



**Part 2 – Grant Agreement**

1. **Parties:** This is an agreement for services between the State of Vermont, Department of Vermont Health Access (hereafter called “State”), and Vermont Information Technology Leaders, Inc. with a principal place of business at 1 Mill St., Suite 249, Burlington VT 05401 (hereafter called “Subrecipient”). It is the Subrecipient’s responsibility to contact the Vermont Department of Taxes to determine if, by law, the Subrecipient is required to have a Vermont Department of Taxes Business Account Number.
2. **Subject Matter:** The subject matter of this Grant Agreement is operation and management of the Vermont Health Information Exchange (VHIE) network and related products and services. Detailed services to be provided by the Subrecipient are described in Attachment A.
3. **Award Details:** Amounts, dates and other award details are as shown in the attached *Grant Agreement Part 1-Grant Award Detail*. A detailed scope of work covered by this award is described in Attachment A.
4. **Maximum Amount:** In consideration of services to be performed by the Subrecipient, the State agrees to pay the Subrecipient, per payment provisions specified in Attachment B, a sum not to exceed \$4,900,000.
5. **Grant Term:** The effective date of this Grant Agreement shall be July 1, 2016 and end on June 30, 2017. Work performed between July 1, 2016 (retroactive date) and the start of this agreement that is in conformity with Attachment A may be billed under this agreement. The Subrecipient agrees that in exchange for the consideration of the option to bill for services performed, all terms and conditions described in this agreement shall apply to any and all services performed for or on behalf of the State. The Subrecipient agrees that by submitting invoices, bills, or otherwise seeking compensation for services performed prior to the finalization of this agreement or signing of this agreement, Subrecipient is agreeing to the application of all terms of this grant to that period and to that work. Subrecipient further agrees to defend, indemnify, and hold the State harmless for any claim, dispute, non-contractual cost or charge, or any liability whatsoever, whether in law, equity, or otherwise, which arises from or is connected to the work performed prior to the execution of this agreement. Subrecipient further agrees that these terms apply regardless of whether the work is accepted by the State, and regardless of whether payment is issued by the State to the Subrecipient for the work in question. Upon mutual agreement, this grant may be extended by one year. The State and Subrecipient will make the decision to extend by March 31, 2017.
6. **Source of Funds:** Global Commitment      \$ 4,900,000
7. **Amendment:** No changes, modifications, or amendments in the terms and conditions of this procurement grant shall be effective unless reduced to writing, numbered, and signed by the duly authorized representative of the State and Subrecipient.
8. **Cancellation:** This procurement grant agreement may be suspended or cancelled by either party by giving the other party written notice at least 30 days in advance. Notwithstanding this provision, if a governmental agency with due authority determines that a program or facility operated by the Subrecipient, wherein services authorized under this procurement grant are provided, is not in compliance with State and Federal law, the State may terminate this procurement grant immediately and notify the Subrecipient accordingly. Also, in the event that federal funds supporting this procurement grant become unavailable or are reduced, the State may cancel this procurement grant with no obligation to pay the Subrecipient from State revenues.
9. **Contact Persons for this Award:**

	<u>State Fiscal Manager</u>	<u>State Program Manager</u>	<u>For the Subrecipient</u>
Name:	Meaghan Kelley	Richard Terricciano	John Evans
Phone #:	802-241-0393	802-585-0862	802-861-1935
E-mail:	meaghan.kelley@vermont.gov	Richard.Terricciano@vermont.gov	Jevans@vitl.net

**NOTICES TO THE PARTIES UNDER THIS AGREEMENT**

To the extent notices are made under this agreement, the parties agree that such notices shall only be effective if sent to the following persons as representative of the parties:

	STATE REPRESENTATIVE	SUBRECIPIENT
Name	Office of General Counsel	John Evans
Address	NOB 1 South, 280 State Drive Waterbury, VT 05671	1 Mill Street, Suite 249 Burlington, VT 05401
Email	<u>Howard.Pallotta@vermont.gov</u>	<u>JEvans@vitl.net</u>

The parties agree that notices may be sent by electronic mail except for the following notices which must be sent by United States Postal Service certified mail: termination of contract, contract actions, damage claims, breach notifications, alteration of this paragraph.

**Department of Vermont Health Access (DVHA) MONITORING OF CONTRACT**

The parties agree that the State Program Manager is primarily responsible for the review of invoices presented by the Subrecipient.

**10. Fiscal Year:** Subrecipient’s fiscal year starts on July 1 and ends on June 30.

**11. Subcontractor Requirements:** Per Attachment C, Section 19, if the Subrecipient chooses to subcontract work under this agreement, the Subrecipient must first fill out and submit the Subcontractor Compliance Form (Appendix I – Required Forms) in order to seek approval from the State prior to signing an agreement with a third party. Upon receipt of the completed Subcontractor Compliance Form, the State shall review and respond within five (5) business days with approval or if additional information is needed. Approval of a subcontract may be contingent upon the State’s review of the proposed subcontract agreement. The Subrecipient shall be fully responsible for any work completed by its contractors and consultants. All work performed by subcontractors and consultants is subject to all conditions and requirements included in this Agreement. For vendors that have been previously approved as a subcontractor by the State, and that have been procured utilizing a competitive RFP process where applicable, the State shall expedite re-approval of the Subrecipient extending its previously approved services with these known vendors. The Subrecipient shall notify the State utilizing the Subcontractor Compliance Form upon renewal of any subcontract.

Under no circumstance may the Subrecipient enter into a sub-agreement without prior authorization from the State. The Subrecipient shall submit the Subcontractor Compliance Form to:

Meaghan Kelley, Grant Manager: Meaghan.Kelley@vermont.gov

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

For subcontractor agreements that span beyond this grant year, the Subrecipient shall submit the Subcontractor Compliance Form for the State's review and approval no later than June 1, 2017 to secure approval prior to July 1, 2017.

Subrecipient will engage in four types of subcontracting relationships:

- a. Vendors that are preapproved, having previously engaged in an RFP or other selection process to identify this list. These vendor approvals shall be valid for 3 years for the Subrecipient. These preapproved vendors will not be required to complete the Subcontractor Compliance Form more than once per fiscal year for this agreement.
- b. Vendors that provide Commercial Off the Shelf (COTS) solutions. These vendors shall be identified as such in any requests.
- c. Vendors with whom the Subrecipient has ongoing contractual relationships that span multiple agreements or multiple funding periods. The Subrecipient shall provide a list of these vendors within 30 days after signature of this Agreement to ensure timely approval. This list shall be accompanied by the Subcontractor Compliance Form.
- d. Any other types of vendor with which the Subrecipient conducts business which are not covered in sections a, b, & c above.

**12. Attachments:** This Agreement consists of 48 pages including the following attachments which are incorporated herein:

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

Order of precedence of these documents shall be as follows:

1. Attachment D – Modifications of Insurance
2. Attachment C – Customary State Contract and Grant Provisions
3. Attachment A – Specifications of Work to be Performed
4. Attachment B – Payment Provisions
5. Attachment E – Business Associate Agreement
6. Attachment F – AHS Customary Grant Provisions
7. Other Agreement Attachments (if any)

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

**BY THE STATE OF VERMONT:**

**BY THE CONTRACTOR:**

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STEVEN COSTANTINO, COMMISSIONER  
AHS/DVHA  
NOB 1 South, 280 State Dr.  
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**ATTACHMENT A**  
**SCOPE OF WORK TO BE PERFORMED**

**1. Background**

Pursuant to 18 V.S.A. § 9352, the State is awarding this grant agreement to the Subrecipient in order for the Subrecipient to operate the Vermont Health Information Exchange (VHIE) network, the exclusive statewide health information exchange network for this State. This grant supports the operation and expansion of the VHIE and related products and services. The Subrecipient shall conduct the business of this agreement in coordination and collaboration with the State and its other contractors.

The parties have entered into this agreement to support accurate and timely health information that is available securely through the VHIE at the point of care and that high quality health information is available for population health measurement. This grant agreement provides funds toward the Subrecipient's maintenance and operations expenses in accordance with 18 V.S.A. § 9352, of State Fiscal Years 2017, for months during which progress is demonstrated through the deliverables set forth in Section 8 of this agreement.

**2. Definitions**

- 2.1 ADT Message means a category of Health Level 7 message format typically used for patient demographics updates and for admission, discharge and transfer events.
- 2.2 Blueprint means the Vermont Blueprint for Health, a State program authorized by 18 V.S.A. Chapter 13 which defines Blueprint as a "program for integrating a system of health care for patients, improving the health of the overall population, and improving control over health care costs by promoting health maintenance, prevention, and care coordination and management".
- 2.3 Blueprint Clinical Data Repository means a statewide clinical data registry hosted in Subrecipient's hosting environment and managed by the Blueprint team or designated contractor.
- 2.4 Business Associate means Subrecipient and any contractor working with Subrecipient to fulfill its responsibilities under this Agreement, including but not limited to Data Subcontractor(s), when any of them perform services described in 45 C.F.R. § 160.103
- 2.5 CCD means the Continuity of Care Document (CCD or consolidated CDA) specification which is an XML-based markup standard intended to specify the encoding, structure, and semantics of a patient summary clinical document for exchange.
- 2.6 Client Services means assistance and advice provided to health care providers related to the adoption and use of health information and exchange technologies, such as implementation of Subrecipient services, Meaningful Use / MACRA consulting, general HIT consulting, security risk assessment consulting, workflow improvement consulting, and data quality consulting.
- 2.7 CMPI means the Community Master Patient Index in Medicity which links together patient identities from each source organization's Enterprise Master Patient Index (EMPI).

- 2.8 Completed Interface means an interface that has been tested and demonstrated to be fully connected and operational, stable on an ongoing basis, and useable for routine exchange and placed in production by the source (sending) or destination (receiving) organization, and containing security features to protect health information.
- 2.9 Data Quality Sprint Management Team means a team responsible to assure that the Blueprint and Subrecipient work together to coordinate participation of all Blueprint organizations in data quality improvement processes. The Team shall be responsible for making decisions and resolving disputes around data quality, data use and consent, and technical issues. This team will be comprised of two (2) members designated by the Blueprint and two (2) members designated by the Subrecipient. The Blueprint will designate the chair or lead for the Sprint Management Team.
- 2.10 Data Quality Sprint Project means a project focused on a specific Blueprint clinical site and consisting of activities to improve end-to-end data completeness, accuracy, and consistency and to ensure data integrity through the VHIE.
- 2.11 eHealth Specialist means a health care information technology (IT) consultant who acts as an advisor to health care providers throughout Vermont. The eHealth Specialists play a key role in assisting providers, including primary care, specialty care, and full continuum providers, with adopting and implementing their Electronic Health Records (EHR) systems, with understanding Meaningful Use (MU) / MACRA requirements, with demonstrating how providers report on the MU of certified EHR systems, and with onboarding, training and integration of the Subrecipient's products and services into daily workflows.
- 2.12 Executive Management Team (EMT) means a team comprised of the Executive Director of the Vermont Blueprint for Health, the Subrecipient's CEO, and the State's Department of Vermont Health Access (DVHA) Health Care Reform Manager.
- 2.13 Full Continuum Providers means community mental health designated agencies, home health agencies, long-term supports and services providers, and other community service agencies as may be mutually agreed upon by the State and the Subrecipient.
- 2.14 Health Care Organizations (HCO) includes: the Statewide Clinical Registry, private and commercial labs, hospitals, primary care and specialist practices, ACOs, and community providers.
- 2.15 Health Information Exchange (HIE) means the electronic movement of health-related information among organizations according to nationally recognized standards with the goal of facilitating access to and retrieval of clinical data to provide safe, timely, efficient, effective, equitable, patient-centered care.
- 2.16 Interface means a connection used for transferring certain types of data between a source or destination organization and VHIE with the ability to exchange data at the syntactic level. This includes but is not limited to transfer of demographic and clinical information from HCO Electronic Health Record (EHR) and other clinical or administrative systems, transfer of laboratory orders and results, and transfer of diagnostic procedure orders and

results. There are two parts to every interface: the part between the provider and the EHR vendor and the part between the provider and the VHIE. A completed interface is when both parts are in place and data is flowing from the provider to the VHIE.

- 2.17 Interface Development Reimbursement Program means a program whereby HCOs are reimbursed for third-party costs incurred by the HCO associated with implementing an interface from their EHR system to the VHIE.
- 2.18 Medicare Access and Children's Health Insurance Program (CHIP) Reauthorization Act (MACRA) means these programs as defined by Centers for Medicare and Medicaid Services.
- 2.19 Medication History means a compilation of filled prescription information from a medication history service based on data gathered from participating pharmacies across the US, to include Vermont, and includes information such as medication name, strength, quantity, and fill date.
- 2.20 Medicity means the currently contracted vendor that provides infrastructure and other products and services to the Subrecipient in support of the VHIE and other HIE activities.
- 2.21 Onboarding means the process by which the providers at a Health Care Organization (HCO) are authenticated, granted access to a provider service, and trained in the use of that provider service. This process consists of three steps: Profiling the HCO, enrolling authorized providers, and launching the service at that HCO.
- 2.22 Patient Centered Medical Home (PCMH) means a primary care practice that meets the PCMH quality standards defined by National Committee for Quality Assurance, or similar standards that may be adopted by the state in collaboration with healthcare provider organizations.
- 2.23 Secure Data Repository means the secure database where patient demographics and clinical data are stored in the VHIE. The Secure Data Repository shall be architected such that data from one contributing HCO is not comingled with data from other contributing HCOs.
- 2.24 Sequoia Project means a not-for-profit organization with the mission to advance the implementation of secure, interoperable nation-wide health information exchange.
- 2.25 Sprint Management Team means a team responsible for coordinating all participating organizations in the State's community and field Sprint processes so that no single organization is operating independently. The Team shall be responsible for making decisions and resolving disputes around data quality, Meaningful Use / MACRA, patient consent, and IT issues. This team will be comprised of two (2) members designated by the State and two (2) members designated by the Subrecipient. The State will designate the chair or lead for the Sprint Management Team.
- 2.26 Sprint Project means a project focused on a specific clinical site and consisting of several activities to implement consent and improve end-to-end data completeness, accuracy, consistency and integrity.
- 2.27 Technical Support Services means the team that provides hardware and software support

- for Subrecipient staff and client facing services to ensure client satisfaction and long-term business relationships with Subrecipient's clients.
- 2.28 Uptime means the measure of the time a computer system is working and available to the users of the computer system.
- 2.29 VITLAccess means one of several service offerings provided to authorized providers. VITLAccess is a secure internet portal which provides authorized providers, with proper patient consent, a patient centered view of the Personal Health Information (PHI) available through the Vermont Health Information Exchange (VHIE).
- 2.30 VITLDirect is a secure messaging service that enables health care organizations to send messages to other providers, and potentially to their patients. The service may be accessed within an EHR if the EHR has enabled that function, or may be accessed via the web. Documents such as CCDs can be attached. VITLDirect is also a Health Information Service Provider (HISP) for those EHR vendors that do not offer this service.

### 3. State's Responsibilities

The State shall:

- 3.1 Support the resource requirements of the VHIE by entering into agreements with the Subrecipient following the Green Mountain Care Board's approval of the Subrecipient's publicly funded activities and budget pursuant to 18 VSA § 9352.
- 3.2 Provide Subrecipient with a quarterly updated list of Blueprint community project managers and the practices which those project managers and Blueprint leadership have identified as prospective Sprint practices and Implementation practices;
- 3.3 Identify a liaison or facilitator to work with Subrecipient to assist in the testing and transmission of data between the practices in a Sprint Project;
- 3.4 Convene quarterly meetings to review progress and jointly agree to modifications to expected scopes of work and schedules in accordance with Section 7.2.1.1 Quarterly Monitoring Reporting and Adjustment;
- 3.5 Notify Subrecipient about publicly announced health care reform efforts and initiatives.
- 3.6 Provide timelines and plans for practices, by September 30, 2016 and updated quarterly thereafter (12/31/16; 3/31/17; 6/30/17), including information such as NCQA scoring dates, interface schedule desires, and minimum data sets for transmission to Blueprint;
- 3.7 Provide Subrecipient with the following information for reporting purposes:
- 3.7.1 The methodology for reporting on the data quality measurements required in section 5.1.2 below for the evaluation and on-going measurement of clinical health care data quality transmitted, stored, and accessed within the Subrecipient's infrastructure, in collaboration with the Subrecipient. The methodology will be provided annually by July 31, or the prior year's methodology will be used, and shall remain in force for the duration of this agreement.
- 3.7.2 Information such as health care organization names, addresses, and other contact information, as known, that are missing from the Subrecipient's client relationship management system. The State and Subrecipient will review and mutually agree on a list of HCOs.
- 3.7 To meet the objectives outlined in Section 5.2 Public Health Considerations, the State recognizes that the Vermont Department of Health (VDH) will need to provide the

- appropriate staff, services, and data for connectivity to the Immunization Registry and other public health resources.
- 3.8 Identify any State and State affiliated data sets required by the State to connect to the Subrecipient's infrastructure.
  - 3.9 Blueprint for Health support Subrecipient to design and conduct an impact assessment examining the relationship between engagement with health information technology and patterns of healthcare utilization, quality, and expenditures.

#### 4. Responsibilities of the Subrecipient

The Subrecipient shall:

- 4.1 Meet the governance and reporting requirements of this Agreement.
- 4.2 Provide the base activities and supporting services detailed in this agreement according to the budget, schedule, and milestones specified herein.
- 4.3 The Subrecipient shall not be located at a State building. The Subrecipient will not rely on or utilize any State building resources or equipment to complete the deliverables noted in this Agreement.
- 4.4 Maintain the required third-party software license(s) and software hosting agreement(s) necessary to support the operation of the VHIE.
- 4.5 Maintain appropriate infrastructure necessary to:
  - 4.5.1 Support the operation of the VHIE and, as mutually agreed upon by the State and Subrecipient, provide specialized messaging services, data transformation and standardized data services, data quality improvement reporting, and analytics.
- 4.6 The hardware and software used for the infrastructure detailed in section 4.5.1 will be hosted in a secure facility contracted by the Subrecipient.
- 4.7 Complete Interfaces with Health Care Organizations (HCOs) for the transmittal of health information to and from the VHIE in accordance with Section 5.1.3.1.
- 4.8 Maintain a provider portal or other mechanisms allowing authorized users to query the VHIE in compliance with VHIE patient consent policy.
- 4.9 Assign a Security and Privacy Officer.
- 4.10 Provide the State annually by December 31, 2016 with the Subrecipient's current Security Plan which will include results of the most recent risk assessments, the incident/response plan, and the Plan of Action and Milestone (POAM) report. The Subrecipient will provide quarterly report metrics for compliance with relevant National Institute of Standards and Technology (NIST) 800-53 guidelines and 45 CFR 95.621 to the Deputy Chief Information Security Officer for the Department of Innovation and Information to verify that the Subrecipient continues to track and comply with relevant National Institute of Standards and Technology guidelines and 45 CFR 95.621.
- 4.11 Maintain all documentation of work performed under this Agreement, including policies, procedures, and security provisions regarding operation of the VHIE and will make this documentation available for inspection by the State at the State's request.
- 4.12 Participate with the State and its affiliates in clinical data quality improvement activities with health care organizations. These data quality improvement activities include, but are not limited to:

- 4.12.1 Work with health care organizations to identify opportunities to improve the extent to which clinical data are structured, complete, and standards compliant.
- 4.12.2 Work with health care organizations to develop workflows, policies, and procedures necessary to support on-going data quality maintenance in the health care organization's electronic health record system.
- 4.13 Support the State in fulfilling its responsibilities to Office of the National Coordinator (ONC), Centers for Medicare & Medicaid Services (CMS), or other federal agencies involved with HIE and HIE funding.
- 4.14 At the direction of the State, prioritize additional tasks related to connecting State and State affiliated data sets to the VHIE. The Subrecipient will provide the scope, budget, and project plan to connect the identified State and State affiliated data sets. Before developing the scope, budget, and project plan, the Subrecipient will provide the State with an estimate of resources needed to develop these items.
- 4.15 Ensure that all activities and associated budget (including this grant agreement) are reviewed by the Green Mountain Care Board in accordance with 18 VSA § 9375.
- 4.16 Participate with the State and its affiliated departments, including the Department of Innovation and Information, in meetings regarding ways to improve coordination and planning around the VHIE.
- 4.17 Within 90 days of approval of this agreement, Subrecipient and State representatives will jointly perform a VHIE and Clinical Data Management Infrastructure Needs Assessment and, if necessary, jointly develop a VHIE Infrastructure Implementation Plan. This Implementation Plan would be submitted to the Green Mountain Care Board. This Implementation Plan will be updated as appropriate over the term of this agreement. This Assessment and Implementation Plan shall include:
  - 4.217.1 Detailed review of the current VHIE and Clinical Data Management infrastructure, its current capabilities, and current technical and/or logical needs.
  - 4.17.2 Assessment of any additional current or future needs for the VHIE infrastructure.
  - 4.17.3 High level implementation plan to meet the current and future needs of the VHIE infrastructure.

## 5. Scope of Work

- 5.1 Base Monitoring and Operations Related Activities:
  - 5.1.1 Subrecipient will employ management, staff, and support resources that are sufficient in order to maintain, manage, and deploy the operation of the VHIE infrastructure and services, including, but not limited to:
    - 5.1.1.1 Infrastructure: The Subrecipient will provide a status update of each of the following in its quarterly reports.
      - 5.1.1.1.1 The Subrecipient will maintain an Enterprise master person index and a Community master person index for all Vermont patients. The indices will be updated at least daily.
      - 5.1.1.1.2 The Subrecipient will maintain a Secure Data Repository as part of its infrastructure described in section 4.6 above. This Secure Data Repository will be operational seven days a week and 24 hours a day with average 94% monthly Uptime.

- 5.1.1.1.3 The Subrecipient will maintain a record Locator service to index and retrieve clinical patient records from individual organizational repositories;
  - 5.1.1.1.4 The Subrecipient will maintain a User Directory to maintain roles and privileges for the VHIE provider portal;
  - 5.1.1.1.5 The Subrecipient will maintain a Secure Network to connect HCO EHRs to the VHIE;
  - 5.1.1.1.6 The Subrecipient will maintain an Integration Engine to structure and route messages within the VHIE;
  - 5.1.1.1.7 The Subrecipient will maintain Disaster Recovery Capabilities to recover from unplanned downtime events to the main production infrastructure; and
  - 5.1.1.1.8 The Subrecipient will maintain, monitor, and replace Interfaces connecting health care organizations, the State, and State affiliates to the VHIE.
- 5.1.1.2 Services: The Subrecipient will provide a status update of each of the following in its quarterly reports.
- 5.1.1.2.1 System-based queries:
    - 5.1.1.2.1.1 Subrecipient will complete and test connection to at least one external network connected through the Sequoia Project.
    - 5.1.1.2.1.2 Number of queries to external networks using Sequoia Project.
  - 5.1.1.2.2 VITLAccess maintenance and monitoring: Subrecipient shall employ sufficient resources to maintain and monitor the VITLAccess service. Subrecipient will report on the following metrics monthly, unless otherwise stated:
    - 5.1.1.2.2.1 Number of users onboarded to VITLAccess via:
      - On-line self-administered model.
      - Standard eHealth Specialist-supported model.
    - 5.1.1.2.2.2 Number of medication queries performed per month.
    - 5.1.1.2.2.3 Subrecipient shall report monthly on the number of VITLAccess queries completed in the previous calendar month.
    - 5.1.1.2.2.4 Semi-Annual VITLAccess Utilization Evaluation: Subrecipient will provide the State with a monthly report on the usage of this service, following the criteria outlined below:
      - 5.1.1.2.2.4.1 Total number of VITLAccess patient queries per month.
      - 5.1.1.2.2.4.2 Average number of VITLAccess queries per user per month.
      - 5.1.1.2.2.4.3 Monthly and cumulative opt-in consent rate.
    - 5.1.1.2.2.5 Subrecipient shall provide a monthly status update

of any current or resolved risks, issues, or concerns regarding the VITLAccess service.

- 5.1.1.2.2.6 Subrecipient shall provide a baseline measurement of the average number of VITLAccess queries per month on July 1 of each Fiscal Year based on the six-month average for the period January 1 – June 30 of the previous Fiscal Year.
- 5.1.1.2.3 Subrecipient will increase number of VITLAccess queries as compared to the baseline measurement, baseline identified in section 5.1.1.2.2.6, by 10% over the term of this grant. Achievement of this measurement may be improved by the allowable provider awareness activities funded through this agreement. The State and Subrecipient will review this measure throughout the term of this agreement to ensure the metric is appropriate in light of the allowable provider awareness activities. The measure may be modified by mutual agreement as a result of this review and in conformance with Part 2, Paragraph 7, requiring signature by the duly authorized representative of the State and Subrecipient.
- 5.1.1.2.4 VITLDirect: Subrecipient shall maintain the current number of provider organizations connected to VITLDirect based on market needs.
- 5.1.1.2.5 Client Services: The Subrecipient shall employ sufficient Client Services staff to provide the following services based on client and market need, and staffing levels:
- 5.1.1.2.5.1 Data quality consulting through Blueprint Sprints for Blueprint participating organizations as mutually agreed upon by the State and Subrecipient. As part of this prioritization, the Subrecipient will work with the Blueprint regarding Blueprint practices (as outlined in Section 3.6above). Subrecipient will provide a monthly report on progress with current Sprint projects and annual fiscal year-end report on number of completed Sprints.
- 5.1.1.2.5.2 Subrecipient will provide data quality consulting to non-Blueprint, non-Meaningful Use eligible health care organizations as mutually agreed upon by the State and the Subrecipient and shall be done in conformance with Part 2, Paragraph 7, requiring signature by the duly authorized representative of the State and Subrecipient. The Subrecipient shall address identified clinical and business workflow issues in order to improve the clinical data quality transmitted to the Subrecipient's infrastructure and provide data quality education to health care

organizations. Subrecipient will provide a monthly report on data quality improvement efforts.

- 5.1.1.2.5.3 Security risk assessments; Conduct baseline security risk survey assessments with practices, as requested, to assist with meeting MU Stage 2 requirements.
  - 5.1.1.2.5.4 Meaningful Use and MACRA consulting; Provide eHealth Specialists services to eligible HCOs with Meaningful Use and MACRA advice in support of MU attestation based on market need.
  - 5.1.1.2.5.5 Non-MU Health Care Organization HIT consulting; Advisory service to assist with electronic health record selection, optimization and integration into workflows in concert with HCO and its selected vendor.
  - 5.1.1.2.5.6 Technical Support Services for internal and external clients.
  - 5.1.1.2.5.7 The Subrecipient will annually provide the State with examples of relevant client training materials by December 31, 2016.
  - 5.1.1.2.5.8 Provider Satisfaction Survey: Subrecipient will conduct provider satisfaction surveys for all services rendered under the Client Services section of this agreement. These surveys will serve as part of an evaluation of those services performed. Subrecipient will provide the State with a copy of a summary report of all customer satisfaction surveys, as well as the surveys themselves, received on a quarterly basis.
- 5.1.2 Clinical Data Quality: Subrecipient will employ staff and support resources to maintain and measure levels of quality for the clinical health care data which includes:
- Specialized messaging services
  - Data parsing services
  - Data warehouse configuration and maintenance, and
  - Reporting on the quality of data transmitted, stored and accessed within the Subrecipient's infrastructure as described in 4.5.
- 5.1.2.1 Semi-Annual Data Quality Evaluation: Subrecipient shall conduct on-going evaluations of the quality of the clinical data contained in the VHIE. Subrecipient will provide the State with a state-wide data quality evaluation, reporting on the data quality status of each participating Health Care Organization, utilizing the methodology defined by the State in Section 2.6 of this agreement by the following dates. This Data Quality Evaluation report will be submitted to the State semi-annually on December 31 and June 30 of each year of the agreement.
- 5.1.2.2 Develop a data quality organization specific summary report for each VHIE contributing Health Care Organization based on the Semi-Annual Data Quality Evaluation report. Develop a mechanism to distribute these reports to

the organizations for feedback and use as a tool to assess data quality remediation needs at those organizations.

- 5.1.3 Connectivity of HIE infrastructure: Subrecipient shall provide Interface development work designed to develop connectivity between the VHIE networks and Health Care Organizations and other entities. The State and the Subrecipient shall prioritize this list annually by August 1<sup>st</sup>. This prioritized list shall be based on mutual agreement.
- 5.1.3.1 Subrecipient Interface development shall include the following, other than the work specifically funded outside the scope of this Grant as detailed in Section 3.7 above:
- Connectivity to patient-centered medical homes and other primary care providers;
  - Connectivity to mental health providers;
  - Connectivity to substance abuse treatment providers;
  - Connectivity to other specialty care providers;
  - Connectivity to long term care and skilled nursing providers;
  - Connectivity to community services;
  - Connectivity to public health registries;
  - Connectivity to home health; and
  - Connectivity to other data sources.
- 5.1.3.2 Subrecipient staff shall be trained to perform aspects of interface development
- 5.1.3.3 Provision of onsite resources for interface development
- 5.1.4 Semi-annual Connectivity Report: Subrecipient shall provide a report on the connectivity status (numbers of types of connections with the VHIE) of each Health Care Organization and health care entity identified above utilizing the methodology defined by the State in Section 3.7.1 of this agreement. This Connectivity report will be submitted to the State semi-annually on July 15 and January 15 of each year of the agreement for status as-of June 30 and December 31, respectively. The report will include, but not be limited to, the following criteria:
- 5.1.4.1 Connections to Health Care Organizations: evaluation to be calculated against the denominator to be defined by the State in Section 3.7.2.
- 5.1.4.2 Types of connections to Health Care Organizations (ADT, CCD, VXU, Lab, Radiology, etc.).
- 5.1.5 Technological Capability Surveys: Subrecipient shall survey health care organizations that are not connected to the VHIE to determine: current EHR or documentation tool, internet connectivity, and number of eligible providers. Subrecipient and State will mutually agree on the health care organizations to be surveyed.
- 5.1.6 Medication History Deployment and Evaluation: Subrecipient shall deploy the technology for allowing authorized health care providers, with patient consent, the ability to obtain medication history information through VITLAccess as provided by Subrecipient's medication history vendor.

- 5.1.7 Clinician Education Efforts: Subrecipient will broadly educate clinicians on the adoption and use of the VHIE infrastructure and its related services among health care organizations, providers, and clinicians around the state. Prior to engaging in these efforts, the Subrecipient will provide the State with a draft education plan for review and approval. This draft plan will include a description of education activities, as well as, a budget. The State shall approve, or make suggested changes, within 5 business days of receipt of this draft plan. These education efforts shall be complementary to the 2016 VHIE Summit, which is funded under another agreement.
- 5.1.8 Administer Interface Development Reimbursement Program for Vermont providers consistent with a prioritized list agreed upon in advance by the Subrecipient and the State within 30 days of signing of this agreement. The Subrecipient shall provide the State with a monthly list of these reimbursements. The Subrecipient will ensure reimbursements are aligned with the priority interface development list enumerated above in section 5.1.3.1.
- 5.1.9 VHIE Impact Assessment: the technology infrastructure, capabilities and functionality offered by the VHIE are designed to have a positive impact on reduced expenditures, reduced utilization and improved clinical outcomes. This is an assessment, which will result in an initial report due on January 1, 2017. The impact to Vermont health care will be assessed and as much as possible, quantified to demonstrate the VHIE's impact by performing the following activities and providing status updates on a quarterly basis:
- 5.1.9.1 Activities with the Blueprint for Health team to identify and perform analyses that demonstrate expenditures, utilization and quality outcome measurement.
- 5.1.9.2 Monitor and report on VHIE leveraged interventions and their impact on expenditures, utilization and quality outcomes.
- 5.1.9.3 Collaborating with nationally recognized HIEs and other similar public and private entities to understand how they assess the impact of the services provided in their respective markets.
- 5.1.9.4 Development of a statistical model designed to assess the value of the following example categories of interventions:
- message delivery to HCOs
  - message delivery to third party registries
  - data quality
  - client services direct interventions
  - HCO community healthcare activities
  - HCO technical maturity

5.2 Public Health Considerations:

- 5.2.1 The Subrecipient will work collaboratively with the Vermont Department of Health (VDH) to support Health Care Organizations (HCOs) working to achieve Meaningful Use and MACRA. The Subrecipient may also work with VDH and HCOs, including ACOs, in support of other public health initiatives. All deliverables for this section shall be performed as part of this Grant's Base Activities.

- 5.2.2 Subrecipient will continue to participate in monthly meetings with the following VDH and DVHA representatives:
  - 5.2.2.1 Subrecipient representatives: Subrecipient's CEO and Vice President of Operations
  - 5.2.2.2 Health Department representatives: Commissioner, Deputy Commissioner, and IT Chief
  - 5.2.2.3 State's DVHA representative: HCR/HIT Integration Manager
- 5.2.3 Subrecipient will validate new and existing immunization interfaces completed during the duration of this agreement using validation rules contained in the Vermont Immunization Implementation Guide version 4. Subrecipient will produce MyVITL tickets for remediation of errors by an entity contracted by VDH until such time as new validation rules and processes are implemented through funding mechanisms outside this agreement.

## 6. Independent Review

The Subrecipient acknowledges and agrees that State is required pursuant to 3 V.S.A. § 2222 to obtain an independent expert review of this Agreement and the services to be rendered hereunder. Such review will include, as required by law: (A) an acquisition cost assessment; (B) a technology architecture review; (C) an implementation plan assessment; (D) a cost analysis and a model for benefit analysis; (E) an impact analysis on net operating costs for the agency carrying out the activity, and if requested; and (F) a procurement negotiation advisory services contract. Upon completion of the review, and upon the State's request, the Subrecipient shall meet with the State to discuss the results, and the Subrecipient will cooperate with the State to address any aspects of the Agreement or services that are identified in the review as the State deems necessary. The Subrecipient acknowledges and agrees that if necessary and as required by the State, the Agreement and/or the applicable Statement(s) of Work will be amended to address the issues identified in the review.

## 7. Management and Governance

The Subrecipient will dedicate necessary staff, time and resources to the following teams and processes:

### 7.1 Sprint Management Team:

- 7.1.1 The Sprint Management Team will manage the eHealth Specialist work related to Blueprint data quality efforts described in Section 5.1 of this Grant, including: setting project priorities, monitoring, and status; project operational issues, interventions, and solutions; and opportunities for innovation.
  - 7.1.1.1 The Sprint Management Team will meet regularly, at least once a month, as well as on an ad-hoc basis if an urgent issue arises. In addition, the Sprint Management Team will meet no later than 15 business days before the end of each quarter to recommend to the Executive Management Team any changes for the coming quarter.
  - 7.1.1.2 The Sprint Management Team will review, discuss, and resolve issues brought forward by the team or other entities and whenever possible

attempt to expedite the decision making process by collecting sufficient contextual information prior to the meeting.

7.1.1.3 The Sprint Management Team will provide decision-making, planning, and guidance for Site Standup Sprint Teams. The Sprint Management Team will review and/or select practices for data quality Sprints, assemble the Sprint team, provide updates on the current pipeline for onboarding and replacement interfaces, and will provide monthly reports.

Subrecipient's Vice President of Client Services, with input from the three other Sprint Management Team members, will facilitate eHealth Specialist training. Subrecipient's Vice President of Client Services, with input from the State's contractor Sprint Management Team members, and Subrecipient's Vice President of Operations will participate in bi-weekly status meetings.

7.1.2 The Sprint Management Team will reach decisions as part of a collaborative team process. The Sprint Management Team will review, discuss, and resolve issues brought forward by the team concerning the Blueprint Clinical Registry. Issues or concerns may be brought to the Executive Management Team for discussion and resolution.

## 7.2 Executive Management Team (EMT)

7.2.1 The EMT will oversee the activities of this Grant, determine protocols and metrics to gauge program success, receive and decide on any recommendations to make adjustments in the grant deliverables, communicate with stakeholders, and resolve issues or concerns as may be necessary. Should the EMT not come to agreement, final determination will be made by the Commissioner of the State's Department of Vermont Health Access. Any decision made by the EMT that requires an amendment shall be done in conformance with Part 2, Paragraph 7, requiring signature by the duly authorized representative of the State and Subrecipient.

7.2.1.1 Quarterly Monitoring, Reporting, and Adjustment – A quarterly evaluation of progress towards goals and of the processes of achieving the goals and project deliverables will be conducted by the Executive Management Team or their designees. The evaluation process will be established and improved over time by the Executive Management Team, and should include such measures as:

- Separate and collaborative activity towards problem recognition and tracking;
- Separate and collaborative activity towards problem resolution;
- Additional measures to be determined collectively, which could include new methods for training;
- Use of data for new policy initiatives that advance population health; and
- Use of technology for improved communication.

7.2.2 The Executive Management Team shall meet to discuss updates to the scope of this Agreement

## **8. Reporting Requirements & Deliverables:**

### **8.1 Annual Reports.**

Pursuant to 18 V.S.A. § 9352(e), no later than January 15 of each year, Subrecipient shall file a report with the Secretary of Administration; the Commissioner of Information and Innovation; the Commissioner of Financial Regulation; the Commissioner of Vermont Health Access; the Secretary of Human Services; the Commissioner of Health; the Commissioner of Mental Health; the Commissioner of Disabilities, Aging, and Independent Living; the Senate Committee on Health and Welfare; and the House Committee on Health Care. The report shall include an assessment of progress in implementing health information technology in Vermont and recommendations for additional funding and legislation required. In addition, Subrecipient shall publish minutes of Subrecipient meetings and any other relevant information on a public website. Subrecipient will add an operational section to the annual report that includes information regarding the interface messages received into the VHIE, signed patient consent forms, requests for access by law enforcement, audits, and other information.

### **8.2 Progress Reports and Expenditure Reports.**

Subrecipient shall file monthly progress and expenditure reports with the State with the month-end request for payment in accordance with Attachment B. The State and the Subrecipient will develop a mutually-agreed-upon format for the Progress Reports and Expenditure Reports by August 31 of each state fiscal year. In the absence of an agreement the State may impose a reporting format. Release of the month-end request for payment will be contingent upon the submission of the Progress Reports and Expenditure Report and approval by the State appointed representative. The State reserves the right to request within 5 days that the Subrecipient provide additional information in the Progress Reports and Expenditure Reports as may be necessary to document deliverables or other progress prior to release of month-end payment. No payment may be issued until the additional information requested by the State is provided to the satisfaction of the State.

Payment is available for months in which progress against deliverables is demonstrated through the filing of approved progress reports and expenditure reports. For any month in which progress has not been demonstrated to the State's satisfaction, the month is not so approved and expenses for maintenance and operations may not be paid under this agreement. For a month in which progress has not been demonstrated to the State's satisfaction, the Subrecipient shall make all changes or corrective actions required by the State for approval within 30 days of notice from the State. Subject to the State's approval, Subrecipient may receive payment for the End-of-Month invoice once the Subrecipient demonstrates to the State's satisfaction that it has made all changes or corrective actions required by the State. Failure to complete all changes or corrective actions required by the State within the 30-day period provided shall represent a forfeiture of the payment sought for the month in question.

The Subrecipient will provide updates on the following projects, based on the criteria and frequency detailed in the table below. Monthly reports shall be provided by the 15<sup>th</sup> of the following month and shall reflect the previous month's information. Quarterly reports shall be submitted 15 days after the end of each quarter and shall reflect the previous quarter's information.

Projects	Deliverable	Report Due Date or Report Frequency	
<b>Base Activities</b>			
	4.10 Subrecipient's Security Plan	Subrecipient shall provide the State the Subrecipient's current Security Plan	12/31/16
	4.10 Quarterly Security Report Metrics	The Subrecipient shall provide the State report metrics for compliance with relevant National Institute of Standards and Technology (NIST) 800-53 guidelines and 45 CFR 95.621	Quarterly (within 15 days of the end of the quarter)
	5.1.1. Infrastructure Status Report	Subrecipient shall provide the State updates on the status (achievements, risks, issues) of each of the items listed in Section 5.1.1.	Quarterly (within 15 days of the end of the quarter)
	5.1.1.2 Services Status Report	Subrecipient shall provide the State updates on the status (achievements, risks, issues) of each of the items listed in Section 5.1.1.2 unless already detailed in other sections of this report.	Quarterly (within 15 days of the end of the quarter)
	5.1..2.4.1 Data Quality Consulting	<ul style="list-style-type: none"> <li>• Provide report on the identity, number, assigned resources, and status of data quality projects in progress within the scope of this agreement</li> <li>• Attachment of Pipeline Report to Progress Report</li> </ul>	Mid-Month
	5.1..2.4.7 Client Training Materials	Subrecipient shall provide the State with examples of relevant client training materials	12/31/16
	5.1..2.4.8 Provider Satisfaction Survey	Subrecipient shall provide the State with a copy of a summary report of all customer satisfaction surveys for all services rendered under the Client Services section of this agreement, as well as the surveys themselves	Quarterly (within 15 days of the end of the quarter)
	5.1.2.1 Semi-Annual Data Quality Evaluation	Subrecipient shall provide the State with a state-wide data quality evaluation, reporting on the data quality status of each participating Health Care Organization	12/31/16, 6/30/17
	5.1.3 Connectivity of HIE infrastructure	Subrecipient shall provide the State a report on number, site, and interface types: <ul style="list-style-type: none"> <li>• In progress</li> <li>• Completed</li> </ul>	Mid-month

Projects	Deliverable	Report Due Date or Report Frequency
5.1.4 Semi-annual Connectivity Report	Subrecipient shall provide the State a report on the connectivity status (numbers of types of connections with the VHIE) of each Health Care Organization and health care entity	1/15/17, 7/15/17
5.1.5 Technological Capability Survey	Subrecipient shall provide the State with a summary survey report as well as copies of the surveys, detailing the technological capability of health care organizations that are not connected to the VHIE.	TBD
5.1..2.2.4 Semi-Annual VITLAccess Utilization Evaluation	Subrecipient shall provide the State a report on the usage of this VITLAccess service as detailed in section 5.1..2.2.4	12/31/16, 6/30/17
5.1.8 Interface Development Reimbursement Plan	Subrecipient shall provide the State a prioritized list of providers to be reimbursed for interface development within the term of this agreement	Within 30 days of signing this agreement
5.1.8 Interface Development Reimbursement Status	Subrecipient shall provide the State a cumulative list of any reimbursements administered to providers for interface development	Mid-month

**9. Change Management Process**

- 9.1 Either party may request a change to the scope of the Grant agreement so long as the resulting change will not exceed the scope and budget of this agreement. The Change Management process is detailed within this Section.
- 9.2 The Change Request Form (Appendix I – Required Forms) is submitted to the Executive Management Team or to an individual identified by the Executive Management Team to receive the form.
- 9.3 Review of the Change Request will be completed by both parties and recommendations for approval or rejection will be submitted to the members of the Executive Management Team within a period of ten (10) business days. Failure by either party to submit recommendations for approval or rejection within that period will be escalated to the Executive Management Team.
- 9.4 To the extent that the resulting change exceeds the scope, budget, and/or nature of this agreement, that change would be subject to a formal amendment to this Agreement executed by Subrecipient and the State. The change shall not take effect until an amendment to this agreement is executed.

9.5 The Change Request Form must be approved by both parties and signed by the Director of the Vermont Blueprint for Health and the Subrecipient's CEO before the Change Request can be considered effective.

#### **10. Dispute Resolution**

- 10.1 In the event of a dispute between the parties, either party may give the Executive Management Team written notice that it desires to invoke the dispute resolution process described herein.
- 10.2 The Party invoking this section shall provide a short and plain statement of the basis for the dispute, in writing, to the other party and to the Executive Management Team.
- 10.3 Within fifteen (15) days of delivery of such notice, the Executive Management Team shall hold a meeting to receive information regarding the reasons for the dispute and review specific proposals for resolution. Within ten (10) days of that meeting, the EMT shall issue a written determination directing and instructing the parties on the proper resolution of the dispute.
- 10.4 If either party concludes that the dispute cannot be resolved in this matter after such meeting, then within five (5) business days of that issuance of the EMT's determination, that party may pursue a resolution with the Commissioner of the Department of Vermont Health Access by filing with the Commissioner written objections to the determination of the EMT.

#### **11. Ensuring Appropriate Use of Federal Monies**

- 11.1 Both parties recognize the significance of the federal grant funding for this project. More specifically, both parties recognize the limitations of funding because of the use of federal grant monies. Both parties agree to comply with the terms and conditions under 45 C.F.R. § 75. The State will only reimburse the Subrecipient for allowable costs under 45 C.F.R. § 75. By signing this agreement, the Subrecipient is attesting that they have a full comprehension of 45 C.F.R. § 75.
- 11.2 To protect grant funds from federal disallowance and recovery from the State or the Subrecipient, the Subrecipient will comply with the following:
- 11.2.1 Work invoiced by the Subrecipient for the purpose of expending funds against this Grant will include only work defined in Attachment A of this Grant.
- 11.2.2 Subrecipient shall provide written notification to the State upon entering into a contractual relationship for work defined by this Agreement to be performed by another entity by completing the Subcontractor Approval Form in Appendix I.
- 11.2.3 The State reserves the right to audit the Subrecipient to ensure compliance with State and Federal regulations, including the cost allocation methodologies referenced below.
- 11.2.4 The Subrecipient must separate accounting between projects to the extent it has different sources of funding for projects.
- 11.2.5 Any work performed outside of the direction of the State will not be reimbursed. The State contact to authorize direct work under this agreement is the State's representative referenced on Page 1, Section 9 of this Agreement.
- 11.3 The Subrecipient is responsible for compliance to any and all other applicable federal regulations or guidelines specific to supporting the funding defined in this agreement.

Changes submitted according to Section 9 of Attachment A shall be reviewed for compliance with State and federal law and may be subject to prior approval from State and/or federal regulators.

**ATTACHMENT B  
PAYMENT PROVISIONS**

The State shall pay the Subrecipient for work performed as described in Attachment A in conjunction with the Subrecipient's budget set forth below. The maximum payable amount under this Grant shall not exceed \$4,900,000.

The maximum dollar amount payable under this Agreement is not intended as any form of a guaranteed amount. The Subrecipient will be paid for products, services, and allowable costs actually performed, expended, and properly allocated as specified in Attachment A, up to the maximum allowable amount specified in this Agreement. The payment schedule for delivered products, or rates for services performed, and any additional reimbursements, are included in this Attachment. The State of Vermont's payments terms are Net 15 days from date of invoice.

Invoices shall include an invoice number, date of submission, dates of service, the Agreement number, total amount billed broken down into budget categories and accompanied by a General Ledger detail for the expenditures invoiced, and shall be signed by an authorized representative of the Subrecipient. Invoices and Monthly expenditure reports shall be submitted to: Meaghan Kelley, Grants Management Specialist [Meaghan.Kelley@vermont.gov](mailto:Meaghan.Kelley@vermont.gov)

The values shown below are notional and are for purposes of setting an initial budget for this Agreement. They are subject to change following the successful completion of negotiations between the State and Subrecipient on the resolution of questioned costs and the approval of a yet to be submitted indirect cost proposal for a billing rate. The State and the Subrecipient will amend the budget in this grant agreement when an approved billing rate for FY17 is established. The State and Subrecipient will identify this billing rate for FY17 by September 15, 2016. A final rate will be established and adjustments will be made based on the actual allowable costs incurred for FY17. The State and the Subrecipient will amend the budget in this grant agreement to remove costs related to the VHIE Summit when those costs have been identified. The identification of the VHIE Summit costs shall occur no later than July 31, 2016.

	<b>SFY17</b>
<b>Base Operations</b>	
Administrative Personnel Cost	2,470,776
Insurance	83,490
Professional & Legal	123,297
Outreach & Education	144,354
Occupancy/Rent	138,945
Telecommunications	38,063
Operational Expense	93,485

Meetings, Travel, Prof. Dev	42,390
Interest & Depreciation	23,896
Direct IT Expense (equipment, software)	344,151
Direct State-wide HIE Vendor Contract Expense	952,197
<b>Base Operations Subtotal</b>	<b>4,455,044</b>
<b>Direct Allocations</b>	
Direct Consulting	132,404
Direct Travel	32,552
Medicity Interface	-
Provider Interface Reimbursement	280,000
<b>Direct Allocation Subtotal</b>	<b>444,956</b>
<b>TOTAL SFY17/18 Grant Agreement</b>	<b>4,900,000</b>

By including the aforementioned categories of allowable expenses, it is not to be construed as an affirmative or tacit approval of such categories of allowable expenses by the State. The categories of allowable expenses must be in conformity with this Agreement and/or an allowable expense under Federal regulations to be reimbursed by the State. The Subrecipient shall bear the financial risk of submission of claims that are not in conformity with this Agreement and/or allowed under Federal regulations.

Variances of the subtotal budget items shall not exceed 10% without prior approval from the State. Written requests for such approvals must first be submitted by the Subrecipient prior to the expenditure of funds in excess of the above budgeted line items. The Subrecipient and the State will follow the indirect cost principles outlined in 45 C.F.R. § 75.

Subrecipient will submit two invoices on a monthly basis; the First Monthly invoice and the End of Month invoice. The First Monthly invoice will be submitted after the 15<sup>th</sup> of each month. The First Monthly Invoice shall reflect actual direct incurred between the 1<sup>st</sup> of the month and the 15<sup>th</sup> of the month. The End of Month invoice shall reflect actual expenditures incurred between the 16<sup>th</sup> and the end of each month and shall be invoiced no later than the 15<sup>th</sup> of the following month. The First Monthly Invoice and the End of Month invoice can be inclusive of an approved indirect rate that is in compliance with 45 CFR Part 75. All invoices must be accompanied by a General Ledger detail of expenditures billed under this grant agreement. The End of Month invoice shall include any expenditures that have been adjusted since the first monthly invoice. Pending review and approval of the Progress Reports and

Expenditure Reports as described in the paragraph below, the State will release payment for the End of Month Invoice.

At the end of each month of the Grant period, as defined in Attachment A, Section 8: Reporting Requirements & Deliverables, the Subrecipient shall submit Progress Reports and Expenditure Reports, including a month-end General Ledger detail, along with an End of Month Invoice for the State's review and approval. The Progress and Expenditure Reports shall be due to the State within fifteen (15) calendar days of the end of the month. The State shall review the resubmitted reports and financial detail within five (5) business days and either accept or reject the reports or request additional information. If any of the provided materials require additional information, the State shall notify the Subrecipient in writing. Both parties may escalate approval determination to the Executive Management Team.

A quarterly and year-end reconciliation will be conducted by both parties to review payments, review outstanding invoices, and review overall budgetary concerns. Quarterly reconciliations shall occur for the periods ending 9/30/16, 12/31/16, 3/31/17, and the year-end reconciliation shall occur for the period ending 6/30/17. Based on the findings of the quarterly reconciliation the budget for the remainder of the Grant year may be recalculated upon mutual agreement of both parties to support the VHIE.

Each State fiscal quarter the Executive Management Team will meet to review the progress of work as it relates to the expectations identified in the Agreement. Reasonable adjustments to project plans, priorities, deliverables and resource allocations may be recommended through the Executive Management Team for approval by the State. Adjustments to State funding to reflect changes in work may be requested. Depending on the scope of these changes, a Grant amendment may be necessary. The Executive Management Team meetings should occur no more than ten (10) business days after the end of a quarter as described in Section 7 (Management and Governance) of Attachment A. Disagreements between Subrecipient and the State regarding adjustments to project plans, priorities, deliverables and resource allocations will be addressed utilizing the process identified in Section 10 (Dispute Resolution) of Attachment A.

In the event that additional or alternative funds are awarded to the Subrecipient to pay for duplicative items detailed in the scope of work detailed in Attachment A, or allocated as indirects in the budget approved in Attachment B, whether through State funds or any other source, the Subrecipient may no longer bill for this scope of work or allocate costs under this Agreement.

A final expenditure report is due no later than 90 days after the end of this grant agreement, per 45 CFR Part 75, and will be reconciled to actual costs incurred from July 1, 2016 through June 30, 2017. Any overpayment of expenses will be returned to the State no later than October 15, 2017.

Any Out-of-State Travel funded by this agreement must be pre-approved by the State prior to the travel dates or purchase of any hotel, airfare, fees, etc. in order for the State to reimburse the Subrecipient for all Out-of-State travel. The State shall review any Out-of-State travel requests within 2 business days of receiving the request from the Subrecipient. In-State travel mileage reimbursement shall not exceed the State approved mileage rates at the time at which the

expense was incurred. The Subrecipient is responsible for submitting invoices in compliance with the current mileage rates, which change periodically in accordance with the federal mileage rate, which is typically adjusted each calendar year. Proper documentation of mileage shall include name of individual traveling, number of miles traveled, starting and ending locations, and dates of travel.

As of January, 2016, these rates are as follows:

- i. Mileage reimbursement = \$.54/mile
- ii. Current rates can be found at:  
[http://humanresources.vermont.gov/salary/compensation/expense\\_reimbursement](http://humanresources.vermont.gov/salary/compensation/expense_reimbursement).
- i. This agreement requires that copy of the Subrecipient's Travel Policies shall be submitted to the State no later than 90 days after execution of this agreement.
- ii. If mileage reimbursement is requested, the Subrecipient shall provide documentation in the invoice to support this request. Documentation should comply with the Subrecipient Travel Policies in addition to any federal funding regulations as it relates to travel expenditures.

The Subrecipient will maintain a running accounting of invoicing to date for each project/category in the agreement compared with the total amount per the agreement, which will be represented in the monthly expenditure reports.

The Subrecipient and the State shall, subject to the direction and approval of the State, engage in ongoing collaboration with the goal of enhancing Subrecipient's financial reporting and controls in order to strengthen the organization. In this endeavor the State shall designate a qualified individual to work with Subrecipient's CFO.

As a responsible steward of federal funding, the State monitors its Subrecipients, which may include but is not limited to:

- i. Ensuring that Subrecipient is not disbarred/suspended or excluded for any reason.
- ii. Executing a sub-award agreement.
- iii. Engaging in Subrecipient meetings and regular contact with Subrecipients.
- iv. Requiring pre-approval for changes to budget or scope of grant.
- v. Requesting quarterly financial reports.
- vi. Requesting monthly and quarterly programmatic reports.
- vii. Engaging in a paper or site audit.
- viii. Engaging in desk reviews.

The State emphasizes clear communication and dialogue that supports Subrecipients in maintaining compliance with federal requirements. The State may at any time elect to conduct Subrecipient monitoring. Subrecipient is required to maintain grant records accurately for the State's review under 45 CFR Part 75.

**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.

(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 7 are hereby modified:**

Notwithstanding the language in Attachment C, Paragraph 7, the following language replaces Paragraph 7 in its entirety.

**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 Products/Completed Operations Aggregate

\$1,000,000 Personal & Advertising Injury

\$3,000,000 First Party Breach Coverage

Professional Liability Coverage:

\$2,000,000 Each Occurrence

\$4,000,000 General Aggregate

*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.

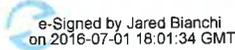
*Notice of Cancellation or Change.* There shall be no cancellation, change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without thirty (30) days written prior written notice to the State.

**Force Majeure.** Neither the State nor the Subrecipient shall be liable to the other for any failure or delay of performance of any obligations hereunder to the extent such failure or delay shall have been wholly or principally caused by acts or events beyond its reasonable control making it illegal or impossible to perform their obligations under this grant, including without limitation, acts of God, acts of civil or military authority, fires, floods, earthquakes or other natural disasters, war or riots. If a party asserts Force Majeure as an excuse for failure to perform the party's obligation, then 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 Contract, 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.

The Grantee shall be held harmless for failure to perform in the event of the following situations:

- Documented inability to meet the requirements of the Grant due to a health care provider or EHR vendor's resource availability; or
- Quarterly adjustments resulting from the Sprint Projects protocol described in Section 7 of the Statement of Work.

**APPROVAL:**

e-Signed by Jared Bianchi  
on 2016-07-01 18:01:34 GMT

ASSISTANT ATTORNEY GENERAL

DATE: July 01, 2016

*State of Vermont – Attachment D*  
*Revised AHS – 12-08-09*

**ATTACHMENT E  
BUSINESS ASSOCIATE  
AGREEMENT**

This Business Associate Agreement (“Agreement”) is entered into by and between the State of Vermont Agency of Human Services, operating by and through its Department of Vermont Health Access (“Covered Entity”) and Vermont Information Technology Leaders, Inc. (“Business Associate”) as of July 1, 2017 (“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)

**ATTACHMENT F**  
**AGENCY OF HUMAN SERVICES' CUSTOMARY GRANT PROVISIONS**

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

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

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

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

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

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

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

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

4. **Non-discrimination Based on National Origin as evidenced by Limited English Proficiency**. The Grantee agrees to comply with the non-discrimination requirements of Title VI of the Civil Rights Act of

1964, 42 USC Section 2000d, et seq., and with the federal guidelines promulgated pursuant to Executive Order 13166 of 2000, which require that Grantees and subgrantees receiving federal funds must assure that persons with limited English proficiency can meaningfully access services. To the extent the Grantee provides assistance to individuals with limited English proficiency through the use of oral or written translation or interpretive services in compliance with this requirement, such individuals cannot be required to pay for such services.

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

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

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

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

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

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

Commissioner of the Department for Children and Families within 24 hours or a report involving vulnerable adults to the Division of Licensing and Protection at the Department of Disabilities, Aging, and Independent Living within 48 hours. This requirement applies except in those instances where particular roles and functions are exempt from reporting under state and federal law. Reports involving children shall contain the information required by 33 V.S.A. §4914. Reports involving vulnerable adults shall contain the information required by 33 V.S.A. §6904. The Grantee will ensure that its agents or employees receive training on the reporting of abuse or neglect to children and abuse, neglect or exploitation of vulnerable adults.

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

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

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

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

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

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

1. Grantee's provision of certified computing equipment, peripherals and mobile devices, on a separate Grantee's network with separate internet access. The Agency of Human Services' accounts may or may not be provided.
2. State supplied and managed equipment and accounts to access state applications and data, including State issued active directory accounts and application specific accounts, which follow the National Institutes of Standards and Technology (NIST) security and the Health Insurance Portability & Accountability Act (HIPAA) standards.

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

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

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

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

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

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

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

Appendix I – Required Forms

Department of Vermont Health Access  
Subcontractor Compliance

Date: \_\_\_\_\_

Original Contractor/Grantee Name: \_\_\_\_\_ Contract/Grant #: \_\_\_\_\_

Subcontractor Name: \_\_\_\_\_ Dollar Amount: \_\_\_\_\_

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.

- Subcontract requested by the State (to be completed by the State).

\_\_\_\_\_  
Signature of Subcontractor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Vendor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Received by DVHA Business Office

\_\_\_\_\_  
Date

**Required: Contractor cannot subcontract until this form has been returned by the DVHA Contracts & Grants Unit**

### PROJECT CHANGE REQUEST FORM

In accordance with Attachment A, Section E.3.ii, Change Management Process, this Project Change Request Form will be used by the Executive Management Team (EMT) to review and approve changes to the budget, schedule, or scope of work of this Agreement. To the extent that budget increases or significant scope changes would be required, those changes would be subject to a formal amendment to this Agreement executed by VITL and the State Department of Vermont Health Access (DVHA). This document must be signed by both parties before being considered in effect.

Project Name:	Date submitted:	Priority: H M L
Requested by:	Assessed by:	
Change Request ID:		
Detail (Description of Proposed Change):		
Reason for Change (Benefits):		
Implications of Not Making This Change:		
<b>CHANGE REQUEST ASSESSMENT</b>		
Scope Impact:		
Schedule Impact:		
Budget Impact:		
Other Implications:		
Overall Assessment/Recommendation:		
Requires Amendment to Agreement: <input type="checkbox"/> YES <input type="checkbox"/> NO		
<b>SIGNATURES:</b>		
State HIE Program Director:	<i>Approval:</i>	<i>Date:</i>
CEO, VITL:	<i>Approval:</i>	<i>Date:</i>
State Fiscal Agent:	<i>Approval:</i>	<i>Date:</i>
Explain if Disapproved:		