DVHA Routing Form

Type of Agreement: **Grant** Agreement #: **03410-6121-12** Form of Agreement: **Renewal** Amendment #:

Name of Recipient: **Little Rivers Health Care, Inc.** Vendor #: **162937**

Agreement Manager: **Jason Elledge** Phone #: **802-879-5946**

Brief Explanation of Agreement: **To administer the Vermont Blueprint Integrated Health System in the Upper Valley Health Service Area**

Start Date: **10/1/2011** End Date: **09/30/2012** Maximum Amount: **$155,400.00**

Amendments Only: Maximum Prior Amount: Percentage of Change:

Bid Process (Contracts Only): ☐ Standard ☐ Simplified ☐ Sole Source ☐ Statutory ☐ Master Contract SOW

Funding Source

Global Commitment 93.778	**$150,400.00**		
Special: HIT	**$5,000.00**		

Contents of Attached Packet

☐ AA-14 ☒ Attachments A, B, C & F ☐ Attachment G - Academic Research

☐ Sole Source Memo ☐ Attachment D - Modifications to C & F ☐ MOU

☐ Qualitative/Justification Memo ☐ Attachment E - Business Associate Agreement ☒ Other: **Attachment H - Report Form**

Reviewer		Reviewer Initials	Date In	Date Out
DVHA Grant & Contract Administrator	**Kate Jones**		9/26	9/27
DVHA BO	**Jill Gould**		9/28/11	9/28/11
DVHA Commissioner	**Mark Larson**		9/28/11	
AHS Attorney General	**Seth Steinzor**	SI		10/18/11
Following Approvals for Contracts Only:				
AHS CIO				
AHS Central Office				
AHS Secretary				

RECEIVED OCT 19 2011 DEPARTMENT OF VERMONT HEALTH ACCESS

Vision Account Codes: $5000: 341001/21916/550500/~~41628~~ 41470
$150,400: 341001/20405/550500/41628

Initials & Date

☐ Subrecipient Module Entry

☐ FFATA Entry

Vision PO #:

1. **Parties:** This is a Grant Agreement for services between the State of Vermont, Department of Vermont Health Access (hereafter called "State"), and Little Rivers Health Care with a principal place of business at Bradford, Vermont (hereafter called "Grantee"). It is the Grantee's responsibility to contact the Vermont Department of Taxes to determine if, by law, the Grantee is required to have a Vermont Department of Taxes Business Account Number.

2. **Subject Matter:** To administer the Vermont Blueprint Integrated Health System in the Upper Valley Health Service Area. Detailed services to be provided by the Grantee are described in Attachment A.

3. **Maximum Amount:** In consideration of services to be performed by the Grantee, the State agrees to pay the Grantee, per payment provisions specified in Attachment B, a sum not to exceed $155,400.

4. **Grant Term:** The effective date of this Grant Agreement shall be November 10, 2011 and end on September 30, 2012. The Grantee may invoice for pre-award expenses dating back to May 1, 2011 as approved by the State and as relating to the outlined scope of work. The State and the Grantee have the option of renewing this grant agreement for up to two (2) one-year grant terms.

5. **Source of Funds:** State $ 0 Special: HIT $5,000 Other: GC $ 150,400

6. **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 Grantee.

7. **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 Grantee, wherein services authorized under this procurement grant are provided, is not in compliance with State and Federal law or is operating with deficiencies that pose immediate jeopardy to a child's health, welfare or safety, the State may terminate this procurement grant immediately and notify the Grantee 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 Grantee from State revenues.

8. **Contact Persons for this Award:**

	For the State	For the Grantee
Name:	Jason Elledge	Karla Wilson
Phone #:	802-879-5946	802-222-4637
E-mail:	jason.elledge@ahs.state.vt.us	kwilson@littlerivers.org

9. **Fiscal Year:** Grantee's fiscal year starts on January 1st and ends on December 31st.

10. **Attachments:** This Grant consists of 23 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 F – AHS Customary Grant Provisions
    Attachment H – Financial Report Form

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Order of precedence of these documents shall be as follows:

1. This document
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 F – AHS Customary Grant Provisions
6. Attachment H – Financial Report Form

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

BY THE STATE OF VERMONT: **BY THE GRANTEE:**

12.1.11 11-21-2011

MARK LARSON, COMMISSIONER
AHS/DVHA

DATE

LITTLE RIVERS HEALTH CARE

DATE

ATTACHMENT A
SCOPE OF WORK TO BE PERFORMED

I. Overview of Work to be Performed

This grant agreement is for leadership and management for ongoing operations of the Vermont Blueprint for Health in the Upper Valley Health Service Area (Grantee) consistent with the Vermont Blueprint for Health Implementation Manual. As the local Administrative entity for the Blueprint, the Grantee is responsible for leading the implementation and ongoing operations of the Multi-Payer Advanced Primary Care Practice Blueprint project. The Grantee will lead and oversee the Blueprint infrastructure to sustain a learning health system comprised of:

A. A project manager
B. Stakeholder planning and advisory groups
C. Advanced Primary Care Practices
D. Community Health Team(s)
   1. Core Community Health Team Operations
   2. Extended Community Health Team: Coordination of Care
   3. Functional Team: Interface with area health and human services providers
E. Health information interface with State Health Information Exchange and DocSite central registry
F. Administration of payment processes and participation in Blueprint evaluation
G. Community Based Self-Management Programs
H. Practice Facilitation
I. Optional Quality Improvement Activity

II. Scope of Work and Performance Expectations

The Grantee shall perform the scope of work and meet the performance expectation detailed in sections "A" through "H" below.

A. Project Manager

The Grantee shall identify a Project Manager and provide a copy of the Project Manager's résumé whenever a new Project Manager is hired. The Project Manager shall dedicate 100% of a full time equivalent position. The Project Manager will be the primary local contact responsible for overseeing all components of the grant agreement. The Project Manager will work collaboratively with the Blueprint leadership and participate in regularly scheduled state-wide Blueprint project activities and meetings including but not limited to:

- Monthly conference calls and quarterly in-person meetings of the project managers group.
- The Expansion Design and Evaluation Committee, the Payment Implementation Work Group, and the monthly interface call with Vermont Information Technology Leaders (VITL) and Covisint DocSite.

The project manager will develop project reports as set out under this agreement, and assure Health Service Area (HSA) participation in Blueprint for Health evaluation activities.

The project manager will lead the recruitment of area primary care (internal medicine, family practice and pediatric) practices to participate in the Blueprint for Health in the local HSA.

The project manager will complete and update the project management data, including but not limited to insurance rosters and Advanced Primary Care Practice (APCP) status rosters for practices in the HSA.

The project manager will organize and convene stakeholder planning and advisory groups.

Grant Deliverable

I. Identified project manager with organizational support to dedicate at least 100% FTE to Blueprint project activities. Should this deliverable not be met by the end of the first month of the grant term or within 30 days if a vacancy occurs during the grant term, the Grantee will be required to meet with State Blueprint Staff to identify a corrective action plan before any further related grant activity may commence. Should the Grantee and the State not be able to agree to a corrective action plan within 30 business days the grant will be subject to cancellation.

B. Stakeholder Planning and Advisory Groups

Local implementation of the Blueprint for Health requires the participation of a wide array of community partners and stakeholders to develop community health team(s), to coordinate the interface with the Health Information Exchange and the Covisint DocSite Central Registry, and to support the development of a learning health system. The Grantee shall convene, lead, and provide staffing support for stakeholder planning and advisory group(s) as needed for the following activities.

B.1. Community Health Team

The Grantee shall convene an advisory group for ongoing planning, development and expansion of Community Health Teams(s), which shall be representative of the local community health and human services organizations and stakeholders. Invitees to these groups should include, but are not limited to:

- All area primary care practices, including non-hospital or parent organization–owned, community/independent practices
- hospital administrators and staff
- clinical and IT leadership
- medical and non-medical providers from community service organizations
- the area designated mental health and substance abuse agency [insert name] and area behavioral health providers
- public health leadership from Vermont Department of Health (VDH) local district offices
- Agency of Human Services (AHS) field services director
- Consumer/patient representative(s)
- Children's Integrated Services (CIS)
- Enhanced Family Services (EFS)
- Vermont Chronic Care Initiative Coordinator(s)
- Designated Regional Housing Organization (DRHO)

The advisory group shall advise on the initial development of the community health team, on the expansion of the team or teams, and provide feedback and support to the ongoing operations of the community health team(s).

The Grantee will develop a clinical operations group comprised of representatives from organizations responsible for the direct provision and coordination of care for patients seen in the participating practices. The clinical operations group should include but is not limited to the participating primary care practices, the Vermont Chronic Care Initiative nurse/case manager, the Support and Services at Home (SASH) coordinator(s), and other service-providing organizations such as the local home health and mental & substance abuse agencies..

B.2. Health Information Technology

The Grantee shall convene any necessary planning and advisory groups for the development of the health information technology interfaces. These interfaces include individual practice interfaces with the State Health Information Exchange and/or practice connection directly to the Covisint DocSite central registry.

Grant Deliverables

II. CHT Implementation Plan, including but not limited to a summary of advisory group membership, clinical operations group membership, staff titles and credentials, number of full time equivalents supported by Blueprint payer funding, participating practices, referral protocols and plans for expansion.

III. Using the Blueprint HSA Quarterly Reporting Template provided by the State, the Grantee will report on the status and progress of IT implementation in the HSA. The template can be found at http://dvha.vermont.gov/administration/blueprint-hsa-implementation-materials

C. Advanced Primary Care Practices (APCP)

The intent of the Vermont General Assembly expressed in Act 128 (2010) is to expand the Blueprint for Health to all *willing* primary care providers by October 2013. To support the implementation of this intent, the Grantee shall meet with all primary care practices in the HSA in order to introduce the Blueprint for Health, make an initial assessment of what they may need to become advanced primary care practices recognized through the National Committee for Quality Assurance (NCQA) Physician Practice Connections – Patient-Centered Medical Homes (PPC-PCMH) standards, and encourage their participation in the Blueprint for Health and learning health system activities. In addition, the project manager will monitor the progress of each primary care practice's work towards NCQA PPC-PCMH recognition by regular meetings with the practices and, if assigned, Blueprint practice facilitators.

Grant Deliverables

IV. Updated demographic roster of all Health Services Area primary care (family medicine, internal medicine, and pediatric) practices within one month of the execution of this grant agreement.

V. Following consultation with potential APCPs, a proposed 24 month schedule (October 2011 – September 2013) for initial scoring and rescoring for those practices that wish to participate in the Blueprint for Health. The proposed schedule is due by January 15, 2012 and must be updated as needed.

D. Community Health Teams (CHT)

D.1. Core Community Health Team

The Grantee shall plan, implement and oversee the area Community Health Teams(s) designed to support participating primary care practices and to improve the health of the region's population. This work is to be

undertaken in collaboration with a wide array of community service partners and stakeholders as described in "B" above. The Grantee shall provide organizational support for the operations of the Community Health Teams including recruitment, hiring, ongoing mentoring and supervision of team members and the team leader.

The Grantee shall develop an CHT Implementation Plan in consultation with the stakeholder advisory group (B above) and provide this in writing to the Blueprint Associate Director.

Upon approval of the Blueprint Associate Director of the CHT Implementation Plan, the Grantee will continue to either directly hire or subcontract for the Community Health Team members based on the CHT Implementation Plan as approved. If the Grantee is subcontracting, a letter describing the work plan and budget of the sub-award must be approved by Blueprint leadership and filed with the State's Business Office. The core CHT team is funded through the CHT payments from the public and commercial payers as delineated in the Integrated Health Services Program Memorandum of Understanding (MOU) between the Blueprint for Health and the Payers, effective July 1, 2011. The MOU also details how funding for the core Community Health Team is scaled to the patient enrollment in participating Blueprint Practices. This MOU can be found at http://dvha.vermont.gov/administration/final-signed.pdf.

D.2. Extended Community Health Team: Coordination of Care

Support and Services at Home (SASH)

Under the Medicare Advanced Primary Care Practice Demonstration Project, Medicare is supporting the development of Support and Services at Home (SASH) program as part of the Blueprint Community Health Teams. The Grantee shall coordinate the operations of the Community Health Team(s) with the SASH program and shall develop a strong collaborative relationship between the CHT and the SASH teams in the Grantee's Health Service Area. SASH teams are intended to supplement core CHT functions by providing intensive, multi-disciplinary, team-based non-medical wellness and coordination of care support to Medicare beneficiaries in Vermont who are at risk for poor health outcomes and high health care costs. Central Vermont Community Land Trust is the Designated Regional Housing Organization for local administration of the SASH program.

The objectives of the collaborative relationship will be to establish:

- An understanding of the respective roles of the CHT and SASH Teams
- Clear methods of communication between the CHT and SASH Teams; processes to support integration of the CHT and SASH Teams (including a reciprocal referral process)
- Well coordinated services for participants.

The Vermont Chronic Care Initiative

The Vermont Medicaid program supports statewide implementation of the Vermont Chronic Care Initiative (VCCI). The VCCI provides clinical case management and support services to the most high cost Medicaid beneficiaries in order to better manage their health care. The Grantee shall coordinate the operations of the Community Health Team(s) with the VCCI program and shall develop a strong collaborative relationship between the CHT and the VCCI coordinator(s) in Grantee's HSA. The Vermont Chronic Care Coordinators are intended to supplement core CHT functions by providing intensive case management to the most high cost Medicaid beneficiaries.

The objectives of the collaborative relationship will be to establish:

- an understanding of the respective roles of the CHT and the VCCI
- clear methods of communication between the CHT and the VCCI
- processes to support integration of the CHT and VCCI (including a reciprocal referral process)
- well coordinated services for participants.

D.3. Functional Team: Interface with area health and human services providers

The Blueprint Core Community Health Team is a unique interdisciplinary team designed to support the general population served by participating primary care practices. The CHT shall help to assure coordination of care with other area health and human services providers and to assure that services are efficiently rendered and not duplicated. The Grantee shall coordinate the operations of the CHT(s) with key local health and human services organizations and shall develop a strong collaborative relationship between the CHT and these organizations in the Grantee's Health Service Area. This includes but is not limited to home health agency; designated mental health and substance abuse agency; Children's Integrated Services (CIS) and Enhanced Family Services (EFS).

The objectives of the collaborative relationship will be to establish:

- an understanding of the respective roles of the CHT and other service providers
- clear methods of communication between the CHT and these providers
- processes to support well-coordinated services for participants (including a reciprocal referral process).

Grant Deliverables

VI. Copies of the Grantee's letters of hire or subcontractor agreements for the CHT Core Team members.

VII. Coordination and referral protocols between the Core CHT and the SASH Program, the VCCI; home health agency; designated mental health and substance abuse agency; and other area service providers.

E. Health Information Interface with State Health Information Exchange and Covisint DocSite Registry

The Grantee shall support the implementation of Health Information Technology (HIT) architecture in the Health Services Area. The goal is an architecture that allows clinicians to use the clinical tracking system of their choices (e.g. EMR, registry) for patient care, care coordination, population management, and performance reporting, while populating the Blueprint registry with core data elements. The registry is available to participating practices and Community Health Teams to support: individual patient care; population management and outreach; performance reporting; and quality improvement efforts.

The Grantee shall work closely with the VITL and the Blueprint Registry vendor (Covisint DocSite) to establish linkages and data transmission between the participating practices, and with the community health team to optimize the use of guideline-based data elements, to support patient care, outreach, panel management and the project evaluation activities. The Grantee shall request Covisint DocSite staff support as needed for mapping the Blueprint core data dictionary elements with the locally used Electronic Medical Records systems of participating practices. The Grantee will assure that the necessary business associates agreements with VITL/Vermont Health Information Exchange and Covisint DocSite and the practices are in place.

The Grantee shall provide participating practices with data entry support for initial population of the Covisint DocSite central registry or for mapping to the Health Information Exchange from practice electronic medical records.

Grant Deliverables

VIII. Using the template provided by the State, a quarterly log of written work requests on behalf of the enrolling and participating practices to VITL and Covisint DocSite.

F. Administration of Blueprint Payment Processes

The Grantee shall provide administrative and fiscal support services to assure timely and accurate development of: provider and practice rosters for payments, invoices to payers for Community Health Team funding, and general accounting of funds received under this agreement. The Grantee shall also participate in meetings as requested by the State.

Enhanced payments under the Blueprint model include:

- Per Person Per Month (PPPM) payments from all participating payers to practices that have been recognized as patient-centered medical homes,
- CHT payments from all participating payers to support core CHT functions, and
- CHT payments from Medicare to support the SASH program.

Detailed information on providers, practices and CHT administrative entities is required by commercial and public payers in order to implement these enhanced payments. The State shall provide forms requesting required information to project managers according to the following schedule:

a. The State shall provide forms requiring practice-level patient numbers to determine CHT scaling on a quarterly basis, on or near the first of March, June, September and December. Such forms shall also require information regarding CHT staffing, other expenditures, and services provided. Grantee shall accurately complete these forms within ten business days of receipt.

b. The State shall provide practice and provider payment rosters for practices undergoing initial NCQA patient-centered medical home recognition approximately two and one half months prior to the anticipated scoring date. Grantee shall accurately complete these forms within fifteen business days of receipt.

The Grantee shall report practice changes (e.g. – provider changes) to the State and all payers (with the exception of Medicare) as they occur.

The State reserves the right to require the Grantee to provide additional payment-related information, or to require that the information described in this section be provided according to a different schedule.

Grant Deliverables

IX. The Grantee shall accurately complete CHT quarterly reporting forms regarding the number of total unique Vermont patients for each practice within ten business days of receipt. If the Grantee is unable to obtain this information from a practice that is not affiliated with the Grantee within ten business days, after making at least 3 attempts, the Grantee will notify the Blueprint Associate Director so that the Blueprint can contact the practice.

X. The Grantee shall accurately complete practice and provider rosters within fifteen business days of receipt. If the Grantee is unable to obtain this information from a practice that is not affiliated with the Grantee within fifteen business days, after making at least 3 attempts, the Grantee will notify the Blueprint Associate Director so that the Blueprint can contact the practice.

XI. The Grantee shall report practice changes (e.g. – provider changes) to the State and all payers (with the exception of Medicare) as they occur and as the Grantee is informed of the changes.

G. Community-Based Self-Management Programs

The objective of Blueprint community-based self-management programs is to provide a coordinated approach to patient self-management support. Ideally, advanced primary care practices use a variety of mechanisms to work with their patients to establish goals and provide messages and strategies for self-management. That work is reinforced when CHTs provide self-management counseling and education to patients with complex needs. For those patients who wish to participate in specialized group programs, the Blueprint supports Healthier Living Workshops and Tobacco Cessation programs.

G.1. Healthier Living Workshops (HLW)

The Grantee shall oversee local planning, participant recruitment and implementation of Healthier Living Workshops. The Grantee shall assure the retention of certified course leaders to lead the workshops. The Grantee will provide reports on the workshops as required below and will participate in the statewide evaluation of the Blueprint Self Management programs.

In order to be recognized for payment, each Healthier Living Workshops should have enough registrants to facilitate successful workshop activities and should have at least a 70% retention rate of participants.

During this grant period the Grantee shall implement:
2 Healthier Living Workshops – Chronic Disease, Diabetes or Pain during the grant time period.

The Grantee shall ensure that all workshops will be led by a leader meeting the following criteria:

- Initially trained by a Stanford Chronic Disease Self-Management Program (CDSMP)-recognized master trainer
- Audited during the first workshop they led in any new program and then at least once every two years by a Blueprint leadership-approved auditor
- Led at least one workshop annually for each program in which they are certified
- Attended a leader refresher at least once every 2 years.

The Grantee shall ensure that the regional coordinator reviews workshop evaluations with every leader pair following each workshop and makes a plan for improvements.

<u>HLW Reporting Requirements:</u>
The Grantee shall complete and submit all data and paperwork to the Healthier Living Workshop Statewide Coordinator within the timeframes specified:

- Workshop scheduling forms are due electronically as soon as a workshop is scheduled.
- Notify the State of any workshop that is cancelled and why it is cancelled, as soon as possible.
- The initial attendance sheet with registration information and first session attendance and hard copy Patient Activation Measure Survey (PAM) are due no later than 5 business days after the first of the six sessions in a Healthier Living Workshop.
- Completed final attendance forms and Healthier Living Workshop Evaluation Forms are due no later than 5 business days after the last of the six sessions in a Healthier Living Workshop.

G.2. Tobacco Cessation Performance Expectations:

a. The Grantee shall implement 6 Freshstart Workshops during the grant period.

b. The Grantee shall ensure that all workshops are led by a leader meeting the following criteria:

Training/Supervision:

- Certified through a recognized program as a tobacco treatment specialist (TTS), completed the online Freshstart Training and participated in the 1 day Freshstart Group Training

Or

- Working with a TTS, completed the University of Massachusetts basic online training, participated in the completed the online Freshstart Training and participated in the 1 day Freshstart Group Training
- Audited during the first workshop they lead and then at least once every two years
- Lead at least two workshops annually
- Attend 3 of 4 telephonic education sessions annually.

c. The Grantee shall ensure that by October 2012 the Upper Valley HSA has at least one person providing support to the tobacco cessation group program who is certified as tobacco treatment specialist (TTS) by an accepted training program. A list of accepted training programs is available through the Vermont Department of Health.

Tobacco Cessation Reporting Requirements:
The Grantee shall enter all enrollment (within one day of enrolling), registration (within 5 business days of the first of the 4 sessions), and attendance (within 5 business days of the last of the 4 sessions) information in the tobacco cessation database.

H. Quality Improvement Activity

During the grant period the project manager will propose and upon approval will implement a quality improvement project to solicit feedback from community stakeholders and organizations about the effectiveness of the community health team planning process or community health team operations (evaluation phase). The project may involve focus groups, key informant interviews, and or a survey.

Upon conclusion of the evaluation phase the project manager will present a plan with timelines and milestones for implementing changes based on the feedback received to improve Community Health Team planning and operations (implementation phase).

III. Reporting Requirements

Section A: Project Manager

- Project manager's resume, if new project manager is hired during the grant term.
- Quarterly project report received by the 15th of the month beginning the next quarter (January 15, 2012 for the period Oct – Dec 2011).

Section B: Stakeholder and Advisory Groups

- CHT Implementation Plan due by December 15, 2011 and reviewed quarterly thereafter (grant deliverable II).

Section C: Advanced Primary Care Practices

- Updated demographic roster of all Health Service Area primary care (family medicine, internal medicine, and pediatric) practices within one month of the execution of this grant agreement (grant deliverable IV).
- APCP recognition schedule that covers 24 months (grant deliverable V).

Section D: CHT Activities

- Prior to the development of the Community Health Team Module in Covisint DocSite, the Grantee shall include the following data on the Community Health Team(s) in the quarterly reports:
  - CHT members by title and credential, and % of full time equivalent effort supported by Blueprint Payer funding.
  - Number of referrals to the team and reason for referral.
  - Number of unique patients served by the team by referral reason.
  - Number of face-to-face and phone contacts by referral reason served by the team.
  - A description of the how the team members' services are allocated to the participating practices.
  - A description of the panel management and outreach activities undertaken by the team during the quarter.
- When the CHT reporting module becomes available in Covisint DocSite or is mapped to practice electronic medical records, the Grantee shall ensure that all required data elements are entered (via interface or directly).
- New or updated copies of the Grantee's letters of hire or subcontractor agreements for the CHT Core Team members (grant deliverable VI).
- New or revised service coordination / referral protocols (grant deliverable VII).

Section E: HIT Activities

To be included in the quarterly project manager's report:

- Using the template provided by the State, a quarterly log of written work requests on behalf of the enrolling and participating practices to VITL and Covisint DocSite (grant deliverable VIII).
- Using the quarterly reporting template provided by the State, the Grantee will report on the status and progress of IT implementation in the HSA. (grant deliverable III).

Section F: Administration and Payment Processes

- The Grantee shall accurately complete quarterly forms regarding the number of total unique Vermont patients for each practice within ten business days of receipt (grant deliverable IX).
- The Grantee shall accurately complete practice and provider rosters within fifteen business days of receipt (grant deliverable X).
- The Grantee shall report practice changes (e.g. – provider changes) to the State and all payers (with the exception of Medicare) as they occur (grant deliverable XI).

Section G: Community Based Self-management Programs

Healthier Living Workshops:

- Workshop scheduling forms are due electronically as soon as a workshop is scheduled.
- Notify the State of any workshop that is cancelled and why it is cancelled, as soon as possible.
- The initial attendance sheet with registration information and first session attendance and hard copy PAM are due no later than 5 business days after the first of the six sessions in a Healthier Living Workshop.
- Completed final attendance forms and Healthier Living Workshop Evaluation Forms are due no later than 5 business days after the last of the six sessions in a Healthier Living Workshop.

Tobacco Cessation:

- The grantee shall enter all enrollment (within one day of enrolling), registration (within 5 business days of the first of the four sessions), and attendance (within 5 business days of the last of the four sessions) information in the tobacco cessation database.

ATTACHMENT B
PAYMENT PROVISIONS

The maximum dollar amount payable under this agreement is not intended as any form of a guaranteed amount. The State agrees to compensate the Grantee for services performed up to the maximum amounts stated below provided such services are within the scope of the grant and are authorized as provided for under the terms and conditions of this grant. The payment schedule for delivered products, or rates for services performed, and any additional reimbursements, are included in this attachment. The following provisions specifying payments are:

Project Management

The Grantee shall invoice the State monthly up to the sum of $6,285.71 from October 1 through June 30, 2012 and $3,142.86 from July 1 through September 30, 2012 for project activities A-F based on expenses incurred and completion of grant deliverables.

In addition to the monthly payments, milestone payments of up to $4,000, for which the Grantee can invoice the state, will be paid as follows:

- With the November 2011 monthly invoice, documentation of grant deliverables I (project manager) and IV (updated demographic practices roster): $1,250.00.
- By January 15, 2012, documentation of grant deliverable V (24-month schedule for practice NCQA scoring and rescoring) and the first quarter report: $1,250.00.
- By April 15, 2012, documentation of the second quarter report: $750.00.
- By July 15, 2012, documentation of the third quarter report: $750.00.

Care Coordination

The Grantee shall invoice the State monthly $7,500 from October 2011 through June 2012 for care coordination.

Community Based Self-Management Programs

Healthier Living Workshops
The Grantee shall be paid:

- $1500 for each workshop with 10 or more registrants.
- $200 per participant that completes 4 or more sessions.

Tobacco Cessation Freshstart Workshops
The Grantee shall be paid:

- $300 for each workshop with 5 or more registrants (those who complete a Vermont Quit Network Intake and select enrolling in Quit in Person Group as their optional service, but do not necessarily attend).
- $140 for each person who completes 3 or more sessions.

Payment for community based self-management programs will only be issued after all data and paperwork for a workshop is received by the state. The Grantee will be paid up to the maximum amount allocated under Self-Management Programs contained in the included budget.

Incentives

Optional Quality Improvement Activity

The State will pay the Grantee up to $5,000 for the quality improvement activity (Section I) based on receipt of an approved quality improvement plan. This activity may be invoiced at any time.

Healthier Living Workshops

State will issue payment only after all data and paperwork for a workshop is received by State. An incentive of $1,500 will be given to the Grantee for completing the total number of workshops (chronic disease and pain) outlined in the grant with at least 75% of the registrants completing 4 or more sessions for each workshop.

Tobacco Cessation Freshstart Workshops

An incentive of $1,500 will be given to the Grantee for completing the total number of Freshstart workshops outlined in the grant with 75% of registrants completing 3 or more sessions for each workshop.

A final financial report (Attachment H) will be due no later than 30 days after the end date of the Grant. The final financial report will report actual approved expenditures against payments received.

All reports related to this grant should be submitted in electronic format. Reports should reference this grant number and be submitted to:

Lisa Dulsky Watkins MD
Department of Vermont Health Access
312 Hurricane Lane
Suite 201
Williston, Vermont 05495-2806
Lisa.Watkins@ahs.state.vt.us

An electronic copy of all reports and a **hard copy of invoices with original signature** should be sent to:

Jason Elledge
Department of Vermont Health Access
312 Hurricane Lane
Suite 201
Williston, Vermont 05495-2806
Jason.Elledge@ahs.state.vt.us

The state reserves the right to withhold part or all of the grant funds if the state does not receive timely documentation of the successful completion of grant deliverables. Remaining unspent funds at the end of the grant year can be formally requested to be rolled over into the subsequent year by contacting both contacts above. This carryover of funds will be awarded through a grant amendment or the following year's new grant award.

Approved Budget:

Project Management	$70,000
Care Coordination	$60,000
HIT Data Entry	$5,000
Self-Management Programs	$12,400
Program Budget Total	$147,400
HLW Incentive	$1,500
Tobacco Cessation Incentive	$1,500
QI Activity [optional]	$5,000
Potential Incentives Total	$8,000
Total	$155,400

ATTACHMENT C
CUSTOMARY PROVISIONS FOR CONTRACTS AND GRANTS

1. **Entire Agreement.** This Agreement, whether in the form of a Contract, State Funded Grant, or Federally Funded Grant, represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect.

2. **Applicable Law.** This Agreement will be governed by the laws of the State of Vermont.

3. **Definitions:** For purposes of this Attachment, "Party" shall mean the Contractor, Grantee or Subrecipient, with whom the State of Vermont is executing this Agreement and consistent with the form of the Agreement.

4. **Appropriations:** If appropriations are insufficient to support this Agreement, the State may cancel on a date agreed to by the parties or upon the expiration or reduction of existing appropriation authority. In the case that this Agreement is funded in whole or in part by federal or other non-State funds, and in the event those funds become unavailable or reduced, the State may suspend or cancel this Agreement immediately, and the State shall have no obligation to fund this Agreement from State revenues.

5. **No Employee Benefits For Party:** The Party understands that the State will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation or sick leave, workers compensation or other benefits or services available to State employees, nor will the state withhold any state or federal taxes except as required under applicable tax laws, which shall be determined in advance of execution of the Agreement. The Party understands that all tax returns required by the Internal Revenue Code and the State of Vermont, including but not limited to income, withholding, sales and use, and rooms and meals, must be filed by the Party, and information as to Agreement income will be provided by the State of Vermont to the Internal Revenue Service and the Vermont Department of Taxes.

6. **Independence, Liability:** The Party will act in an independent capacity and not as officers or employees of the State.

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

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

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

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

for the Party's operations. These are solely minimums that have been established to protect the interests of the State.

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

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

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

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

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

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

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

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

Professional Liability: Before commencing work on this Agreement and throughout the term of this Agreement, the Party shall procure and maintain professional liability insurance for any and all services performed under this Agreement, with minimum coverage of $1,000,000 per occurrence, and $1,000,000 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, and if this Subrecipient expends $500,000 or more in federal assistance during its fiscal year, the Subrecipient is required to have a single audit conducted in accordance with the Single Audit Act, except when it elects to have a program specific audit.

The Subrecipient may elect to have a program specific audit if it expends funds under only one federal program and the federal program's laws, regulating or grant agreements do not require a financial statement audit of the Party.

A Subrecipient is exempt if the Party expends less than $500,000 in total federal assistance in one year.

The Subrecipient will complete the Certification of Audit Requirement annually within 45 days after its fiscal year end. If a single audit is required, the sub-recipient will submit a copy of the audit report to the primary pass-through Party and any other pass-through Party that requests it within 9 months. If a single audit is not required, the Subrecipient will submit the Schedule of Federal Expenditures within 45 days. These forms will be mailed to the Subrecipient by the Department of Finance and Management near the end of its fiscal year. These forms are also available on the Finance & Management Web page at: http://finance.vermont.gov/forms

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

11. **Fair Employment Practices and Americans with Disabilities Act**: Party agrees to comply with the requirement of Title 21V.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.

    Party also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Party has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Party has no further legal recourse to contest the amounts due.

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

    a. is not under any obligation to pay child support; or

    b. is under such an obligation and is in good standing with respect to that obligation; or

c. has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan.

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

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

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

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

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

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

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

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 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 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.