

1. **Parties.** This is a contract for personal services between the State of Vermont, Department of Vermont Health Access (hereafter called "State"), and Mosaica Partners, with a principal place of business in Seminole, Florida (hereafter called "Contractor"). The Contractor's form of business organization is a Limited Liability Company. The Contractor's local address is 10575 68th Avenue, Suite B1, Seminole, FL 33772. It is the Contractor's responsibility to contact the Vermont Department of Taxes to determine if, by law, the Contractor is required to have a Vermont Department of Taxes Business Account Number.
2. **Subject Matter.** The subject matter of this contract is to conduct a stakeholder engagement process for and provide draft and final versions of the Vermont Health Information Technology Plan (VHITP), and to provide technical assistance to the State related to broader health information strategic planning. Detailed services to be provided by the Contractor are described in Attachment A.
3. **Maximum Amount.** In consideration of the services to be performed by the Contractor, the State agrees to pay the Contractor, in accordance with the payment provisions specified in Attachment B, a sum not to exceed \$95,560.
4. **Contract Term.** The period of Contractor's performance shall begin on February 10, 2015 and end on December 31, 2015.
5. **Prior Approvals.** If approval by the Attorney General's Office or the Secretary of Administration is required, (under current law, bulletins, and interpretations), neither this contract nor any amendment to it is binding until it has been approved by either or both such persons.

Approval by the Attorney General's Office is required.
Approval by the Secretary of Administration is not required.
6. **Amendment.** No changes, modifications, or amendments in the terms and conditions of this contract shall be effective unless reduced to writing, numbered and signed by the duly authorized representative of the State and Contractor.
7. **Cancellation.** This contract may be cancelled by either party by giving written notice at least 30 days in advance. Notwithstanding this provision, if a governmental agency with due authority determines that a program or facility operated by the Contractor, wherein services authorized under this contract are provided, is not in compliance with State and Federal law or is operating with deficiencies the State may terminate this contract immediately and notify the Contractor accordingly. Also, in the event that federal funds supporting this contract become unavailable or are reduced, the State may cancel this contract with no obligation to pay the Contractor from State revenues.
8. **Attachments.** This contract consists of 20 pages including the following attachments, which are incorporated herein:
Attachment A - Specifications of Work to be Performed
Attachment B - Payment Provisions
Attachment C - Customary State Contract provisions
Attachment F - Customary Contract Provisions of the Agency of Human Services
Appendix I – Required Forms

The order of precedence of documents shall be as follows:

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

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

BY THE STATE OF VERMONT:

BY THE CONTRACTOR:

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

LAURA KOLKMAN, PRESIDENT DATE
10575 68th Avenue, Suite B1
Seminole, FL 33772
Phone: 727-570-8100
Email: LKolkman@mosaicpartners.com

ATTACHMENT A SPECIFICATIONS OF WORK TO BE PERFORMED

Background:

Vermont is nationally recognized as a leader in health care reform. As Vermont continues reform efforts to comply with the federal Affordable Care Act and implement Vermont Acts 48, 61 and 128, Health Information Technology (HIT) will continue to be a critical component of the tools the State will need while continuing its efforts to improve health care, improve population health and reduce costs. A unified strategic HIT plan must be in place to guide the investment and policy decisions needed for successful outcomes.

The *Vermont Health Information Technology Plan (VHITP)*, approved in October of 2010 by the Office of the National Coordinator (ONC), articulates an aggressive plan to move from a fragmented system with disparate, disconnected, and/or non-existent systems to a fully integrated system. Vermont envisions a system that weaves together health care delivery sites and professionals, public health, human services staff, programs and support, mental health and substance abuse services, home health, and long term care services and institutions into a cohesive, comprehensive, inter-connected whole that is designed to serve the citizens of Vermont more effectively.

The current version of the VHITP is the continuation of a roadmap and a vision resulting from a six-year public/private collaboration. The original VHITP was created in July 2007. That VHITP detailed the health care environment in Vermont and laid out key objectives for the use of health information technology in supporting health care reform. While much has transpired in the time since the plan was originally developed, the key foundational elements have remained remarkably stable and resilient, including five core values:

- I. Vermonters will be confident that their health care information is secure and private and accessed appropriately.
- II. Health information technology will improve the care Vermonters receive by making health information available where and when it is needed.
- III. Shared health care data that provides a direct value to the patient, provider, or payer is a key component of an improved health care system. Data interoperability is vital to successful sharing of data.
- IV. Vermont's health care information technology infrastructure will be created using best practices and standards, and whenever possible and prudent, will leverage past investments and be fiscally responsible.
- V. Stakeholders in the development and implementation of the health care technology infrastructure plan will act in a collaborative, cooperative fashion to advance steady progress towards the vision for an improved health care system.

Scope of Work:

The Contractor will conduct a stakeholder engagement process for and provide a draft and a final version of the VHITP, and provide technical assistance to the State related to broader health information strategic planning, as detailed below.

The Contractor will develop a detailed work plan related to the tasks below and submit to the State for approval before commencing work under this contract. The work plan shall provide information on how the Contractor will perform each task and who from the Contractor's team will be engaged in each activity. The work plan may be updated as necessary and resubmitted to the State for approval in advance of any work related to the changes.

VHITP

Subject to the details of the approved work plan, the Contractor will be responsible for performing the following tasks related to the development of a revised VHITP:

Project Initiation

1. Refine VHITP project approach and work plan, including a detailed schedule of meetings and events, lists of stakeholders for interviews and other types of engagement, and major milestones, to be approved by the State.
2. Develop and hold project kick-off events and meetings, including meetings with the State leadership team for this project, the VT Health Care Innovation Project (VHCIP) HIE Work Group, VITL, and an open kick-off event for all interested stakeholders, with dates, times, and locations to be approved by the State.
3. The State will identify the leadership team/stakeholders/key stakeholders in writing to the Contractor in reasonable time for the performance of deliverables requiring their participation. The composition of each of these groups may change in the course of this Agreement.

Gather and Analyze Information

4. Conduct Vermont environmental scan to identify and review existing HIT planning documentation as provided by the State and made available to project participants in an online document library, analyze results, and identify potential issues that may need to be addressed in the updated VHITP.
5. Conduct National environmental scan to identify and review existing HIT planning documentation, analyze results, and report on federal policy issues, guidance, or advancements that should be considered for inclusion in the updated VHITP.
6. Develop, conduct and analyze interviews with up to 20 key stakeholders to understand wants and needs/objectives for HIT/Health Information Exchange (HIE) in Vermont.
7. Develop, conduct and analyze stakeholder survey to rank importance of objectives identified during Task 6.
8. Hold work session with the State leadership team and key stakeholders to determine capabilities required to meet HIT/HIE objectives.
9. Hold work session with the State leadership team and key stakeholders to determine the required enablers for needed capabilities.
10. Perform gap analysis to identify the differences between the identification of higher-priority HIT/HIE objectives through the Tasks above and the capabilities and resources

necessary and available to achieve the objectives.

11. Define initiatives and recommendations required to close the gaps.

Update Vermont Health Information Technology Plan (VHITP)

12. Working closely with the State project leadership team, define/ optimize the construct of the VHITP document including the general organization and content areas to be included, to be approved by the State.
13. Create draft outline of VHITP for review by key stakeholders and approval by the State project leadership team.
14. Develop a draft VHIT Plan and, along with the State project leadership team, conduct and participate in a review process including key stakeholders and the VHCIP HIE Work Group; receive and incorporate revisions provided by the State project leadership team.
15. Finalize the VHIT plan and deliver for State approval.

Health Information Strategic Planning

The tasks below are in support of Health Services Enterprise (HSE) strategic planning effort to be performed by the Agency of Human Services (AHS) Program Management Office.

Subject to the details of the approved work plan, the Contractor will be responsible for performing the following tasks related to the HSE strategic planning process:

16. Review current planning documentation developed by AHS and the State for health information strategic planning
17. Participate in an initial conference call with project leadership to plan for a kick-off meeting for the work to be supported by Tasks 18-24 at a date and time specified by the State.
18. Develop a draft work plan and timeline for the remaining tasks in which Contractor will be directly involved for review and approval by the State.
19. Finalize a work plan and timeline to describe Contractor's support of the strategic planning process.
20. Conduct research and provide advice and counsel in support of the project.
21. Construct and deliver for review by the State an outline of a work plan and roadmap that describes the remaining activities to be completed in support of the strategic planning project.
22. Obtain review of the work plan and roadmap by project leadership and stakeholders as determined by the State.
23. Revise the draft to incorporate requested changes and submit to the State for review and approval.
24. Finalize and deliver work plan and roadmap for completing the health information strategic planning process for State's review and approval.

Each of the Tasks above represent important activities or milestones to be tracked under this agreement; Tasks 15 and 24 represent final deliverables under each of the two sections above.

State Responsibilities:

The State will convene a leadership team that will assist the Project Officer (Steve Maier or his

designee) and the Contractor in the direction and execution of this scope of work. The leadership team may change in composition during the project to reflect the needs and scope of the Contractor's work.

The State will be responsible for certain Project Management and administrative tasks related to this project, including:

- meeting facilitation
- meeting coordination, scheduling, logistics, notes, etc.
- reproduction and distribution of documents
- assistance with the work plan
- scheduling interviews with state staff and stakeholders
- other administrative tasks to be determined

Project Timeline

		Month	1	2	3	4	5	6	7	8	9	10	11	12
VHITP														
Project Initiation														
Task 1	Refine VHITP project approach and plan													
Task 2	Develop and hold “public” project kick-off													
Task 3	State identification of the leadership team/ stakeholders/ key stakeholders													
Gather and Analyze Information														
Task 4	Conduct Vermont environmental scan and analyze results													
Task 5	Conduct National environmental scan and analyze results													
Task 6	Develop, conduct and analyze interviews with key stakeholders to understand wants and needs/objectives for HIT/HIE in Vermont													
Task 7	Develop, conduct and analyze stakeholder survey to rank importance of objectives													
Task 8	Hold work session to determine capabilities required to meet HIT/HIE objectives													
Task 9	Hold work session to determine the required enablers for needed capabilities													
Task 10	Perform gap analysis													
Task 11	Define initiatives required to close the gaps													
Update Vermont Health Information Technology Plan (VHITP)														
Task 12	Define/ optimize the construct of the VHITP document													
Task 13	Create draft outline of VHITP													
Task 14	Develop VHIT Plan													
Task 15	Finalize the VHIT plan and deliver													

		Month	1	2	3	4	5	6	7	8	9	10	11	12
Health Information Strategic Planning														
Task 16	Review current documentation developed by AHS and the State related to health information strategic planning													
Task 17	Participate in an initial conference call with project leadership to plan for a kick-off meeting for this segment of work													
Task 18	Develop a draft work plan and timeline for the remaining tasks													
Task 19	Finalize a work plan and timeline to support the strategic planning process													
Task 20	Conduct research in support of the project													
Task 21	Construct and deliver the outline of a roadmap to describe the remaining activities to be done in support of the strategic planning project													
Task 22	Obtain review by project leadership and stakeholders.													
Task 23	Revise the draft to incorporate requested changes.													
Task 24	Finalize and deliver roadmap for completing the health information strategic planning process													

The month designations in the timeline above shall begin with the start date of the agreement. Due dates specified in this timeline may be varied by agreement of the parties as expressed in a work plan approved by the State.

Contract Administration and Reporting Requirements

1. Monthly Reporting

- a. The Contractor shall participate in a conference call each month with the State regarding this work. The purpose of these calls is to discuss administrative and project issues as they arise and to report preliminary findings of analyses as they become available.
- b. More frequent calls may be needed during active periods of the project. The Contractor shall participate in all such calls as requested by the State. The State shall not unreasonably request the Contractor to participate in such calls.
- c. The Contractor shall submit monthly progress reports within 10 days of the end of each calendar month outlining all work accomplished during the previous month. The reports should be concise and in a simple format approved by the State. These reports are to be submitted electronically to

the State's designated representative within five business days after the end of the month. These monthly progress reports shall be consistent with the work billed on the monthly invoices.

- d. At a minimum, monthly progress reports shall cover the following items:
 - i. Activities related to consultation and support related to each effort supported by this contract;
 - ii. Activities planned for the forthcoming month;
 - iii. Contractor's expectations of the State staff during the forthcoming month (e.g., review of deliverables submitted, delivery of data or other items);
 - iv. Any problems or delays – encountered or foreseeable – that may affect contract performance; and
 - v. Budget discrepancies greater than ten percent, i.e., cost overruns or underruns.
 - e. The Contractor will meet, in person, with the State and key stakeholders at least quarterly for the duration of the contract.
2. Contract Administration Data – Key Personnel (See Attachment B for key personnel list and hourly rates)
- a. The key personnel specified in this contract are considered essential to work performance under this contract. At least 30 days prior to diverting any of the specified individuals to other programs or contracts (or as soon as possible, if an individual must be replaced, for example, as a result of leaving the employ of the Contractor), the Contractor shall notify the State Authorized Representative and shall submit comprehensive justification for the diversion or replacement request (including proposed substitutions for key personnel) to permit evaluation by the State of the impact on performance under this contract. The Contractor shall not divert or otherwise replace any key personnel without the written consent of the State Authorized Representative. The State may modify the contract to add or delete key personnel at the request of the Contractor or Government.

3. Performance Expectations:
The State's Authorized Representative is:
Steven Maier
Health Care Reform Manager
Department of Vermont Health Access
10 East Allen Street, Winooski, VT 05404
802-233-8337
steven.maier@state.vt.us

The Contractor shall provide a single point of contact who will manage all aspects of the contract including the assignment of qualified personnel to perform the work outlined herein. The Contractor's Authorized Representative is:

Laura Kolkman
President
Mosaica Partners
10575 68th Ave, Suite B1
Seminole, FL 33702
727-570-8100
LKolkman@mosaicpartners.com

The assignment of additional personnel, hours, or the substitution of personnel with a higher level of expertise shall require pre-approval by the State. The Contractor accepts full responsibility for any personnel assigned to perform the work herein. It is understood that the State will provide minimal oversight of personnel assigned to this contract.

The State shall notify the Contractor's Authorized Representative to discuss remediation if it is determined by the State that personnel assigned are not performing as expected. The State has the right to request a change in personnel assigned. The State shall not request a change in personnel without reason. The Contractor is obligated to remove personnel, within 2 business days of a request by the State, and provide a qualified replacement within 30 days.

Subcontractor Requirements

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

Meaghan Kelley
Business Office
Department of Vermont Health Access (DVHA)
312 Hurricane Lane
Williston, VT 05495-2087
Meaghan.kelley@state.vt.us
802-871-3302

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

Federal Requirements

The Contractor warrants that they are aware of and shall comply with the following federal regulations as they pertain to straight or matched federal dollars received under this contract:

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

Where applicable in the specification of work in this contract, the Contractor will adhere to Code of Federal Regulations, Title 42 – Public Health (42 CFR) Part 495 – Standards for the electronic health record technology incentive program (42 CFR 495), and all other Federal Regulations that may apply.

**ATTACHMENT B
 PAYMENT PROVISIONS**

The maximum dollar amount payable under this contract is not intended as any form of a guaranteed amount. The Contractor will be paid for products or services actually performed as specified in Attachment A up to the maximum allowable amount specified in this contract. State of Vermont payment terms are Net 30 days from date of invoice; payments against this contract will comply with the State's payment terms. The payment schedule for delivered products, or rates for services performed, and any additional reimbursements, are included in this attachment. The following provisions specifying payments are:

1. Contractor invoices shall be submitted no more frequently than monthly, but no later than quarterly, and shall include the number of hours worked during the specified billing period, the total amount billed, invoice date, reference this contract number, and be signed by the Authorized Representative of the Contractor.
2. The Budget and Key Personnel to be included under this contract are:

Budget Category	Paid Hours	Rate per Hour	Total Cost
Salaries:			
Laura Kolkman	182	\$235.00	\$42,770
Bob Brown	129	\$235.00	\$30,315
Centerboard Consulting, LLC	43	\$235.00	\$10,105
Other Staff	75	\$70.00	\$ 5,250
Total Salaries			\$88,440
Travel			\$7,120
Total Costs			\$95,560

3. Non-performance: Failure to attend scheduled status meeting or not being available without prior written approval by the State's Authorized Representative shall result in a reduction in payment of 5% of the total monthly invoice for the month in which nonperformance occurred. Failure to demonstrate progress toward deliverables or to meet deliverable due dates as established in the work plan may result in a reduction of payment of up to 5% of the total monthly invoice. Deliverable due dates may be revised upon written mutual agreement of both parties.
4. No benefits or insurance shall be reimbursed by the State.
5. The Contractor may bill for travel related to this contract with express written approval of the State up to a maximum amount of \$7,120. All travel expenses must comply with State of Vermont Administrative Bulletin 3.4.
6. Invoices shall be submitted to: Meaghan Kelley at Meaghan.Kelley@state.vt.us
7. The total maximum amount payable under this contract shall not exceed \$95,560.00.
8. The Contractor, with prior written approval from the State, can adjust estimated hours between tasks and personnel not to exceed the total budgeted amount.

ATTACHMENT C
STANDARD STATE PROVISIONS FOR CONTRACTS AND GRANTS

- 1. Entire Agreement:** This Agreement, whether in the form of a Contract, State Funded Grant, or Federally Funded Grant, represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect.
- 2. Applicable Law:** This Agreement will be governed by the laws of the State of Vermont.
- 3. Definitions:** For purposes of this Attachment, "Party" shall mean the Contractor, Grantee or Subrecipient, with whom the State of Vermont is executing this Agreement and consistent with the form of the Agreement.
- 4. Appropriations:** If this Agreement extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this Agreement, the State may cancel at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, and in the event federal funds become unavailable or reduced, the State may suspend or cancel this Grant immediately, and the State shall have no obligation to pay Subrecipient from State revenues.
- 5. No Employee Benefits For Party:** The Party understands that the State will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation or sick leave, workers compensation or other benefits or services available to State employees, nor will the state withhold any state or federal taxes except as required under applicable tax laws, which shall be determined in advance of execution of the Agreement. The Party understands that all tax returns required by the Internal Revenue Code and the State of Vermont, including but not limited to income, withholding, sales and use, and rooms and meals, must be filed by the Party, and information as to Agreement income will be provided by the State of Vermont to the Internal Revenue Service and the Vermont Department of Taxes.
- 6. Independence, Liability:** The Party will act in an independent capacity and not as officers or employees of the State.

The Party shall defend the State and its officers and employees against all claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party. The State shall notify the Party in the event of any such claim or suit, and the Party shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit.

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

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

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

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

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

Premises - Operations

Products and Completed Operations

Personal Injury Liability

Contractual Liability

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

\$1,000,000 Per Occurrence

\$1,000,000 General Aggregate

\$1,000,000 Products/Completed Operations Aggregate

\$ 50,000 Fire/ Legal/Liability

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

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

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

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

- 8. Reliance by the State on Representations:** All payments by the State under this Agreement will be made in reliance upon the accuracy of all prior representations by the Party, including but not limited to bills, invoices, progress reports and other proofs of work.
- 9. Requirement to Have a Single Audit:** In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, the Subrecipient will complete the Subrecipient Annual Report annually within 45 days after its fiscal year end, informing the State of Vermont whether or not a Single Audit is required for the prior fiscal year. If a Single Audit is required, the Subrecipient will submit a copy of the audit report to the granting Party within 9 months. If a single audit is not required, only the Subrecipient Annual Report is required.

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

10. Records Available for Audit: The Party shall maintain all records pertaining to performance under this agreement. "Records" means any written or recorded information, regardless of physical form or characteristics, which is produced or acquired by the Party in the performance of this agreement. Records produced or acquired in a machine readable electronic format shall be maintained in that format. The records described shall be made available at reasonable times during the period of the Agreement and for three years thereafter or for any period required by law for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

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

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

13. Taxes Due to the State:

- a. Party understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.
- b. Party certifies under the pains and penalties of perjury that, as of the date the Agreement is signed, the Party is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.
- c. Party understands that final payment under this Agreement may be withheld if the Commissioner of Taxes determines that the Party is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.
- d. Party also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Party has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Party has no further legal recourse to contest the amounts due.

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

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

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

- 15. Sub-Agreements:** Party shall not assign, subcontract or subgrant the performance of this Agreement or any portion thereof to any other Party without the prior written approval of the State. Party also agrees to include in all subcontract or subgrant agreements a tax certification in accordance with paragraph 13 above.
- 16. No Gifts or Gratuities:** Party shall not give title or possession of any thing of substantial value (including property, currency, travel and/or education programs) to any officer or employee of the State during the term of this Agreement.
- 17. Copies:** All written reports prepared under this Agreement will be printed using both sides of the paper.
- 18. Certification Regarding Debarment:** Party certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, neither Party nor Party's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in federal programs, or programs supported in whole or in part by federal funds.
- Party further certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, Party is not presently debarred, suspended, nor named on the State's debarment list at:
<http://bgs.vermont.gov/purchasing/debarment>
- 19. Certification Regarding Use of State Funds:** In the case that Party is an employer and this Agreement is a State Funded Grant in excess of \$1,001, Party certifies that none of these State funds will be used to interfere with or restrain the exercise of Party's employee's rights with respect to unionization.

ATTACHMENT F
AGENCY OF HUMAN SERVICES' CUSTOMARY CONTRACT PROVISIONS

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

3. **Medicaid Program Contractors:**

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

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

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

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

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

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

4. **Non-discrimination Based on National Origin as evidenced by Limited English Proficiency.** The Contractor agrees to comply with the non-discrimination requirements of Title VI of the Civil Rights Act of 1964, 42 USC Section 2000d, et seq., and with the federal guidelines promulgated pursuant to Executive Order 13166 of 2000, which require that contractors and subcontractors receiving federal funds must assure that persons with limited English proficiency can meaningfully access services. To the extent the Contractor provides assistance to individuals with limited English proficiency through the use of oral or written translation or interpretive services in compliance with this requirement, such individuals cannot be required

to pay for such services.

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

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

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

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

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

8. **Abuse Registry.** The Contractor agrees not to employ any individual, use any volunteer, or otherwise provide reimbursement to any individual in the performance of services connected with this agreement, who provides care, custody, treatment, transportation, or supervision to children or vulnerable adults if there is a substantiation of abuse or neglect or exploitation against that individual. The Contractor will check the Adult Abuse Registry in the Department of Disabilities, Aging and Independent Living. Unless the Contractor holds a valid child care license or registration from the Division of Child Development, Department for Children and Families, the Contractor shall also check the Central Child Protection Registry. (See 33 V.S.A. §4919(a)(3) & 33 V.S.A. §6911(c)(3)).
9. **Reporting of Abuse, Neglect, or Exploitation.** Consistent with provisions of 33 V.S.A. §4913(a) and §6903, any agent or employee of a Contractor who, in the performance of services connected with this agreement, has contact with clients or is a caregiver and who has reasonable cause to believe that a child or vulnerable adult has been abused or neglected as defined in Chapter 49 or abused, neglected, or exploited as defined in Chapter 69 of Title 33 V.S.A. shall make a report involving children to the Commissioner of the Department for Children and Families within 24 hours or a report involving vulnerable adults to the Division of Licensing and Protection at the Department of Disabilities, Aging, and Independent Living within 48 hours. This requirement applies except in those instances where particular roles and functions are exempt from reporting under state and federal law. Reports involving children shall contain the information required by 33 V.S.A. §4914. Reports involving vulnerable adults shall contain the information required by 33 V.S.A. §6904. The Contractor will ensure that its agents or employees receive training on the reporting of abuse or neglect to children and abuse, neglect or exploitation of vulnerable adults.

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

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

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

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

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

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

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

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

13. **Lobbying.** No federal funds under this agreement may be used to influence or attempt to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an

employee of a member of Congress in connection with the awarding of any federal contract, continuation, renewal, amendments other than federal appropriated funds.

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

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

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

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

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

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

**Appendix I – Required Forms
Department of Vermont Health Access
Request for Approval to Subcontract**

Date of Request: _____

Original Grantee Name:	_____	Grantee #:	_____
Address:	_____		
Phone Number:	_____		
Contact Person:	_____		
Agreement #:	_____	Signature:	_____

Subcontractor Name: _____
Address: _____
Phone Number: _____
Contact Person: _____
Scope of Subcontracted Services: _____

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

Dollar Amount of Subcontracted Services: \$ _____
Date Range for Subcontracted Services: Start: _____ End: _____

DVHA Program Manager:	_____	Signature:	_____
Phone Number:	_____		

Business Office Review

Comments: _____

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

Required: Contractor cannot subcontract until they receive this signed approval from the State of Vermont. On the reverse side of this form there is language that must be included by the contractor in all subcontracting agreements.