

1. **Parties.** This is a contract for personal services among the State of Vermont, Department of Vermont Health Access (hereafter called "State" or "DVHA"), the University of Vermont and State Agricultural College ("UVM") with a principle place of business in Burlington, VT, and Fletcher Allen Health Care, Inc. ("FAHC"), with a principal place of business in Burlington, VT. UVM's form of business is a public not-for-profit institution of higher education. UVM's local address is Burlington, VT 05401. FAHC's form of business is a non-profit corporation licensed as a Vermont hospital. FAHC's local address is 111 Colchester Ave., Burlington, VT 05401. It is the responsibility of UVM and FAHC to contact the Vermont Department of Taxes to determine if, by law, each is independently required to have a Vermont Department of Taxes Business Account Number.
2. **Subject Matter.** The subject matter of this contract is collaboration between the State and UVM to provide certain Medicaid Graduate Medical Education (GME) Payments to FAHC. The non-federal share of these funds will be provided by UVM using monies appropriated from the State general fund. Detailed services to be provided by UVM and FAHC are described in Attachment A.
3. **Maximum Amount.** In consideration of the services to be performed by UVM and FAHC, the State agrees to pay FAHC, in accordance with the payment provisions specified in Attachment B, a sum not to exceed \$90,000,000.
4. **Contract Term.** The period of UVM and FAHC's performance shall begin on August 15, 2014, and end on June 30, 2017.
5. **Prior Approvals.** If approval by the Attorney General's Office or the Secretary of Administration is required, (under current law, bulletins, and interpretations), neither this contract nor any amendment to it is binding until it has been approved by either or both such persons.

Approval by the Attorney General's Office is required.
Approval by the Secretary of Administration is required.
6. **Amendment.** No changes, modifications, or amendments in the terms and conditions of this contract shall be effective unless reduced to writing, numbered and signed by the duly authorized representative of the State, UVM, and FAHC.
7. **Cancellation.** This contract may be cancelled by any party by giving written notice at least 30 days in advance. Notwithstanding this provision, if a governmental agency with due authority determines that a program or facility operated by UVM or FAHC, wherein services authorized under this contract are provided, is not in compliance with State and Federal law or is operating with deficiencies the State may terminate this contract immediately and notify UVM and FAHC accordingly. Also, in the event that UVM discontinues payment to the State for the non-federal share of the GME funding, or in the event that federal funds supporting this contract become unavailable or are reduced, the State may cancel this contract with no obligation to pay FAHC from State revenues.
8. **Attachments.** This contract consists of 17 pages including the following attachments, which are incorporated herein:
Attachment A - Specifications of Work to be Performed
Attachment B - Payment Provisions
Attachment C - Customary State Contract provisions
Attachment D - Modifications of Customary Provisions
Attachment E - Business Associate Agreement

Attachment F - Customary Contract Provisions of the Agency of Human Services
Appendix I – Letter Agreement

The order of precedence of documents shall be as follows:

- 1). This document
- 2). Attachment D
- 3). Attachment C
- 4). Attachment A
- 5). Attachment B
- 6). Attachment E
- 7). Attachment F
- 8). Other Attachments

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT.

BY THE STATE OF VERMONT:

**BY FLETCHER ALLEN HEALTH CARE,
INC. :**

MARK LARSON, COMMISSIONER DATE
312 HURRICANE LANE
WILLISTON, VT 05495
MARK.LARSON@STATE.VT.US
802-879-5952

JOHN R. BRUMSTED, M.D. PRESIDENT/CEO DATE
PATRICK 101
111 COLCHESTER AVENUE
BURLINGTON, VT 05401
JOHN.BRUMSTED@VTMEDNET.ORG
802-847-1124

**BY THE UNIVERSITY OF VERMONT
AND STATE AGRICULTURAL
COLLEGE:**

RICHARD CATE, V.P. FOR FINANCE, TREASURER DATE
350B WATERMAN BUILDING
BURLINGTON, VT 05401
RICHARD.CATE@UVM.EDU
802-656-0219

ATTACHMENT A SPECIFICATIONS OF WORK TO BE PERFORMED

OVERVIEW:

This contract is designed to support graduate medical education in the State of Vermont. FAHC, UVM, and the UVM Medical Group collectively serve a critical role as the State's only academic medical center, and FAHC is the largest health care provider in the State. FAHC and UVM Medical Group serve individuals enrolled in Vermont Medicaid programs, serve as the safety net for low-income and uninsured Vermonters, and together with UVM, play a key role in training the next generation of Vermont's physicians. The Department of Vermont Health Access (DVHA) has the ability under Medicaid federal law to make supplemental payments to support graduate medical education. The supplemental Graduate Medical Education (GME) payments are to help assure access to quality, essential professional health services for Medicaid beneficiaries through the care provided by teaching physicians and teaching hospitals, and to support FAHC and UVM Medical Group in their continuing role as Vermont's safety net providers for tertiary and related physician services, and for their commitment to teaching.

The State, in partnership with FAHC, UVM Medical Group and UVM, has established enhanced GME funding through two Graduate Medical Education supplemental payments, as described in the Vermont Medicaid State Plan:

- (1) *Payments for Teaching Physicians.* Supplemental payments for professional services performed by Qualified Teaching Physicians ("QTPs") who:
 - a. Are licensed by the State of Vermont, where applicable
 - b. Are enrolled as a State of Vermont Medicaid provider
 - c. Hold salaried appointments on the faculty of UVM
 - d. Are employed by UVM Medical Group at FAHC
- (2) *Payments for Qualified Teaching Hospitals.* Qualified Teaching Hospitals are facilities that:
 - a. Are licensed by the State of Vermont
 - b. Are enrolled as a State of Vermont Medicaid provider
 - c. Have a medical residency program
 - d. Belong to the Council of Teaching Hospitals or show proof of affiliation with any approved medical education program

DVHA AGREEMENTS

1. Under the conditions in this contract, DVHA will make two forms of supplemental payments (see Attachment B) to FAHC throughout the duration of this agreement. DVHA will make payments for teaching physicians and payments for qualified teaching hospitals.

- DVHA shall make payments for teaching physicians only for Qualified Teaching Physicians (QTPs) who:
- a. are licensed by the State of Vermont, where applicable
 - b. are properly enrolled as a State of Vermont Medicaid provider
 - c. hold salaried appointments on the faculty of UVM
 - d. are employed by UVM Medical Group at FAHC

DVHA shall make payments for a Qualified Teaching Hospital if the facility:

- a. is licensed by the State of Vermont
- b. is properly enrolled as a State of Vermont Medicaid provider
- c. has a medical residency program
- d. belongs to the Council of Teaching Hospitals or shows proof of affiliation with any approved medical education program

FAHC AGREEMENTS

2. FAHC agrees to maintain a Qualified Teaching Hospital status and to provide Qualified Teaching Physicians as stated in paragraph 1 above.

3. FAHC agrees that during the term of this agreement it will annually submit to DVHA a GME Annual Report using the Annual Report Template provided by DVHA. The report will document improvement focus area status, quality measure data, quantitative findings, accomplishments, and any difficulties or challenges that arose during the contract period regarding the improvement focus areas referenced above.

4. As required under 42 CFR 431.107, FAHC shall keep such records as are necessary to disclose fully the extent of services provided to Medicaid Members and shall furnish records and information regarding any claim for providing such service to DVHA, the Vermont Attorney General's Medicaid Fraud and Residential Abuse Unit (MFRAU hereafter), and the U.S. Secretary of Health and Human Services (Secretary hereafter). FAHC agrees to keep records to disclose the services it provides for seven years from the date of service. FAHC shall not destroy or dispose of records that are under audit, review or investigation when the seven-year limitation is met. FAHC shall maintain such records until informed in writing by the auditing, reviewing or investigating agency that the audit, review or investigation is complete.

Authorized representatives of DVHA, MFRAU, and the Secretary shall have the right to make physical inspection of FAHC place of business and to examine records relating to financial statements or claims submitted by FAHC under this Agreement and to audit FAHC financial records as provided by 42 CFR 431.107. If FAHC fails to submit copies of records to DVHA or its agent within reasonable specified timeframes, all DVHA payments to FAHC may be suspended until records are submitted.

Pursuant to 32 V.S.A. 163, DVHA and the Vermont State Auditor of Accounts shall have the right to examine FAHC's books, records, documents, accounting procedures, practices, or any other items relevant to this Agreement.

- 5.** FAHC is required to adhere to the following federal regulations or successor federal regulations if superseded, as part of this contract:
- a. A-110 "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organization" (OMB Circular A-110)
 - b. A-122 "Cost Principles for Non-Profit Organizations" (OMB Circular A-122)
 - c. A-133 "Audits of States, Local Governments and Non-Profit Organizations (OMB Circular A-133)
 - d. CFR Chapter I, Chapter II, Part 200, et al (OMB Circular Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Final Rule)

FAHC is responsible for compliance to any and all other applicable federal regulations or guidelines specific to supporting the funding defined in this agreement.

DVHA AND FAHC AGREEMENTS

6. DVHA will review the GME Annual Report within thirty (30) days of receipt, and may request additional information before approving the report. FAHC agrees to provide additional information as requested by DVHA within the timeline provided by DVHA. The SFY 2015 Annual Report will be due to DVHA on March 15, 2015. DVHA will review the report and either accept it or request additional information by April 15, 2015. FAHC will provide the final report by April 30, 2015.

7. The GME Annual Report will be considered accepted upon written approval by DVHA. This approval will end FAHC's obligation to file its GME Annual Report.

8. Because this agreement spans a period of three (3) years, DVHA and FAHC agree that by June 1, 2015, the parties will meet in person to deliberate on schedule of key activities, quality measures and focus areas for SFY 2016 and the 2016 GME Annual Report. Such measures and focus areas must be agreed to in writing by letter by June 22, 2015. The Letter Agreement shall be entitled "Letter Agreement Regarding Schedule, Quality Measures and Focus Areas."

9. Because this agreement spans a period of 3 years, DVHA and FAHC agree that by June 6, 2016, the parties will meet in person to deliberate on schedule of key activities, quality measures and focus areas for SFY 2017 and the 2017 GME Annual Report. Such measures and focus areas must be agreed to in writing by letter by June 27, 2016. The Letter Agreement shall be entitled "Letter Agreement Regarding Schedule, Quality Measures and Focus Areas."

10. The parties agree that the letter agreements noted in paragraphs 8 and 9 will be incorporated by reference into this contract at the point each letter is agreed to by each party.

11. DVHA agrees that if a federal disallowance regarding the payments results due to any issue regarding the legality of a state plan amendment, it shall bear liability for such disallowance. However, in the event a federal disallowance regarding the payments results because of an audit issue, FAHC shall bear the liability for this type of disallowance. Both parties recognize that in the event of a disallowance, prospective payments may be affected.

UVM AGREEMENTS

12. UVM agrees that the state share of monies that underpin the payments in this contract for the term of the agreement are consistent with 42 C.F.R. § 433.51 (b).

13. UVM agrees that with each quarterly submission of state monies related to this agreement, UVM will certify by letter to the Commissioner of DVHA that the monies provided in Attachment B originate from UVM's general fund appropriation and are not federal grant monies.

14. UVM will certify that funds provided to the state for the non-federal share originate from UVM's general fund appropriation. UVM will maintain an accounting trail of the source of these funds. UVM shall make a footnote in its yearly audit that verifies the source of UVM's non-federal share.

CONTACTS

DVHA		
Program		
Name: Kelly Gordon Phone: (802) 879-5905	Title: Project & Operations Director E-mail: Kelly.Gordon@state.vt.us	
Financial		
Name: Carrie Hathaway Phone: (802) 879-2345	Title: Financial Director III E-mail: Carrie.Hathaway@state.vt.us	
UVM		
Name: Richard Cate Phone: 802-656-0219	Title: Vice President for Finance and Treasurer E-mail: Richard.Cate@uvm.edu	
FAHC		
Name: Spencer Knapp Phone: 802-847-6847	Title: Sr. Vice President and General Counsel E-mail: spencer.knapp@vtmednet.org	

ATTACHMENT B PAYMENT PROVISIONS

This attachment sets out the payment responsibility for each of the parties.

DVHA, FAHC, and UVM AGREE:

1. The maximum dollar amount payable under this agreement is not intended as any form of a guaranteed amount. FAHC will be paid for products or services actually performed as specified in Attachment A up to the maximum allowable amount specified in this agreement. The payment schedule for delivered products or services and any additional reimbursements are included in this attachment.
2. GME payments are contingent on the following:
 - a) Continued Federal approval of the funding methodology
 - b) State's review and approval of supporting documentation and payment amounts
 - c) FAHC meeting all qualifications required to be eligible for GME payments
 - d) Timely receipt of the non-federal share of GME payments from UVM to State
 - e) State's review and acceptance of the GME Annual Report provided by FAHC
3. All payments shall be made in accordance with DVHA's interpretation of its approved State Plan (#11-019). GME funds from UVM will be matched with federal funds according to Federal Medical Assistance Percentages (FMAP) rates determined by the Centers for Medicare & Medicaid Services (CMS). Should CMS determine new FMAP rates that apply to any exchange of payments by and among DVHA, UVM, and FAHC, all parties recognize CMS as the determinant of the amount of payments required by UVM to DVHA and by DVHA to FAHC. Annual GME payments will be made based upon DVHA's interpretation of its State Plan Amendment provision providing for Supplemental Graduate Medical Education Payments.
4. In the event UVM ceases to make the payments noted below in paragraph 5, DVHA may cease to make payments under this contract.

UVM AGREES:

5. UVM must submit the non-Federal share of the GME payment to DVHA by the first business day of the last month of each quarter (September, December, March, and June). Deliverable dates and schedule shall be detailed in the Letter Agreement described in Attachment A.

FAHC AGREES:

6. FAHC must supply to the State the claims data that is used to calculate GME supplemental payments for each State Fiscal Year according to the schedule outlined in the Letter Agreement.
7. The combined total GME payments in any fiscal year of this contract cannot:
 - a) Exceed the amount that would be paid for the services furnished under Medicare payment principles in compliance with Upper Payment Level (UPL) regulations in 42 C.F.R. §447.272.

- b) Exceed \$9,886,559 in any State fiscal year for the calculated teaching hospital supplemental payment amount; and exceed \$90,000,000 in total payments over the course of this agreement.

DVHA AGREES:

8. Annual GME payments will be made to FAHC by the last day of each quarter in four (4) equal quarterly payments, provided timely receipt of the non-federal share payments from UVM.

OTHER PROVISIONS:

The State retains the right to discontinue GME Payments at any time.

UVM retains the right to discontinue the non-federal share of the GME Payments at any time if the State discontinues the GME Payments.

The GME Annual Report should be submitted to:

Kelly Gordon	Ashley Berliner
Kelly.Gordon@state.vt.us	Ashley.Berliner@state.vt.us
802-879-5905	802-879-5603

The Medicaid Supplemental Payments Calculations should be submitted to:

Kara Suter
Kara.Suter@state.vt.us
 802-879-5918

SFY15 PAYMENTS:

DVHA and UVM agree to pay the SFY 2015 supplemental payments for Qualified Teaching Physicians and Qualified Teaching Hospitals noted below:

UVM to DVHA		
	Qualified Teaching Physician	Qualified Teaching Hospital
Quarterly Total:	\$ 2,690,328	\$ 573,297
Total:	\$10,761,310	\$ 2,293,190

DVHA to FAHC		
	Qualified Teaching Physician	Qualified Teaching Hospital
Quarterly Total:	\$ 6,182,529	\$ 1,317,471
Total:	\$24,730,117	\$ 5,269,883

SFY16 and SFY17 PAYMENTS:

DVHA shall timely communicate in writing to UVM and FAHC payment amounts by UVM to DVHA and by DVHA to FAHC for SFY 2016 and SFY 2017, consistent with the Agreement, and payments shall be made as specified.

ATTACHMENT C
CUSTOMARY PROVISIONS FOR CONTRACTS AND GRANTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- 12. Set Off:** The State may set off any sums which the Party owes the State against any sums due the Party under this Agreement; provided, however, that any set off of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided hereinafter.

13. Taxes Due to the State:

- a. Party understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.
- b. Party certifies under the pains and penalties of perjury that, as of the date the Agreement is signed, the Party is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.
- c. Party understands that final payment under this Agreement may be withheld if the Commissioner of Taxes determines that the Party is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.
- d. Party also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Party has failed to make an appeal within the time allowed by law,

or an appeal has been taken and finally determined and the Party has no further legal recourse to contest the amounts due.

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

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

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

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

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

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

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

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

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

<http://bgs.vermont.gov/purchasing/debarment>

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

ATTACHMENT F
AGENCY OF HUMAN SERVICES' CUSTOMARY CONTRACT PROVISIONS

1. **Agency of Human Services – Field Services Directors** will share oversight with the department (or field office) that is a party to the contract for provider performance using outcomes, processes, terms and conditions agreed to under this contract.
2. **2-1-1 Data Base:** The Contractor providing a health or human services within Vermont, or near the border that is readily accessible to residents of Vermont, will provide relevant descriptive information regarding its agency, programs and/or contact and will adhere to the "Inclusion/Exclusion" policy of Vermont's United Way/Vermont 211. If included, the Contractor will provide accurate and up to date information to their data base as needed. The "Inclusion/Exclusion" policy can be found at www.vermont211.org
3. **Medicaid Program Contractors:**

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

Evaluate through inspection or other means the quality, appropriateness, and timeliness of services performed; and Inspect and audit any financial records of such Contractor or subcontractor.

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

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

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

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

4. **Non-discrimination Based on National Origin as evidenced by Limited English Proficiency.** The Contractor agrees to comply with the non-discrimination requirements of Title VI of the Civil Rights Act of 1964, 42 USC Section 2000d, et seq., and with the federal guidelines promulgated pursuant to Executive Order 13166 of 2000, which require that contractors and subcontractors receiving federal funds must assure

that persons with limited English proficiency can meaningfully access services. To the extent the Contractor provides assistance to individuals with limited English proficiency through the use of oral or written translation or interpretive services in compliance with this requirement, such individuals cannot be required to pay for such services.

5. **Voter Registration.** When designated by the Secretary of State, the Contractor agrees to become a voter registration agency as defined by 17 V.S.A. §2103 (41), and to comply with the requirements of state and federal law pertaining to such agencies.
6. **Drug Free Workplace Act.** The Contractor will assure a drug-free workplace in accordance with 45 CFR Part 76.
7. **Privacy and Security Standards.**

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

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

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

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

8. **Abuse Registry.** The Contractor agrees not to employ any individual, use any volunteer, or otherwise provide reimbursement to any individual in the performance of services connected with this agreement, who provides care, custody, treatment, transportation, or supervision to children or vulnerable adults if there is a substantiation of abuse or neglect or exploitation against that individual. The Contractor will check the Adult Abuse Registry in the Department of Disabilities, Aging and Independent Living. Unless the Contractor holds a valid child care license or registration from the Division of Child Development, Department for Children and Families, the Contractor shall also check the Central Child Protection Registry. (See 33 V.S.A. §4919(a)(3) & 33 V.S.A. §6911(c)(3)).
9. **Reporting of Abuse, Neglect, or Exploitation.** Consistent with provisions of 33 V.S.A. §4913(a) and §6903, any agent or employee of a Contractor who, in the performance of services connected with this agreement, has contact with clients or is a caregiver and who has reasonable cause to believe that a child or vulnerable adult has been abused or neglected as defined in Chapter 49 or abused, neglected, or exploited as defined in Chapter 69 of Title 33 V.S.A. shall make a report involving children to the Commissioner of the Department for Children and Families within 24 hours or a report involving vulnerable adults to the Division of Licensing and Protection at the Department of Disabilities, Aging, and Independent Living within 48 hours. This requirement applies

except in those instances where particular roles and functions are exempt from reporting under state and federal law. Reports involving children shall contain the information required by 33 V.S.A. §4914. Reports involving vulnerable adults shall contain the information required by 33 V.S.A. §6904. The Contractor will ensure that its agents or employees receive training on the reporting of abuse or neglect to children and abuse, neglect or exploitation of vulnerable adults.

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

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

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

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

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

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

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

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

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

13. **Lobbying.** No federal funds under this agreement may be used to influence or attempt to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, continuation, renewal, amendments other than federal appropriated funds.
14. **Non-discrimination.** The Contractor will prohibit discrimination on the basis of age under the Age Discrimination Act of 1975, on the basis of handicap under section 504 of the Rehabilitation Act of 1973, on the basis of sex under Title IX of the Education Amendments of 1972, or on the basis of race, color or national origin under Title VI of the Civil Rights Act of 1964. No person shall on the grounds of sex (including, in the case of a woman, on the grounds that the woman is pregnant) or on the grounds of religion, be excluded from participation in, be denied the benefits of, or be subjected to discrimination, to include sexual harassment, under any program or activity supported by state and/or federal funds.

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

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

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

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

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

Appendix I

Letter Agreement Regarding Schedule, Quality Measures and Focus Areas

State Fiscal Year 1X

Parties: Department of Vermont Health Access (DVHA), Fletcher Allen Health Care, Inc. (FAHC), and the University of Vermont and State Agricultural College (UVM)

Schedule of Key Activities:

Activity	Date

Quality Measures for GME Annual Report:

- 1.
- 2.
- 3.
- 4.

Focus Areas for GME Annual Report:

Contacts:

The GME Annual Report should be submitted to:

Kelly Gordon
Kelly.Gordon@state.vt.us
802-879-5905

Ashley Berliner
Ashley.Berliner@state.vt.us
802-879-5603

The Medicaid Supplemental Payments Calculations should be submitted to:

Kara Suter
Kara.Suter@state.vt.us
802-879-5918