

AMENDMENT

It is agreed by and between the State of Vermont, Department of Vermont Health Access (hereafter called the "State") and University of Vermont (hereafter called the "Grantee") that the grant on the subject of evaluation of the provider practice components of the Vermont Blueprint for Health project, effective July, 1, 2012 is hereby amended effective May 20, 2014 as follows:

1. **By deleting Section 3 (Maximum Amount) on page 1 of 13 of Amendment 1, and substituting in lieu thereof the following Section 3:**

3. **Maximum Amount:** In consideration of services to be performed by the Grantee, the State agrees to pay the Grantee, per payment provisions specified in Attachment B, a sum not to exceed \$1,696,468.75.

2. **By deleting Section 5 (Source of Funds) on page 1 of 13 of the Amendment 1, and substituting in lieu thereof the following Section 5:**

3. **Source of Funds:** State: \$0 Special: \$0 Other GC: \$1,696,468.75

3. **By deleting Section 8 (Contact Person) on page 1 of 13 of the Amendment 1, and substituting in lieu thereof the following Section 8:**

For the State

Natalie Elvidge

802-878-7956

Natalie.Elvidge@state.vt.us

For Grantee

Sara Barry

802-847-9643

Sara.Barry@uvm.edu

4. **By deleting on pages 1 of 13 of Amendment 1, Attachment A (Scope of Work to Be Performed) and substituting in lieu thereof, the following Attachment A:**

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

GENERAL PURPOSE STATEMENT

The Grantee's scope of work to be performed for the State's Blueprint for Health during the grant period:

The Grantee will continue to conduct a rigorous and timely evaluation of the provider practice components of the State's Vermont Blueprint for Health (the Blueprint). Formative evaluation techniques will be used to assess activities currently underway to assist State staff and its contractors to make changes and enhancements to existing and planned Blueprint activities.

The Grantee's evaluation will measure the impact of the Blueprint on the quality of primary care in Vermont. The Grantee will assess the delivery of healthcare at participating practices, provider practice

perceptions of evolving systems and resources, and patient experiences of care. The Grantee will study Community Health Teams (CHTs), Expansion Quality Improvement Program (EQIP) Facilitators, and evaluate their influence on the culture of primary care. The Grantee will report practice, health service area, and state evaluation progress and outcomes as outlined below.

The Grantee will coordinate all evaluation activities with the State and its applicable subcontractors, soliciting feedback on data collection instruments and reports as appropriate. In addition, the Grantee's faculty and staff will support pertinent Blueprint project and evaluation planning.

SPECIFICATION OF WORK TO BE PERFORMED

Activities

Medical home evaluation using National Committee for Quality Assurance's (NCQA) Patient Centered Medical Home (PCMH): The Grantee will assess the systems practices use to organize, coordinate, and track patient care over time.

The Grantee will use the NCQA 2011 PCMH survey tool to measure and report patients' access to care, practices' tracking and registry functions, planning and care management, self-management support, performance monitoring and quality improvement activities and the NCQA 2013 PCSP survey tool to measure and report the extent to which regional specialist treatment centers responsible for coordinating the care of individuals with complex addictions and co-occurring substance abuse and mental health conditions (i.e., hubs) and/or obstetrics/gynecology practices track and coordinate referrals, provide access and communication, identify and coordinate patient populations, plan and manage care, track and coordinate care, and measure and improve performance. Additional Add-on surveys may be conducted using NCQA's PCMH and Physician Practice Connections – Patient Centered Medical Home (PPC®-PCMH™) survey tool. The State will provide practice site names to the Grantee at least four months prior to the scoring due date. The Grantee can score no more than seven sites in any given month¹ and no more than 12 sites in any given two month period without written agreement from the Grantee. The total number of sites to be scored during each fiscal year is not to exceed 60.

Practices applying for NCQA PCMH recognition or the organizations to which they belong will be responsible for gathering and submitting application materials, the application and survey tool fees, and for multi-site determination and corresponding paperwork if applicable. It is also expected that practices will share appropriate documentation with the Grantee to facilitate survey completion and submission at least one month prior to scoring deadline.

The Grantee will share experiences, provide education, and coordinate efforts with Blueprint Project Managers and Practice Facilitators to maximize opportunities for shared learning and the evolution of Vermont's Learning Health System. The Grantee will provide technical assistance to Practice Facilitators interpreting NCQA feedback and developing expertise in PCMH Standards. The Grantee will be responsive to Facilitator questions; providing weekly consultation through phone, email, and if applicable, a web-based communication and information-sharing tool (i.e., Basecamp) and attending facilitator meetings quarterly as needed. The Grantee will also develop a short series (approximately three) of recorded instructional sessions on NCQA scoring preparation to share with primary care practices.

¹ Two add-on surveys can be substituted for each full survey

Patient experience using Certified Vendor of the Consumer Assessment of Health Care Providers and Systems (CAHPS®) Patient Centered Medical Home (PCMH): the Grantee will gather patient and families' perceptions of their access to care, the comprehensiveness of care, communication and shared decision making with providers, self-management support, and office staff helpfulness and respect to evaluate patient experience of care at medical homes.

The Grantee will maintain its status as a CAHPS® PCMH vendor, a survey that provides consumers, purchasers and practices with information about a broad range of key consumer issues such as overall satisfaction, average wait times, physician availability, obstacles to receiving care, and parents' impressions of their children's care. Vendor certification will involve demonstrating its capabilities, experience, and expert personnel to accurately administer the survey and participating in required vendor trainings along with paying required training and certification fees.

The Grantee will work with the State's Blueprint leadership team, Blueprint Project Managers and Practice Facilitators in all of Vermont's Health Service Areas (HSAs) to recruit adult, family, and pediatric primary care practices interested in assessing their patients' experiences with care. Grantee will work with up to 70 practices to gather appropriate practice and patient information (e.g., to determine eligibility for adult and child surveys, set correct parameters for patient lists, etc.) and will survey patients from these practices using the CAHPS PCMH 12-month survey protocol. Data will be gathered using CAHPS' mail and internet survey methods. Practices or the organizations to which they belong will be responsible for sharing appropriate patients lists and practice information with the Grantee and for completing the required NCQA application. Data will be collected in spring of 2013.

The Grantee will meet with other groups conducting CAHPS surveys in Vermont to determine feasibility of sharing and merging datasets. Results from these meetings will be shared with the Blueprint.

The Grantee will manage, analyze, and submit data to NCQA's National CAHPS®PCMH database on behalf of practices. The Grantee will pay required per-practice, per-sample submission fees and submit data collected during 2013 to NCQA during its second 2013 submission period (September, 2013). The Grantee will submit a report on results to the State and will produce practice-specific reports comparing individual practices to their peers.

The Grantee will use a multi-method approach to study and describe the network of organizations that has emerged in each Blueprint HSA to support population and individual health, focusing on modes of collaboration and relationships between organizations. Data collection methods will include review of existing documentation, observation at Integrated Health Service Workgroup and/or functional CHT meetings, and a survey of health, social, and economic service providers/organizations identified as working with or extending, CHT services.

The Grantee will submit a report describing the relationships between these organizations to the State. The State anticipates this work will be ongoing and the impact of the Blueprint on the connection and collaboration between community organizations across Vermont will be followed over time.

Facilitator encounter tracking: the Grantee will host a database of facilitator practice encounters, update data entry forms as needed (e.g., add new answer options resulting from commonly used terms in "other" categories or new practices that have joined the program), provide the State with raw data monthly, if desired, and will summarize data twice during the fiscal year. Reports will track data over time. Facilitators will be responsible for entering information about encounters with practices.

Secondary analysis: the Grantee's faculty and staff will work with the State to develop a model to analyze the impact of the Blueprint on provider practices across the state. This will include analysis and reporting

plans for the medical home (NCQA PPC-PCMH/PCMH), patient experience (CAHPS PCMH), facilitator encounter, and community network/qualitative data described above. The Grantee will share datasets with the State as requested.

Performance Standards (Deliverables)

Method/Activity	Type of deliverable	Description of deliverable	Date Due
Analysis of existing data	Outcome report	Health process and outcome statewide report (i.e., chart review data): longitudinal look at delivery of evidence-based care and health outcomes for patients with diabetes, hypertension, and asthma at a subset of the State's Blueprint practices including data collected for the calendar year 2011	9/30/12
	Memo explaining data/reports shared	Confirmation that health process and outcome practice reports (i.e., chart review data) have been shared with applicable practices (these are a longitudinal look at delivery of evidence-based care and health outcomes for patients with diabetes, hypertension, and asthma at a subset of Blueprint practices; individualized reports comparing practice outcomes to data collected at other practices in the local HSA and across the state).	10/30/12
Medical home evaluation (NCQA PCMH scoring)	Outcome report (spreadsheet)	Report on NCQA scores: Scoring spreadsheet with information on newly scored practices, final score determinations from NCQA and snapshot of statewide results	The last day of each month
NCQA PCMH Education	Outcome report (audio files)	Series of 3 audio recorded presentations on NCQA scoring process to be made available to practices	9/30/12
CAHPS PCMH survey	Outcome report	CAHPS PCMH statewide report: report on aggregated data	10/31/12
CAHPS PCMH survey	Memo explaining data/reports shared	Confirmation that CAHP PCMH practice reports have been shared with applicable practices (these are individualized practice reports with practice data, HSA data, and statewide data)	11/30/12, 10/31/13
CAHPS PCMH survey	Outcome report	CAHPS PCMH statewide report: report on aggregated data with comparisons to data collected in calendar year 2012	8/31/13
Facilitator Encounter Tracking	Outcome report (spreadsheet)	Raw data spreadsheet shared with DVHA	15 th of each month

Facilitator Encounter Tracking	Outcome report	Semiannual report on facilitator encounters with practices	12/31/12, 6/30/13, 12/31/13, 6/30/14
Community Networks	Progress report	Report on progress of community networks study and brief summary of preliminary emerging themes	12/31/12
Community Networks	Outcome report	Initial community network statewide report: report on aggregated data gathered through survey, document review, observation, and interview	9/30/13
New Qualitative Study	Progress report	Work plan (including recruitment strategy, data collection tools & timeline)	12/31/13
New Qualitative Study	Outcome report	Summary of findings from the new qualitative study	6/30/14
Modeling/Analysis and report planning	Meeting minutes	Meeting minutes from meetings with Blueprint on development of a Blueprint impact model	9/30/12, 12/31/12,
Modeling/Analysis and report planning	Outcome report	Figures and description of relationship between primary care practice NCQA PPC-PCMH/PCMH scores and CAHPS PCMH patient experience composite measure scores	2/15/13
Quarterly Project Reports		Brief description of project's activity status	10/30/12, 1/30/13, 4/30/13, 10/30/13, 1/31/14, 4/30/14
Quarterly Financial Reports		Brief description of project's financial status	12/1/12, 3/1/13, 6/1/13, 12/1/13, 3/1/14, 6/1/14
Final Project Report		Brief description of project's activity status	08/15/13, 8/15/14
Final Financial Report		Brief description of project's financial status	08/15/13, 8/15/14

5. By replacing paragraph two of Attachment B (Payment Provisions) on page 6 of 13 of Amendment 1, and substituting in lieu thereof, the following paragraph two:

The Grantee will invoice the State on a quarterly basis, for the previous quarter's actual and approved expenditures using the State's DVHA Financial Report Form (Attachment H). Quarterly invoicing in arrears will continue through the life of the grant. The maximum payable amount under this grant shall not exceed **\$1,696,468.75**.

6. By deleting the budget chart on page 6 of 13 of Amendment 1, Attachment B (Payment Provisions) and substituting in lieu thereof, the following budget chart:

Approved Budget: FY14
 Department of Vermont Health Access
 Budget

Grant Number - 03410-6105-13

Grantee Name: VCHIP		
Grantee's/Contractor's Contact Person: Grantee's/Contractor's Email Address:	Sara Barry sara.barry@uvm.edu	
	GRANT BUDGET	FOCUS AREA
PERSONNEL		Evaluation
Salaries and Benefits		
Judy Shaw-Principal Investigator	\$8,094.00	
Sara Barry-Evaluation Advisor	\$6,823.00	
Juli Krulewitz-Lead Evaluator	\$89,654.00	
TBN Wages CAHPS survey scanning & support	\$0	
Kara Bisonette – Project Coordinator (4 mo @ 100%)	\$17,475.00	
Nick Adams – Research Specialist	\$48,417.00	
Patterson, Dana, McLaughlin, Andrews - NCQA Surveyors (3.68 FTE)	\$253,645.00	
Maurine Gilbert Qualitative Interviewer (0.75 FTE)	\$55,866.00	
Sub Grantee/Sub Contractors		
Total Personnel	\$479,974.00	
OPERATING		Evaluation
Travel	\$27,538.00	
Telephone	\$2,967.00	
Supplies/Materials	\$8,574.00	
Participant Stipends	\$ -	
NCQA vender certification & data processing fees	\$22,525.00	
Printing/Postage	\$275.00	
Total Operating	\$61,879.00	
INDIRECT COSTS/ADMIN		
Facilities & Administration	33.50%	
Total Administration	\$181,520.75	
FY 14 TOTAL GRANT/CONTRACT BUDGET	\$723,373.75	

7. By adding in its entirety the following Attachment D (Modifications of Insurance) beginning on page 9 of 16.
8. By deleting on pages 15 of 26 of the base agreement, Attachment E (Business Associate Agreement) and substituting in lieu thereof, the following Attachment E beginning on page 10.
9. By adding in its entirety the following Attachment H (Financial Reporting Form) beginning on page 16 of 16.

This amendment consists of 16 pages. Except as modified by this amendment and any previous amendments, all provisions of this grant, (#03410-6105-13) dated July 1, 2012 shall remain unchanged and in full force and effect.

STATE OF VERMONT
DEPARTMENT OF VERMONT HEALTH ACCESS

GRANTEE
UNIVERSITY OF VERMONT

E-SIGNED by Mark Larson
on 2014-05-22 19:55:10 GMT

May 22, 2014

MARK LARSON, COMMISSIONER
AHS/DVHA
312 HURRICANE LANE
WILLISTON, VT 05495
MARK.LARSON@STATE.VT.US
802-879-5953

E-SIGNED by Jennifer Gagnon
on 2014-05-22 17:49:27 GMT

May 22, 2014

JENNIFER GAGNON, INTERIM ASSOCIATE VICE PRESIDENT
FOR RESEARCH ADMINISTRATION
JENNIFER.GAGNON@UVM.EDU

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

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

N/A

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

N/A

3. Requirements of Sections in Attachment E are hereby modified:

Under Attachment E, Section 2: **Identification and Disclosure of Privacy and Security Contacts**, delete the following language

- 1. 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.

And replace with the following language:

- 2. Identification and Disclosure of Privacy and Security Contacts.** Within ten days of the execution of this agreement, Business Associate shall provide, to the Covered Entity's contract/grant manager, written notice of the names and contact information of those individuals to be contacted for any purposes related to privacy or security. This information must be updated any time it changes

4. Reasons for Modifications:

UVM is not a covered entity under HIPAA and because does not have a "HIPAA Privacy Officer" or "HIPAA Security Officer"

Approval:

Assistant Attorney General: _____

E-SIGNED by Seth Steinzor
on 2014-05-12 18:18:50 GMT

Date: _____

May 12, 2014

ATTACHMENT E

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“Agreement”) is entered into by and between **the State of Vermont Agency of Human Services operating by and through its Office of Vermont Health Access** (“Covered Entity”) and University of Vermont (“Business Associate”) as of **July 1, 2012** (“Effective Date”). This Agreement supplements and is made a part of the Contract to which it is an attachment.

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

The parties agree as follows:

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

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

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

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

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

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

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

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

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

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

3. Permitted and Required Uses/Disclosures of PHI.

3.1 Except as limited in this Agreement, Business Associate may use or disclose PHI to perform Services, as specified in the underlying grant or contract with Covered Entity. The uses and disclosures of Business Associate are limited to the minimum necessary, to complete the tasks or to provide the services associated with the terms of the underlying agreement. Business Associate shall not use or disclose PHI in any manner that would constitute a violation of the Privacy Rule if used or disclosed by Covered Entity in that manner. Business Associate may not use or disclose PHI other than as permitted or required by this Agreement or as Required by Law.

3.2 Business Associate may make PHI available to its employees who need access to perform Services provided that Business Associate makes such employees aware of the use and disclosure restrictions in this Agreement and binds them to comply with such restrictions. Business Associate may only disclose PHI for the purposes authorized by this Agreement: (a) to its agents and Subcontractors in accordance with Sections 9 and 17 or, (b) as otherwise permitted by Section 3.

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

4. Business Activities. Business Associate may use PHI received in its capacity as a Business Associate to Covered Entity if necessary for Business Associate’s proper management and administration or to carry out its legal responsibilities. Business Associate may disclose PHI received in its capacity as Business Associate to Covered Entity for Business Associate’s proper management and administration or to carry out its legal responsibilities if a disclosure is Required by Law or if Business Associate obtains reasonable written assurances via a written agreement from the person to whom the information is to be disclosed that the PHI shall remain confidential and be used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the Agreement requires the person or entity to notify Business Associate, within two (2) business days (who in turn will notify Covered Entity within two (2) business days after receiving notice of a Breach as specified in Section 6.1), in writing of any Breach of Unsecured PHI of which it is aware. Uses and disclosures of PHI for the purposes identified in Section 3 must be of the minimum amount of PHI necessary to accomplish such purposes.

5. Safeguards. Business Associate, its Agent(s) and Subcontractor(s) shall implement and use appropriate safeguards to prevent the use or disclosure of PHI other than as provided for by this Agreement.

With respect to any PHI that is maintained in or transmitted by electronic media, Business Associate or its Subcontractor(s) shall comply with 45 CFR sections 164.308 (administrative safeguards), 164.310 (physical safeguards), 164.312 (technical safeguards) and 164.316 (policies and procedures and documentation requirements). Business Associate or its Agent(s) and Subcontractor(s) shall identify in writing upon request from Covered Entity all of the safeguards that it uses to prevent impermissible uses or disclosures of PHI.

6. **Documenting and Reporting Breaches.**

6.1 Business Associate shall report to Covered Entity any Breach of Unsecured PHI, including Breaches reported to it by a Subcontractor, as soon as it (or any of its employees or agents) becomes aware of any such Breach, and in no case later than two (2) business days after it (or any of its employees or agents) becomes aware of the Breach, except when a law enforcement official determines that a notification would impede a criminal investigation or cause damage to national security.

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

6.3 When Business Associate determines that an impermissible acquisition, use or disclosure of PHI by a member of its workforce is not a Breach, as that term is defined in 45 CFR § 164.402, and therefore does not necessitate notice to the impacted individual(s), it shall document its assessment of risk, conducted as set forth in 45 CFR § 402(2). When requested by Covered Entity, Business Associate shall make its risk assessments available to Covered Entity. It shall also provide Covered Entity with 1) the name of the person(s) making the assessment, 2) a brief summary of the facts, and 3) a brief statement of the reasons supporting the determination of low probability that the PHI had been compromised. When a breach is the responsibility of a member of its Subcontractor's workforce, Business Associate shall either 1) conduct its own risk assessment and draft a summary of the event and assessment or 2) require its Subcontractor to conduct the assessment and draft a summary of the event. In either case, Business Associate shall make these assessments and reports available to Covered Entity.

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

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

8. Providing Notice of Breaches.

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

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

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

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

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

9. Agreements with Subcontractors. Business Associate shall enter into a Business Associate Agreement with any Subcontractor to whom it provides PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity in which the Subcontractor agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such PHI. Business Associate must enter into this Business Associate Agreement before any use by or disclosure of PHI to such agent. The written agreement must identify Covered Entity as a direct and intended third party beneficiary with the right to enforce any breach of the agreement concerning the use or disclosure of PHI. Business Associate shall provide a copy of the Business Associate Agreement it enters into with a subcontractor to Covered Entity upon request. Business associate may not make any disclosure of PHI to any Subcontractor without prior written consent of Covered Entity.

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

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

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

13. Books and Records. Subject to the attorney-client and other applicable legal privileges, Business Associate shall make its internal practices, books, and records (including policies and procedures and PHI) relating to the use and disclosure of PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity available to the Secretary in the time and manner designated by the Secretary. Business Associate shall make the same information available to Covered Entity, upon Covered Entity's request, in the time and manner reasonably designated by Covered Entity so that Covered Entity may determine whether Business Associate is in compliance with this Agreement.

14. Termination.

14.1 This Agreement commences on the Effective Date and shall remain in effect until terminated by Covered Entity or until all of the PHI provided by Covered Entity to Business Associate or created or received by Business Associate on behalf of Covered Entity is destroyed or returned to Covered Entity subject to Section 18.7.

14.2 If Business Associate breaches any material term of this Agreement, Covered Entity may either: (a) provide an opportunity for Business Associate to cure the breach and Covered Entity may terminate the contract or grant without liability or penalty if Business Associate does not cure the breach within the time specified by Covered Entity; or (b) immediately terminate the contract or grant without liability or penalty if Covered Entity believes that cure is not reasonably possible; or (c) if neither termination nor cure are feasible, Covered Entity shall report the breach to the Secretary. Covered Entity has the right to seek to cure any breach by Business Associate and this right, regardless of whether Covered Entity cures such breach, does not lessen any right or remedy available to Covered Entity at law, in equity, or under the contract or grant, nor does it lessen Business Associate's responsibility for such breach or its duty to cure such breach.

15. Return/Destruction of PHI.

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

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

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

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

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

17.2 Business Associate shall ensure that any Agent and Subcontractor to whom it provides Electronic PHI agrees in a written agreement to implement and use administrative, physical, and technical safeguards that reasonably and appropriately protect the Confidentiality, Integrity and Availability of the Electronic PHI. Business Associate must enter into this written agreement before any use or disclosure of Electronic PHI by such Agent or Subcontractor. The written agreement must identify Covered Entity as a direct and intended third party beneficiary with the right to enforce any breach of the agreement concerning the use or disclosure of Electronic PHI. Business Associate shall provide a copy of the written agreement to Covered Entity upon request. Business Associate may not make any disclosure of Electronic PHI to any Agent or Subcontractor without the prior written consent of Covered Entity.

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

Business Associate shall provide this written report as soon as it becomes aware of any such Security Incident, and in no case later than two (2) business days after it becomes aware of the incident. Business Associate shall provide Covered Entity with the information necessary for Covered Entity to investigate any such Security Incident.

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

18. Miscellaneous.

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

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

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

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

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

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

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

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

Department of Vermont Health Access
Financial Report Form

(Report Date)

Subrecipient Name:	VCHP															Grant/Contract Number:	03410-6105-13
Grantee's/Contractor's Contact Person:	Sara Barry															Reporting Period:	July 1, 2013-June 30, 2014
Grantee's/Contractor's Email Address:	Sara.Barry@uvm.edu																
	TOTAL GRANT BUDGET	July	August	September	October	November	December	January	March	April	May	June	July	TOTAL EXPENDITURES TO DATE	BALANCE		
Personnel (Salaries and Benefits)	\$ 479,974.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 479,974.00	
Judy Shaw- Principle investigator	\$ 8,094.00													\$ -	\$ 8,094.00		
Sara Barry - Evaluation Advisor	\$ 6,823.00													\$ -	\$ 6,823.00		
Juli Krulowitz- Lead Evaluator	\$ 89,654.00													\$ -	\$ 89,654.00		
Jan Bunn- Statistician	\$ -													\$ -	\$ -		
Mike DeSarno- Data Analysis	\$ -													\$ -	\$ -		
TBN Wages - CAHPS survey scanning	\$ -													\$ -	\$ -		
Kara Bissonette- Project Coordinator	\$ 17,475.00													\$ -	\$ 17,475.00		
Nick Adams- Research Specialist	\$ 48,417.00													\$ -	\$ 48,417.00		
NCOA Surveyor	\$ 253,645.00													\$ -	\$ 253,645.00		
TBN Qualitative Interviewer	\$ 55,866.00													\$ -	\$ 55,866.00		
TBN Health Services Research Faculty	\$ -													\$ -	\$ -		
Operating	\$ 61,879.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 61,879.00		
travel	\$27,538.00													\$ -	\$ 27,538.00		
telephone	\$2,967.00													\$ -	\$ 2,967.00		
supplies/materials	\$8,574.00													\$ -	\$ 8,574.00		
participant stipends	\$22,526.00													\$ -	\$ 22,526.00		
NCOA vendor certification & data processing fees	\$275.00													\$ -	\$ 275.00		
printing/postage	\$ -													\$ -	\$ -		
consultant- April Henderson (transcription)	\$ -													\$ -	\$ -		
Indirect Costs/Admin (33.6%)	\$ 181,520.75	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 181,520.75		
Facilities and Administration	\$ 181,520.75													\$ -	\$ 181,520.75		
TOTAL GRANT AMOUNT	\$ 723,373.75	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 723,373.75		
SIGNATURE OF AUTHORIZING OFFICIAL:																	
State Only:																	
Blueprint Contracts and Grants	\$ 723,373.75	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 723,373.75		

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

STATE OF VERMONT
GRANT AMENDMENT
UNIVERSITY OF VERMONT

ATTACHMENT H
FINANCIAL REPORTING FORM

PAGE 16 OF 16
GRANT #: 03410-6105-13
AMENDMENT # 2