- Coordinating and reporting on progress of quality improvement projects between practices, specialists, hospitals, and community organizations based on core clinical measures, data reports, and priorities identified by the CC leadership team and stakeholders, ACOs, and State healthcare reform initiatives

- Integration of CHT staff 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)
- Promoting learning health system activities, such as providing logistical support for local meetings of primary care practices and creating innovative opportunities for learning and communication between primary care practices
- Developing and coordinating co-management and referral agreements with practices in the health home neighborhood (integrated community)

The Project Manager shall be in contact with all practices and programs providing medication assisted treatment for opioid addiction within the HSA on a regular basis to encourage their participation in the statewide "*Hub & Spoke*" initiative, to coordinate hiring and deployment of MAT staff, and to support quality improvement projects to improve care and patient outcomes. The Project Manager will also collaborate with local leadership to encourage the recruitment of additional providers to offer MAT.

The Project Manager shall be responsible for communicating directly with practices on changes in statewide healthcare reform policies and procedures, especially as they impact practice processes, participation requirements, involvement in other State or national reform or billing efforts, and Blueprint program payment levels and practice eligibility criteria. The Contractor shall communicate updates received from the State in a timely fashion.

Agreement Deliverables

XIII. Contractor will demonstrate outreach and/or progress in including all willing primary care practices in the Blueprint. Progress will be measured by the proportion of area practices involved with the Blueprint. Outreach will be measured by evidence of interactions 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 (https://blueprintforhealthportal.vermont.gov/)

XIV. 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

XV. Data sharing between organizations to enhance care coordination, such as sharing reports on patients hospitalized or discharged from the emergency room and ACO reports

XVI. Practice participation in CC forums and/or in at least one CC-identified quality improvement project per agreement year

XVII. Documentation of co-management and referral agreements between practices and specialty providers

XVIII. Recruit new providers to offer medication assisted treatment

XIX. Outreach and/or progress engaging all providers who are currently treating opioid addiction using medication assisted treatment in the Hub & Spoke program.

A.7. Unified Performance Reporting and Data Utility

In the Contractor's HSA, the Project Manager shall coordinate, support, and partner with others in activities that strengthen and grow the utility, quality, and comprehensiveness of data passed into and available for reporting from Vermont's Health Information Technology (HIT) infrastructure and the information technology and data infrastructure of the ACOs. The State's goals are to:

- Engage clinicians in initial and ongoing data quality efforts, including Blueprint data quality and connectivity projects, if needed, for both demographic and clinical data entry and maintenance in source EHR systems.
- Ensure linkage of health records (such as practice EHRs, the State's clinical registry, hospital laboratory feeds, and the Vermont Department of Health (VDH) immunization registry) with the VHIE operated by 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 activity, especially patient contacts and date of interactions, in a central repository for activity reporting to insurers and for analysis of staffing ratios
- Use clinical data for Blueprint program evaluation and generation of measures for performance reporting
- Maintain data quality levels on an ongoing basis after completion of initial data quality work and connectivity to the State HIT architecture

In order to generate HSA-level quality payments, each HSA will need to have a statistically significant sample of data available to establish a measurement of performance. Data will be aggregated using claims and clinical data generated from the State's all-payer claims database, Vermont Healthcare Claims Uniform Reporting & Evaluation System (VHCURES), the VHIE, and the statewide clinical registry. For practices or parent organizations not currently contributing data to the VHIE and the statewide clinical registry, the Contractor shall perform outreach and education to facilitate their participation in Blueprint data quality and connectivity projects designed to establish demographic (ADT) and clinical (CCD) interfaces to the VHIE and the statewide clinical registry and immunization (VXU) interfaces to the VDH immunization registry. The Blueprint, in collaboration with the ACO provider networks in Vermont, uses this data (de-identified) as a source for generating core measures published in the practice and HSA profile reports.

The Project Manager and the Contractor will assist with making connections between area practices and VITL, Blueprint Data Quality Project leaders, and Data Quality teams to complete data quality and

connectivity projects in a timely manner. The Contractor shall convene meetings as necessary for this purpose.

The Contractor will work with VITL to ensure that the necessary business associate agreements (BAAs) with VITL, the State, and the practices are in place.

The Project Manager shall support the roll out of new technologies supporting healthcare reform efforts, as specified and funded by the State or the ACOs, to practices and CHT staff, for example Care Navigator, Health Catalyst, and Patient Ping.

The Project Manager shall ensure that all CHT staff funded through Blueprint payments in the HSA track patient encounters, inclusive of at least the patient's first and last name, date of birth, zip code, the date of the encounter, and an encounter description, in a system that allows for reporting on CHT staff activity in a comma-separated file. These reports shall be provided to the State's Blueprint Assistant Director for the HSA upon request. The State may designate a specific system for CHT staff to track encounter data and patient contacts at any point during the agreement year. To ensure coordination of care, CHT staff who are providing services to a patient on behalf of a practice or organization shall document activity on that patient in that practice's or organization's clinical record.

Agreement Deliverables

XX. Progress on practice-level data quality and connectivity projects, evidenced by the number of practices that participate in a data quality initiative and/or connect ADT (demographic) or CCD interfaces to the VHIE and/or VXU (immunization) interfaces to the VDH registry

XXI. Provide 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 that individuals in these practices use the system on a regular basis

XXII. Tracking of patient encounters by CHT staff in a system that allows for reporting in a comma-separated file

XXIII. Ensure access to local practice clinical records systems for CHT staff to ensure care is coordinated

XXIV. Progress on rolling out new technologies, as specified and funded by the State and the ACOs, to practices and CHT staff

A.8. Payment Processes

The Project Manager shall have primary oversight and responsibility for data collection, data entry, and completion of reports as required for the continuation of multi-insurer funded payments to the Contractor to support CHT staffing and medical home operations within the HSA.

In support of these activities, the Contractor shall provide administrative and fiscal support services to ensure timely and accurate collection of:

- Provider and practice data for payments
- Information for payers regarding CHT staffing and activity and MAT staffing and activity

- General accounting of funds received under this agreement.

The Contractor shall participate in payment-related meetings as requested by the State. Additionally, the Project Manager shall be responsible for communicating updates on payment-related processes to practices as they occur based on updates received from the State and for working with practices and parent organizations to identify and escalate questions, concerns, risks, and issues to the State as they arise, then follow up as appropriate.

Enhanced payments under the Blueprint model include:

- Per Person Per Month (PPPM) payments from all participating payers to Blueprint participating practices
- CHT payments from all participating payers to the Contractor to support CHT functions
- CHT payments from DVHA/Medicaid to the Contractor 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 (https://blueprintforhealthportal.vermont.gov/) to Project Managers as the data collection tool for required information according to the following schedule:

a. Total Unique Patients Reports: Each quarter, the Project Manager or designee 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 Project Manager or designee a cohort of those practices which are scheduled to undergo NCQA PCMH scoring approximately 4.5 months in the future. For those identified practices, the Project Manager or designee 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 Contractor 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 calendar quarter (January, April, July, and October), the Project Manager or designee shall enter and update CHT/MAT staffing and practice demographics information.

The Contractor, via the Project Manager or designee, shall report practice changes (being changes to practice-specific information previously submitted to the Blueprint Provider Directory), such as, but not limited to, provider transitions or attrition, to the State and all payers as they occur via the Blueprint Provider Directory.

The State reserves the right to require the Contractor 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. Failure to meet deliverables associated with payment processes in a timely manner could lead to a discontinuation of insurer funding for CHT and PCMH operations until such time as the information is collected, updated, and submitted.

Agreement Deliverables

XXV. Total Unique Patient Reports: Quarterly, the Project Manager or designee 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 Project Manager is unable to obtain this information from a practice that is not affiliated with the Contractor by the 15th of these months, after making at least three (3) attempts, the Project Manager or designee will notify the Blueprint Assistant Director so that the State can contact the practice.

XXVI. 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 Project Manager a cohort of those practices which are scheduled to undergo NCQA PCMH scoring approximately 4.5 months in the future. For those identified practices, the Project Manager or designee 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 Contractor from the State.

XXVII. As they occur and as the Contractor is informed of the changes, the Contractor, via the Project Manager or designee, 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).

XXVIII. 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), the t Project Manager or designee shall enter and update CHT/MAT staffing and practice demographics information.

A.9. Program Evaluation Participation

The Project Manager shall ensureHSA participation in Blueprint for Health evaluation activities and complete reports as required by the State and federal partners (for instance, the Centers for Medicare and Medicaid Services).

The Contractor shall provide data as requested by the State for evaluation of the core Blueprint program and any additional service layers (such as the MAT initiative), including, but not limited to, proof of participation in chart reviews, patient experience of care surveys, and focus groups.

The Contractor shall facilitate participation of practices and/or parent organizations in sending demographic and clinical data to the VHIE and connected data repositories as designated by the State. This data shall be used for the purposes of program evaluation to produce results on health outcomes for practice-, community-, and State-level populations of patients.

The Contractor shall provide data as requested to the Center for Medicare and Medicaid Services (CMS) or their designees for evaluation of the MAPCP demonstration. The Contractor shall participate in evaluation-related meetings as requested by the State.

The Contractor shall participate in statewide learning collaboratives upon request by the Blueprint, such as care management and office-based opioid treatment (OBOT) collaboratives.

Agreement Deliverables

XXIX. Full cooperation and participation in required Blueprint for Health program evaluation activities

B. Blueprint Sponsored Self-Management Programs

Brief Program Description

The Blueprint offers a wide range of services to engage patients in improving and maintaining their own health. Underscoring its commitment to the importance of patient and family self-activation, the Blueprint supports six (6) evidence-based group self-management programs, including: Healthier Living Workshop (HLW) Chronic Disease, Diabetes, and Chronic Pain self-management programs; Vermont Quit Partners Freshstart tobacco cessation in-person workshops; Copeland Center Wellness Recovery Action Planning (WRAP); and YMCA Diabetes Prevention Program (YDPP).

Program Purpose and Target Populations

Each self-management program targets a specific population for a specific purpose:

Self-Management Program (Workshop Type)	Target Population	Program Purpose
YMCA Diabetes Prevention Program (YDPP)	Individuals with pre-diabetes or at risk for developing diabetes	Reduce the prevalence of diabetes by reducing the number of people with pre-diabetes and diabetes risk factors who then go on to develop diabetes
Freshstart tobacco cessation program	Current tobacco users	Reduce the rate of Vermonters who use tobacco by assisting current tobacco users in quitting
HLW – Chronic Disease	Individuals experiencing symptoms from a chronic condition and those who support them	Increase the number of people with chronic health conditions who have the skills to self-manage their conditions
HLW – Diabetes	Individuals diagnosed with diabetes and those who support them	Increase the number of people with diagnosed diabetes who have the skills to self-manage their diabetes
HLW – Chronic Pain	Individuals experiencing chronic pain and those who support them	Increase the number of people suffering from chronic pain who have the skills to self-manage their pain
Wellness Recovery Action Planning (WRAP)	Individuals experiencing symptoms from a mental health condition, substance abuse condition, or who want to improve their emotional	Increase the number of people with mental health or substance abuse conditions who have the skills to make a plan for improving their emotional well-being

Self-Management Program (Workshop Type)	Target Population	Program Purpose
	well-being	

Description of Strategies or Services to be Performed

During the agreement period, the Contractor shall implement and/or coordinate with local community partners to provide a minimum of twenty (20) self-management group workshops, though the State strongly encourages the Contractor to exceed that number in order to meet community needs. In order to accomplish this goal, the Contractor shall foster community partnerships whenever possible, such as, for example, collaborating with local SASH coordinators on workshop hosting, leadership, and referrals.

Workshop types may be chosen from the following list, the combination of which will be based on the needs of the community and must be approved by the State's Blueprint Assistant Director.

Required to be offered during the agreement period:

- Healthier Living Workshop (HLW) – Chronic Disease
- Freshstart Workshops (tobacco cessation)
  YMCA Diabetes Prevention Program Workshops

Available based on community needs (and upon request) to be offered during the term of this agreement:

- HLW – Diabetes
- HLW – Chronic Pain
- Wellness Recovery and Action Planning (WRAP)

Tobacco cessation workshops shall be provided on a continual basis at least twelve (12) times per year, such that registrants can enroll within two (2) weeks of expressing an interest. YMCA Diabetes Prevention Programs shall be offered no fewer than three (3) times during the agreement period.

To reach target outcomes, the Contractor will:

1. Hire a Regional Coordinator (usually a .5 FTE) with skills and experience in community development, program implementation, and marketing to oversee, manage, and promote self-management programs locally. The Regional Coordinator shall operate as a key member of the CHT and thus shall be closely integrated with CHT staff activities, workflow processes, team meetings, etc. The Project Manager shall meet with the Regional Coordinator at least monthly, and more frequently upon the request of the State, to review progress towards performance goals. *It is not the Regional Coordinator's responsibility to lead the workshops.*

   The State's Blueprint Assistant Director shall be involved in the resume review, interviewing, and hiring process for this position and shall have final approval of the hiring decision. The Regional Coordinator shall meet with the State or its designee at least monthly, and more frequently upon request, to provide status updates on local programs and to receive coaching.

2. Oversee local planning, participant recruitment, implementation, and evaluation of the community-based self-management programs. With support from the Contractor, the State's Blueprint Assistant Director, and the State's designee for statewide self-management program coordination, the Regional Coordinator will recruit key representatives and referral sources from community organizations (including, but not limited to, CHT, SASH, VDH district offices, Area Agencies on Aging (AAAs), designated mental health and substance abuse treatment agencies, health insurers, ACOs, and local employers) to partner in implementing the workshops and to participate in a statewide learning collaborative and local quality improvement work group for increasing the number of workshops hosted and workshop attendance at the local level. The Contractor may elect to integrate the work group into an existing local meeting or committee, as long as the goals of collaboration on QI projects aimed at growing the self-management program within the HSA are met.

3. Collaborate with the work group to develop a community-level self-management program implementation plan, including identification of areas and opportunities for improvement and novel delivery ideas to test. Implementation plans shall identify target goals, strategies, responsible parties, methods for measuring success, and data on the outcomes following a test of change (Plan Do Study Act (PDSA) cycle).

4. Review data on progress with work group members and other key stakeholders (such as through local CC leadership team and advisory committee meetings, local care management learning collaborative meetings, and extended and core CHT meetings) at least quarterly and include data that compares self-management program progress within the HSA to other HSAs, the statewide average, and national progress. Data from other HSAs, the statewide average, and national progress will be made available by the State or its designee for this purpose.

5. Build relationships with community partners (at least ten (10) outreach attempts and four (4) new partnerships per grant year), and work with these partners to implement best practice strategies, such as:

   - Identifying a list of target participants served by partnering organizations and outreaching to them to enroll in workshops
   - Providing workshops where target populations already convene, such as worksites and senior meal sites
   - Coupling programs with worksite wellness programs and health risk assessments
   - Using social media to market and promote workshops
   - Providing incentives for workshop completion
   - Outreaching to currently hospitalized patients

6. Collaborate with community partners to develop and document streamlined referral protocols (at least five (5) per grant year) into the self-management programs. Some examples of successful referral pathways include, but are not limited to:

   - Certified Diabetes Educators (CDEs) on CHT staff referring patients into HLW – Diabetes workshops
   - Blueprint primary care practices (PCPs) performing panel management on specific conditions

for NCQA certification referring patients into appropriate workshops
- PCPs prescribing opiates for Medication Assisted Treatment (MAT) referring patients into HLW – Chronic Pain workshops, when applicable
- Local Vermont Department of Health (VDH) WIC program representatives referring pregnant women and new mothers into tobacco cessation workshops, when applicable
- Local Integrated Care Management Learning Collaborative pilot referring enrolled patients to appropriate workshop(s) for their condition(s)

7. Honor requests from the community to offer workshops in diverse locations, including, but not limited to:

   - Employer work sites
   - Designated Agency offices
   - Designated Regional Housing Office (DRHO) housing facilities
   - Meal sites
   - Substance abuse treatment facilities
   - Corrections facilities or transitional housing sites

   The Regional Coordinator will make every effort to fulfill requests for workshops, where the requesting party can provide the required number of registrants, in a timely manner. The Regional Coordinator shall respond to requests within 48 hours and ensure workshops are offered within 4 weeks of the request or within a mutually agreed upon time period between the requesting party and the Contractor.

8. Regional Coordinator or designee will attend all regular Regional Coordinator in-person and teleconference meetings scheduled by the State or the State's designee.

To ensure quality and adherence to evidence-based workshop curricula, the Contractor shall:

1. Ensure all workshops are led by certified leaders as specified by the State. The Regional Coordinator will recruit and manage local workshop leaders, ensuring there are enough available and trained leaders to facilitate planned workshops without interruption and to staff ad hoc workshops requested based on community need. The Regional Coordinator shall also focus specifically on retaining certified course leaders and proactively perform succession planning. The Contractor shall ensure that the Regional Coordinator reviews workshop evaluations with every leader or leader pair following each workshop and documents a plan for improvement based on evidence-based workshop standards.

2. Ensure interpreter services from appropriately credentialed interpreters are available to workshop participants upon request.

To meet program reporting requirements, the Contractor will:

1. Provide registrant (individuals registered for a workshop), participant (individuals attending at least one session of a workshop), completer (individuals attending the designated number of sessions of a workshop to qualify for completion), and outcome data for each workshop to the State or its

designee in the format specified. The Regional Coordinator shall complete and submit all data and paperwork for self-management programs as specified and required by the State prior to payments being issued.

2. Report progress on self-management program implementation plan by phone or in-person to the State or its designee at least monthly and more frequently upon request or as needed.

3. Submit updated work plan quarterly (prior to the fifteenth (15th) day of the first month of each calendar quarter (January, April, July, and October)) to the State or the State's designee to include, at a minimum:

    a. Target goals and objectives specified for meeting grant deliverables and outcomes
    b. Action plan
    c. PDSA cycles planned, in-progress, and completed
    d. Identified risks to achieving target goals with proposed mitigation plans

Performance Measurement

The State will monitor the following performance measures for the period October 1, 2016 to September 30, 3017 in order to track achievement of stated program purpose and goals. Performance measures measure 1) **quantity** ("how much are you doing?"), 2) **quality** ("how well are you doing it?), and 3) **impact** of services delivered ("is anyone better off?") in accordance with grant requirements and expectations.

Table 1: Performance Measures#

	Measure	Target	Method	Source	Measure Type
1	Total number of workshops	20	Number of completed workshops	Reported by State designee (based on data sent from Regional Coordinator)	Quantity
2	Average wait time from registration to workshop attendance	Tobacco – 2 weeks For all other programs, establish benchmark##	Average of elapsed time from date of registration to date of attendance at first workshop session for all workshop registrants	Reported by State designee (based on data sent from Regional Coordinator)	Quality
3	Number of workshops hosted in partnership	5	Number of workshops offered in partnership with a co-hosting organization	Reported by State designee (based on data sent from Regional Coordinator)	Quantity
4	Workshop cancellation rate	≤20%	Number of workshops cancelled/number of hosted workshops *	Reported by State designee (based on data sent from	Quality

	Measure	Target	Method	Source	Measure Type
			100	Regional Coordinator)	
5	No show rate	≤10%	Total number of registrants who attended 0 sessions/Total number of individuals * 100 registered	Reported by State designee (based on data sent from Regional Coordinator)	Quality
6	Average number of attendees per session	3 for Tobacco 8 for all other workshop types	Total number of attendees in each session/total number of sessions	Reported by State designee (based on data sent from Regional Coordinator)	Quantity
7	Percent of participants who complete	75%	Total number of participants who complete/total number of participants * 100	Reported by State designee (based on data sent from Regional Coordinator)	Quality
8	YMCA DPP Average Participant Weight Loss at 12 months	Establish benchmark (national goal of greater than 7.0%)##	Total percent weight lost/total number of participants	Reported by YMCA (national YMCA database)	Impact
9	YMCA DPP Average weekly physical activity	Establish benchmark (national goal greater than 150 minutes)##	Average number of minutes of weekly physical activity for workshop participants	Reported by YMCA (national YMCA database)	Impact
10	YMCA DPP Percent of completed food trackers	Establish benchmark (national goal greater than 70%)##	Total completed food trackers/total number of participants * 100	Reported by YMCA (national YMCA database)	Impact
11	Tobacco Cessation Percent quit at end of workshop	Establish benchmark##	Number of tobacco-free individuals at end of workshop/Total number of participants	Reported by YMCA (based on data sent from Regional Coordinator)	Impact
12	Tobacco Cessation Percent quit at 6-month follow-up	Establish benchmark##	Number of tobacco-free individuals at 6-month call back/Total number of workshop participants	Reported by YMCA (based on data sent from Regional Coordinator)	Impact
13	Tobacco	Establish	Number of tobacco-free	Reported by	Impact

	Measure	Target	Method	Source	Measure Type
	Cessation Percent quit at 12-month follow-up	benchmark##	individuals at 12-month call back/Total number of workshop participants	YMCA (based on data sent from Regional Coordinator)	

Targets listed in the table above represent *minimum* requirements.
Statewide and HSA-level benchmarks for these outcome measures do not currently exist. Through the data collection and monitoring procedures that correspond to each of these measures in Table 2 below, benchmarks for each of these measures will be established during this performance period.

Program-Specific Monitoring and Reporting

The following table identifies how performance measures and other data will be reported, monitored, and improved.

Table 2: Monitoring Procedures

The purpose of all monitoring activities is performance monitoring and quality improvement. The information required at the data field level is included on the forms specified in the "Format" column.

Monitoring Activities	Format	Frequency / Due Date	Recipient
Total number of workshops	Workshop scheduling & attendance forms	Within 5 business days of when workshop is scheduled; Within 5 business day of when workshop completes	State designee (currently Greater Burlington YMCA)
Average wait time from registration to workshop attendance	Workshop registration & attendance forms	Within 5 business days of registration for workshop & workshop initiation	State designee (currently Greater Burlington YMCA)
Number of workshops hosted in partnership	Workshop scheduling & attendance forms	Within 5 business days of when workshop is scheduled; Within 5 business day of when workshop completes	State designee (currently Greater Burlington YMCA)
Workshop cancellation rate	Workshop scheduling & attendance forms	Within 5 business days of workshop cancellation	State designee (currently Greater Burlington YMCA)
No show rate	Workshops registration & attendance forms	Within 5 business days of registration for workshop & workshop initiation	State designee (currently Greater Burlington YMCA)
Average number of	Workshop	Within 5 business days of	State designee (currently

Monitoring Activities	Format	Frequency / Due Date	Recipient
attendees per session	attendance forms	each workshop session	Greater Burlington YMCA)
Percent of participants who complete	Workshop attendance forms	Within 5 business days of when a participant may be counted as a completer for any workshop type	State designee (currently Greater Burlington YMCA)
Average YMCA DPP participant weight loss at 12 months	Direct data entry by workshop leader into YMCA national database	Within 48 hours of each workshop session	State designee (currently Greater Burlington YMCA)
Average YMCA DPP participant weekly physical activity	Direct data entry by workshop leader into YMCA national database	Within 48 hours of each workshop session	State designee (currently Greater Burlington YMCA)
Percent YMCA DPP participant completed food trackers	Direct data entry by workshop leader into YMCA national database	Within 48 hours of each workshop session	State designee (currently Greater Burlington YMCA)
Tobacco Cessation Percent quit at end of workshop	Workshop attendance forms	Within 5 business days of when a participant may be counted as a completer for a Tobacco Cessation workshop	State designee (currently Greater Burlington YMCA)
Tobacco Cessation Percent quit at 6-month follow-up	Follow-up phone call log from workshop leader or Regional Coordinator	Within 5 business days of completion of workshop follow-up phone call log	State designee (currently Greater Burlington YMCA)
Tobacco Cessation Percent quit at 12-month follow-up	Follow-up phone call log from workshop leader or Regional Coordinator	Within 5 business days of completion of workshop follow-up phone call log	State designee (currently Greater Burlington YMCA)

C. Training, Travel, and Flexible Funding

Training and Travel

The Contractor shall coordinate training, consultation, and out-of-HSA travel expenses for project management, community health team staff, CHT extenders, QI facilitation, community-based self-management programs, and Blueprint primary care practices.

These activities will include support for local learning collaboratives and speaker's fees, travel to statewide meetings, and registration fees for training events. Funds shall be used to support Blueprint activities

generally and can be used for training for Contractor staff or staff of other organizations and agencies within the HSA. Expenses must be in compliance with State of Vermont Administrative Bulletin 3.4 (http://aoa.vermont.gov/sites/aoa/files/Bulletins/AOA-Bulletin3_4-June2014%20(2).pdf).

The funds are ***not*** to be used to cover travel expenses within an HSA. The funds are also ***not*** to be used to cover materials for self-management programs with the exception of interpreter services.

Flexible Funding Mechanism

The Contractor may submit a Flexible Funding Request Form (Appendix I) to seek approval of additional tasks within the scope of work described in this Attachment A. Each Flexible Funding Request Form submitted by the Contractor shall outline the need for the additional services and shall contain clear deliverables.

The flexible funding mechanism described in this section is intended to clarify and expand upon tasks already enumerated in the agreement. Both parties recognize that the availability of the flexible funding mechanism does not obviate the need for state review of amendments to the scope, budget, or maximum amount of this agreement.

The Contractor may not begin work on any additional tasks described in a Flexible Funding Request Form until the request has been accepted and approved by the State in writing. State approval is contingent upon approval from the State's Blueprint Assistant Director and the Office of the Attorney General.

D. Reporting Requirements

DUE DATE/DELIVERABLE:	DUE TO:
October 15, 2016	
Project Management staffing plan	Natalie Elvidge, Miki Beach
December 15, 2016	
Attest to accuracy of total unique patient counts for every practice in Blueprint Provider Directory	Tim Tremblay
January 15, 2017	
Documentation of eligibility for Project Management milestone payments and completion of selected milestone(s)	Natalie Elvidge, Miki Beach

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
Self-management work plan	Miki Beach

March 15, 2017	
Attest to accuracy of total unique patient counts for every practice in Blueprint Provider Directory	Tim Tremblay

April 15, 2017	
Documentation of eligibility for Project Management milestone payments and completion of selected milestone(s)	Natalie Elvidge, Miki Beach
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
Self-management work plan	Miki Beach

June 15, 2017	
Attest to accuracy of total unique patient counts for every practice in Blueprint Provider Directory	Tim Tremblay

July 15, 2017	
Documentation of eligibility for Project Management milestone payments and completion of selected milestone(s)	Natalie Elvidge, Miki Beach
Attest to accuracy of all CHT/ MAT Staffing data	Tim Tremblay

in Blueprint Provider Directory	
Attest to accuracy of all practice demographic information in Blueprint Provider Directory	Tim Tremblay
Self-management work plan	Miki Beach

September 15, 2017	
Attest to accuracy of total unique patient counts for every practice in Blueprint Provider Directory	Tim Tremblay

September 30, 2017	
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	Miki Beach

October 15, 2017	
Documentation of eligibility for Project Management milestone payments and completion of selected milestone(s)	Natalie Elvidge, Miki Beach
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
Self-management work plan	Miki Beach

Ongoing		
No more frequently than monthly, no less frequently than quarterly	Submit invoice and completed financial report	Natalie Elvidge, Miki Beach

Ongoing		
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 patient numbers	Update Blueprint Provider Directory accordingly	Tim Tremblay
Submission of the CC leadership team's project plan	Submit every 6 months	Miki Beach
Submission of CHT staffing plan upon expansion and after that either on request by the Assistant Director or prior to changes in the design	Notify Blueprint Assistant Director as changes occur to as requested	Miki Beach
Documentation in the Blueprint Provider Directory of timely hiring of additional CHT staff to coincide with availability of new funding or resources, when applicable	Update Blueprint Provider Directory accordingly	Tim Tremblay
Documentation of co-management and referral agreements between practices and specialty providers	Submit co-management and referral agreements to Blueprint Assistant Director	Miki Beach
Upon vacancy of Project Manager, Regional Coordinator, or QI Facilitator position:	Notify Blueprint Assistant Director and involve in hiring process, including sending resumes of all qualified candidates, including in interviews, and receiving final approval on hiring	Miki Beach

Ongoing		
	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 obtain milestone payments for QI facilitators (if applicable):	Documentation of: • Completion of patient-centered PDSAs • Workflow and referral protocols in primary care practices for CHT • NCQA recognition as PCMH	Miki Beach
Quarterly	Submit Total Unique Patients Reports	Tim Tremblay
Monthly	Submit Practice Rosters (Practice Summary Reports)	Tim Tremblay

F. Subcontractor Requirements

Per Attachment C, Section 19, if the Contractor chooses to subcontract work under this agreement, the Contractor must first fill out and submit the Subcontractor 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 Subcontractor Compliance Form, the State shall review and respond within five (5) business days. Under no circumstance shall the Contractor enter into a sub-agreement without prior authorization from the State. The Contractor shall submit the Subcontractor Form to:

Natalie Elvidge
Department of Vermont Health Access
NOB 1 South, 280 State Drive
Waterbury, VT 05671-1010
Natalie.Elvidge@vermont.gov

Miki Beach
Blueprint Assistant Director
Department of Vermont Health Access
NOB 1 South, 280 State Drive
Waterbury, VT 05671
802-241-0392
Miki.Beach@vermont.gov

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

5. By deleting on pages 22 of 47 of the base agreement, Attachment B (Payment Provisions) and substituting in lieu thereof, Attachment B, which is included as part of this amendment starting on page 30.

ATTACHMENT B
PAYMENT PROVISIONS

The maximum dollar amount payable under this agreement **($258,000.00)** is not intended as any form of a guaranteed amount. The State agrees to compensate the Contractor for services performed up to the maximum amounts stated below, provided such services are within the scope of the agreement and are authorized as provided for under the terms and conditions of this agreement. State of Vermont payment terms are Net 30 days from date of invoice; payments against this agreement 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 Contractor 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 agreement deliverables.

In addition to the monthly payments, the Contractor can invoice the State for milestone payments.

Project Management: Milestones

The following milestones may be invoiced, up to **$8,000** total, as follows:

- Documentation and demonstration of a mechanism to outreach and provide treatment to high-risk patients identified by ACOs, insurers, or CC: $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 comply with a single, coordinated treatment plan: $1,000 per protocol/co-management agreement
- Leadership of local quality improvement groups and/or projects focused on HSA profiles and/or ACO-based measures as identified and selected by the CC forums: $2,000 per agreement year

For milestone invoicing eligibility, work shall progress continuously throughout the year and not be done exclusively in the final quarter.

Blueprint Sponsored Self-Management Programs

The Blueprint sponsored self-management budget supports the salary and benefits of the Regional Coordinator.

The Contractor 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 the salary and benefits of the Regional Coordinator.

The Contractor may invoice the State $3750 in October, January, April, and July for implementation of self-management programs in the coming quarter. These funds are intended to cover marketing, leader stipends, materials, facility, and other expenses required to run the programs.

If by March 31, 2017, the Contractor has not initiated at least ten (10) workshops with the minimum number of registrants, then $750 per workshop not initiated will be deducted from the April invoice and payment.

If by September 30, 2017, the Contractor has not completed at least 20 workshops, then $750 per uncompleted workshop will be deducted from the final invoice and payment. Incomplete workshops will not be deducted twice (if already deducted from the April invoice), and the Contractor may recoupe any funds deducted from the April payment upon completing 20 workshops.

Workshops will only be counted for completion if they have the required number of registrants specified for the curriculum (10 for HLW, WRAP, and YDPP; 5 for Tobacco) and have an average attendance rate of 60% or higher.

All payments are contingent on submission of paperwork and data entry via a system required by the State and specified by the State or its designee.

Training, Travel, and Flexible Funding Mechanism

The Contractor 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 $4,000 during the agreement time period. Mileage expense for use of personal vehicles and meal expense will be reimbursed at the current State rate. Travel expenses must be in compliance with State of Vermont Administrative Bulletin 3.4.

For the Flexible Funding Mechanism, approval will include performance-based deliverables and payment methods. Examples may include interpreter services for Blueprint sponsored self-management programs.

Reporting Requirements

1. Invoice shall reference this agreement number, include date of submission, invoice number, and amount billed for each deliverable and total amount billed (Appendix I: Required Forms)

2. All deliverables and supporting documentation, including, but not limited to, PM, CHT, and MAT staffing plans; milestone payment eligibility requests; meeting agendas, minutes, and action logs; and receipts for expenses, and invoices related to this agreement shall be submitted together in electronic format to:

   Miki Beach
   Miki.Beach@vermont.gov

Natalie Elvidge
Natalie.Elvidge@vermont.gov

3. Invoices shall be submitted no more frequently than monthly, but no later than quarterly (on or before January 15, 2017, April 15, 2017, July 15, 2017, and October 15, 2017).

4. Invoices shall be accompanied by a Financial Reporting Form (Appendix I) and Travel and Expense 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 agreement. The final financial report will report actual approved expenditures against payments received.

6. Payments and/or reimbursement for meals, lodging, airfare, training/registration and other expenses shall only be issued after all supporting documentation and receipts are received and accepted by the State. Invoices with such expenses shall be accompanied by a Travel and Expense Form (Appendix I: Required Forms).

7. The State reserves the right to withhold part or all of the agreement funds if the State does not receive timely documentation of the successful completion of agreement deliverables.

8. Payments for project management, self-management, and training and travel will only be issued after all reports and paperwork due in that month or quarter are received by the State.

9. 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.

Note: Each line item of this budget covers all expenses needed to meet the deliverables as outlined in the 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.

In the event that the Contractor:

- 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 Contractor becomes aware they will expend less than the budgeted amount for any line item in the agreement;

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

Additionally, the Contractor shall report the amount of underspent line item or unearned milestone payments on quarterly invoices (Appendix I) submitted no later than January 15, 2017, April 15, 2017, July 15, 2017, and October15, 2017. Upon Contractor signature of the invoice, the Contractor agrees that the funds will be reverted back to the State, resulting in a reduction in the total amount of the agreement award, at which point the unspent funding becoming inaccessible to the Contractor. The State will issue the

Contractor a confirmation letter of the reduction that will be executed upon signature of the Contractor and the State.

Approved Budget for October 1, 2016 to September 30, 2017:

For the period of October 1, 2015 through June 30, 2016, the State agrees to pay the Contractor a sum not to exceed **$96,850.00**.

For the period of July 1, 2016 through September 30, 2016, the State agrees to pay the Contractor a sum not to exceed **$32,150.00**.

For the period of October 1, 2016 through June 30, 2017, the State agrees to pay the Contractor a sum not to exceed **$96,750.00**.

For the period of July 1, 2017 through September 30, 2017, the State agrees to pay the Contractor a sum not to exceed **$32,250.00**.

	October 1, 2015 - to June 30, 2016	July 1, 2016 - September 30, 2016	Source
Project Management	$ 42,750.00	$ 14,250.00	GC
Project Management Milestones	$ 17,250.00	$ 5,750.00	GC
Self-Management Programs	$ 22,500.00	$ 7,500.00	GC
Self-Management Completers ($200 each)	$ 10,600.00	$ 3,400.00	GC
Training, Travel, Flexible Funding	$ 3,750.00	$ 1,250.00	GC
Total	**$ 96,850.00**	**$ 32,150.00**	

	October 1, 2016 - to June 30, 2017	July 1, 2017 - September 30, 2017	Source
Project Management	$ 54,000.00	$ 18,000.00	GC
Project Management Milestones	$ 6,000.00	$ 2,000.00	GC
Self-Management Regional Coordination	$ 22,500.00	$ 7,500.00	GC
Self-management Programs	$ 11,250.00	$ 3,750.00	GC
Training, Travel, Flexible Funding	$ 3,000.00	$ 1,000.00	GC
Total	**$ 96,750.00**	**$ 32,250.00**	

6. By deleting on pages 26 of 47 of the base agreement, Attachment C (Standard State Provisions for Contracts and Grants) and substituting in lieu thereof, Attachment C, which is included as part of this amendment starting on page 35.

7. By deleting on pages 30 of 47 of the base agreement Attachment E (Business Associate Agreement), and substituting in lieu thereof, Attachment E (Business Associate Agreement), which is included as part of this amendment starting on page 43.

8. By deleting on page 41 of 47 of the base agreement, Appendix 1 (Required Forms) and substituting in lieu thereof, Appendix 1 (Required Forms), which is included as part of this amendment starting on page 51.

This amendment consists of **55** pages. Except as modified by this amendment and any previous amendments, all provisions of this contract, (#**03410-1490-16**) dated **October 1, 2015** shall remain unchanged and in full force and effect.

BY THE STATE OF VERMONT:

e-Signed by Steven Costantino on 2016-10-07 12:46:50 GMT October 07, 2016

STEVEN COSTANTINO, COMMISSIONER
NOB 1 SOUTH, 280 STATE DRIVE
WATERBURY, VT 05671-1010
PHONE: 802-241-0239
EMAIL: STEVEN.COSTANTINO@VERMONT.GOV
AHS/DVHA

BY THE CONTRACTOR:

e-Signed by Barbara Quealy on 2016-10-07 02:37:26 GMT October 07, 2016

BARBARA QUEALY, COO
44 South Main Street
Randolph, VT 05060
Email: bquealy@giffordmed.org

GIFFORD HEALTH CARE, INC.

ATTACHMENT C: STANDARD STATE PROVISIONS FOR CONTRACTS AND GRANTS
REVISED JULY 1, 2016

1. 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. "Agreement" shall mean the specific contract or grant to which this form is attached.

2. 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.

3. Governing Law, Jurisdiction and Venue; No Waiver of Jury Trial: This Agreement will be governed by the laws of the State of Vermont. Any action or proceeding brought by either the State or the Party in connection with this Agreement shall be brought and enforced in the Superior Court of the State of Vermont, Civil Division, Washington Unit. The Party irrevocably submits to the jurisdiction of this court for any action or proceeding regarding this Agreement. The Party agrees that it must first exhaust any applicable administrative remedies with respect to any cause of action that it may have against the State with regard to its performance under the Agreement.

Party agrees that the State shall not be required to submit to binding arbitration or waive its right to a jury trial.

4. Sovereign Immunity: The State reserves all immunities, defenses, rights or actions arising out of the State's sovereign status or under the Eleventh Amendment to the United States Constitution. No waiver of the State's immunities, defenses, rights or actions shall be implied or otherwise deemed to exist by reason of the State's entry into this Agreement.

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: The Party will act in an independent capacity and not as officers or employees of the State.

7. Defense and Indemnity: The Party shall defend the State and its officers and employees against all third party claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party in connection with the performance of this Agreement. The State shall notify the Party in the event of any such claim or suit, and the Party shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit. The State retains the right to participate at its own expense in the defense of any claim. The State shall have the right to approve all proposed settlements of such claims or suits. In the event the State withholds approval to settle any such claim, then the Party shall proceed with

the defense of the claim but under those circumstances, the Party's indemnification obligations shall be limited to the amount of the proposed settlement initially rejected by the State.

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 in connection with the performance of this Agreement.

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 or an agent of the Party in connection with the performance of this Agreement.

The Party agrees that in no event shall the terms of this Agreement nor any document required by the Party in connection with its performance under this Agreement obligate the State to defend or indemnify the Party or otherwise be liable for the expenses or reimbursement, including attorneys' fees, collection costs or other costs of the Party except to the extent awarded by a court of competent jurisdiction.

8. 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. Vermont will accept an out-of-state employer's workers' compensation coverage while operating in Vermont provided that the insurance carrier is licensed to write insurance in Vermont and an amendatory endorsement is added to the policy adding Vermont for coverage purposes. Otherwise, the party shall secure a Vermont workers' compensation policy, if necessary to comply with Vermont law.

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

Premises - Operations

Products and Completed Operations

Personal Injury Liability

Contractual Liability

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

$1,000,000 Each Occurrence

$2,000,000 General Aggregate

$1,000,000 Products/Completed Operations Aggregate

$1,000,000 Personal & Advertising Injury

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 $500,000 combined single limit. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, limits of coverage shall not be less than $1,000,000 combined single limit.

Additional Insured. The General Liability and Property Damage coverages required for performance of this Agreement shall include the State of Vermont and its agencies, departments, officers and employees as Additional Insureds. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, then the required Automotive Liability coverage shall include the State of Vermont and its agencies, departments, officers and employees as Additional Insureds. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Notice of Cancellation or Change. There shall be no cancellation, change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without thirty (30) days written prior written notice to the State.

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

10. False Claims Act: The Party acknowledges that it is subject to the Vermont False Claims Act as set forth in 32 V.S.A. § 630 *et seq.* If the Party violates the Vermont False Claims Act it shall be liable to the State for civil penalties, treble damages and the costs of the investigation and prosecution of such violation, including attorney's fees, except as the same may be reduced by a court of competent jurisdiction. The Party's liability to the State under the False Claims Act shall not be limited notwithstanding any agreement of the State to otherwise limit Party's liability.

11. Whistleblower Protections: The Party shall not discriminate or retaliate against one of its employees or agents for disclosing information concerning a violation of law, fraud, waste, abuse of authority or acts threatening health or safety, including but not limited to allegations concerning the False Claims Act. Further, the Party shall not require such employees or agents to forego monetary awards as a result of such disclosures, nor should they be required to report misconduct to the Party or its agents prior to reporting to any governmental entity and/or the public.

12. Federal Requirements Pertaining to Grants and Subrecipient Agreements:

A. 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.

B. Internal Controls: In the case that this Agreement is a Grant that is funded in whole or in part by Federal funds, in accordance with 2 CFR Part II, §200.303, the Party must establish and maintain effective internal control over the Federal award to provide reasonable assurance that the Party is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the award. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States and the "Internal Control Integrated Framework", issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

C. Mandatory Disclosures: In the case that this Agreement is a Grant funded in whole or in part by Federal funds, in accordance with 2CFR Part II, §200.113, Party must disclose, in a timely manner, in writing to the State, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures may result in the imposition of sanctions which may include disallowance of costs incurred, withholding of payments, termination of the Agreement, suspension/debarment, etc.

13. 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.

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

15. 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.

16. 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.

17. Taxation of Purchases: All State purchases must be invoiced tax free. An exemption certificate will be furnished upon request with respect to otherwise taxable items.

18. Child Support: (Only 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.

19. 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 shall be responsible and liable to the State for all acts or omissions of subcontractors and any other person performing work under this Agreement pursuant to an agreement with Party or any subcontractor.

In the case this Agreement is a contract with a total cost in excess of $250,000, the Party shall provide to the State a list of all proposed subcontractors and subcontractors' subcontractors, together with the identity of those subcontractors' workers compensation insurance providers, and additional required or requested information, as applicable, in accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54).

Party shall include the following provisions of this Attachment C in all subcontracts for work performed solely for the State of Vermont and subcontracts for work performed in the State of Vermont: Section 10 ("False Claims Act"); Section 11 ("Whistleblower Protections"); Section 14 ("Fair Employment Practices and Americans with Disabilities Act"); Section 16 ("Taxes Due the State"); Section 18 ("Child Support"); Section 20 ("No Gifts or Gratuities"); Section 22 ("Certification Regarding Debarment"); Section 23 ("Certification Regarding Use of State Funds"); Section 31 ("State Facilities"); and Section 32 ("Location of State Data").

20. No Gifts or Gratuities: Party shall not give title or possession of anything 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.

21. Copies: Party shall use reasonable best efforts to ensure that all written reports prepared under this Agreement are printed using both sides of the paper.

22. 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

23. 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.

24. Conflict of Interest: Party shall fully disclose, in writing, any conflicts of interest or potential conflicts of interest.

25. Confidentiality: Party acknowledges and agrees that this Agreement and any and all information obtained by the State from the Party in connection with this Agreement are subject to the State of Vermont Access to Public Records Act, 1 V.S.A. § 315 et seq.

26. Force Majeure: Neither the State nor the Party shall be liable to the other for any failure or delay of performance of any obligations under this Agreement to the extent such failure or delay shall have been wholly or principally caused by acts or events beyond its reasonable control rendering performance illegal or impossible (excluding strikes or lock-outs) ("Force Majeure"). Where Force Majeure is asserted, the nonperforming party must prove that it made all reasonable efforts to remove, eliminate or minimize such cause of delay or damages, diligently pursued performance of its obligations under this Agreement, substantially fulfilled all non-excused obligations, and timely notified the other party of the likelihood or actual occurrence of an event described in this paragraph.

27. Marketing: Party shall not refer to the State in any publicity materials, information pamphlets, press releases, research reports, advertising, sales promotions, trade shows, or marketing materials or similar communications to third parties except with the prior written consent of the State.

28. Termination: In addition to any right of the State to terminate for convenience, the State may terminate this Agreement as follows:

A. **Non-Appropriation:** 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.

B. **Termination for Cause:** Either party may terminate this Agreement if a party materially breaches its obligations under this Agreement, and such breach is not cured within thirty (30) days after

delivery of the non-breaching party's notice or such longer time as the non-breaching party may specify in the notice.

C. **No Implied Waiver of Remedies:** A party's delay or failure to exercise any right, power or remedy under this Agreement shall not impair any such right, power or remedy, or be construed as a waiver of any such right, power or remedy. All waivers must be in writing.

29. Continuity of Performance: In the event of a dispute between the Party and the State, each party will continue to perform its obligations under this Agreement during the resolution of the dispute until this Agreement is terminated in accordance with its terms.

30. Termination Assistance: Upon nearing the end of the final term or termination of this Agreement, without respect to cause, the Party shall take all reasonable and prudent measures to facilitate any transition required by the State. All State property, tangible and intangible, shall be returned to the State upon demand at no additional cost to the State in a format acceptable to the State.

31. State Facilities: If the State makes space available to the Party in any State facility during the term of this Agreement for purposes of the Party's performance under this Agreement, the Party shall only use the space in accordance with all policies and procedures governing access to and use of State facilities which shall be made available upon request. State facilities will be made available to Party on an "AS IS, WHERE IS" basis, with no warranties whatsoever.

32. Location of State Data: No State data received, obtained, or generated by the Party in connection with performance under this Agreement shall be processed, transmitted, stored, or transferred by any means outside continental United States, except with the express written permission of the State.

(Revised 7/1/16 - End of Standard Provisions)

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

1. **The insurance requirements contained in Attachment C, Section 8 are hereby modified:**

   Notwithstanding Section 8 of Attachment C, the following is hereby added to the 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 policy aggregate.

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:**

   Medical malpractice coverage is required given the nature of this agreement.

APPROVAL:

Michael B
ASSISTANT ATTORNEY GENERAL

DATE: 10/3/16

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 (DVHA) ("COVERED ENTITY") AND GIFFORD HEALTH CARE, INC. ("BUSINESS ASSOCIATE") AS OF OCTOBER 1, 2015 ("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 18.8.

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.

(Rev: 5/5/15)

APPENDIX 1: REQUIRED FORMS

INVOICE

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

Contractor Billing Contact: _____ Phone #: _____

Dates of Service	Description of Deliverables/Work Performed (**please include/list a narrative of activities**)	Amount
	Project Management	
	Project Management Milestones	
	Self-Management Regional Coordination	
	Self-management Programs	
	Training, Travel, Flexible Funding	
	TOTAL:	

Remittance Address:

Bill to Address:
Natalie Elvidge
Department of Vermont Health Access
NOB 1 South, 280 State Drive
Waterbury, VT 05671
Natalie.Elvidge@state.vt.us

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

Upon Contractor signature of this invoice, the Contractor confirms that the following funds are inaccessible to the Contractor will be reverted back to the State, resulting in a reduction in the total amount of the grant award and

Within 15 business days of receipt of the invoice, the State will issue the Contractor a confirmation letter of the reduction that will be executed upon signature of the Contractor and the State.

Amount:
Date:

Signature: _____

SUBCONTRACTOR COMPLIANCE FORM

Date: _____

Original Contractor/Grantee Name: _____ Contract/Grant #: _____

Subcontractor Name: _____

Scope of Subcontracted Services:

_____
_____
_____
_____
_____
_____

Is any portion of the work being outsourced outside of the United States?
☐ YES ☐ NO (If yes, do not proceed)

All vendors under contract, grant, or agreement with the State of Vermont, are responsible for the performance and compliance of their subcontractors with the Standard State Terms and Conditions in Attachment C. This document certifies that the Vendor is aware of and in agreement with the State expectation and has confirmed the subcontractor is in full compliance (or has a compliance plan on file) in relation to the following:

☐ Subcontractor does not owe, is in good standing, or is in compliance with a plan for payment of any taxes due to the State of Vermont
☐ Subcontractor (if an individual) does not owe, is in good standing, or is in compliance with a plan for payment of Child Support due to the State of Vermont.
☐ Subcontractor is not on the State's disbarment list.

In accordance with State Standard Contract Provisions (Attachment C), the State may set off any sums which the subcontractor owes the State against any sums due the Vendor 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 in Attachment C.

_____ _____
Signature of Subcontractor Date

_____ _____
Signature of Vendor Date

_____ _____
Received by DVHA Business Office Date

Required: Contractor cannot subcontract until this form has been returned to DVHA Contracts & Grants Unit.

TRAVEL AND EXPENSE FORM

Travel and Expense Form

Grantee/ Contractor Name
Starting Location Address
Grant Contract Number

Invoice #
Invoice Date

				Travel					Meal Expenses (overnight travel only)			Other Expenses (Receipts Required)				
				State rate effective 1/1/2016: .54/mile					Per Diem In-State Rates (Vermont) B: $6.00 L: $6.00 D: $12.65		Per Diem Out-of-State B: $6.25 L: $7.25 D: $18.50	Receipts Required for Expenses in Categories Listed Below				
Travel Start Date	Travel End Date	Name of Traveler	Description (name of meeting, reason for travel, etc.)	Starting Address	Destination Address	End Address	Miles	Amount	Breakfast	Lunch	Dinner	Lodging	Airfare	Training/ Registration	Other	Total
								$ -								$ -
								$ -								$ -
								$ -								$ -
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We the undersigned do hereby certify under that the reported information is accurate to the best of our knowledge and that all requests for services and expenses were incurred while performing work for the State of Vermont. The expenses I am requesting reimbursement for are in compliance with the State of Vermont Allowable Rates and Per Diems. **The State reserves the right to withhold payment if the State does not receive required documentation and receipts.**

Claimant's Signature

Date

Current State Reimbursement Rates: http://humanresources.vermont.gov/salary/compensation/expense_reimbursement
Bulletin 3.4: http://pop.vermont.gov/files/pop/files/Bulletin%0A/Bulletin3_4-June2014%20(2).pdf

FINANCIAL REPORTING FORM

Department of Vermont Health Access Financial Report Form

Subrecipient Name:	Gifford Health Care, Inc.										Grant/Contract Number: 03410-1490-16			
Grantee's/Contractor's Contact Person:											Reporting Period: Oct 1, 2017 - Sept 30, 2017			
Grantee's/Contractor's Email Address:														
	TOTAL GRANT BUDGET	Oct-16	Nov-16	Dec-16	Jan-17	Feb-17	Mar-17	Apr-17	May-17	Jun-17	TOTAL EXPENDITURES TO DATE	UNDERSPENT LINE ITEMS	BALANCE SFY17	
Project Management	$ 60,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 60,000.00	
Project Management Monthly Payment	$ 54,000.00										$ -	$ -	$ 54,000.00	
Project Management Milestones (list milestones on invoice and provide documentation)	$ 6,000.00										$ -	$ -	$ 6,000.00	
Self-Management Programs	$ 33,750.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 33,750.00	
Self-Management Regional Coordination ($2500/ month	$ 22,500.00										$ -	$ -	$ 22,500.00	
Self-Management Master Trainer	$ -										$ -	$ -	$ -	
Self-Management Programs	$ 11,250.00										$ -	$ -	$ 11,250.00	
Practice Facilitation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
Practice Facilitation Monthly Payment											$ -	$ -	$ -	
Practice Facilitation Milestones											$ -	$ -	$ -	
Training, Travel , Flexible Funding	$ 3,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 3,000.00	
TOTAL GRANT AMOUNT/MONTHLY TOTALS	$ 96,750.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 96,750.00	
Underspent Line Items														
Project Management Monthly Payment												$ -		
Project Management Milestones												$ -		
Self-Management Regional Coordination ($2500/ month												$ -		
Self-Management Master Trainer												$ -		
Self-Management Programs												$ -		
Practice Facilitation												$ -		
Practice Facilitation Milestones												$ -		
Training, Travel Flexible Funding												$ -		

SIGNATURE OF AUTHORIZING OFFICIAL: _____

	TOTAL GRANT BUDGET	Jul-17	Aug-17	Sep-17	TOTAL EXPENDITURES TO DATE	UNDERSPENT LINE ITEMS	BALANCE SFY18
Project Management	$ 20,000.00	$ -	$ -	$ -	$ -		$ 20,000.00
Project Management Monthly Payment	$ 18,000.00				$ -	$ -	$ 18,000.00
Project Management Milestones (list milestones on invoice and provide documentation):	$ 2,000.00				$ -	$ -	$ 2,000.00
Self-Management Programs	$ 11,250.00	$ -	$ -	$ -	$ -	$ -	$ 11,250.00
Self-Management Regional Coordination ($2500/ month	$ 7,500.00				$ -	$ -	$ 7,500.00
Self-Management Master Trainer	$ -				$ -	$ -	$ -
Self-Management Programs	$ 3,750.00				$ -	$ -	$ 3,750.00
Practice Facilitation	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Practice Facilitation Monthly Payment					$ -	$ -	$ -
Practice Facilitation Milestones					$ -	$ -	$ -
Training, Travel , Flexible Funding	$ 1,000.00	$ -	$ -	$ -	$ -	$ -	$ 1,000.00
TOTAL GRANT AMOUNT/MONTHLY TOTALS	$ 32,250.00	$ -	$ -	$ -	$ -	$ -	$ 32,250.00
Underspent Line Items							
Project Management Monthly Payment						$ -	
Project Management Milestones						$ -	
Self-Management Regional Coordination ($2500/ month						$ -	
Self-Management Master Trainer						$ -	
Self-Management Programs						$ -	
Practice Facilitation						$ -	
Practice Facilitation Milestones						$ -	
Training, Travel Flexible Funding						$ -	

SIGNATURE OF AUTHORIZING OFFICIAL:

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