DVHA Routing Form

Revision Date 5/1/12

Type of Agreement: **Grant** Agreement #: **03410-1180-14** Form of Agreement: **New** Amendment #:

Name of Recipient: **Vermont Businesses for Social Responsibility** Vendor #:

Program Manager : **Sean Sheehan** Phone #: **802-878-7952**

Agreement Manager: **Emily Trantum** Phone #: **802-879-5946**

Brief Explanation of Agreement: **Provide free in-person enrollment assistance for Vermont Health Connect to individuals and businesses in communities throughout Vermont.**

Start Date: **July 3, 2013** End Date: **June 30, 2013** Maximum Amount: **$200,000.00**

Amendments Only: Maximum Prior Amount: Percentage of Change:

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

Funding Source

ACA Exchange 93.525	**$200,000.00**		

Contents of Attached Packet

☐ AA-14
☒ Sole Source Memo
☐ Qualitative/Justification Memo
☒ Attachments A, B, C & F
☐ Attachment D - Modifications to C & F
☒ Attachment E - Business Associate Agreement
☒ Attachment G - Academic Research
☐ MOU
☐ Other:

Reviewer		Reviewer Initials	Date In	Date Out
DVHA Grant & Contract Administrator				
DVHA BO	**Jill Gould**	J.G.		
DVHA Commissioner or Designee	**Mark Larson, Commissioner**	M.L.		
AHS Attorney General	**Seth Steinzor, AAG**	S.S.		
Following Approvals for Contracts Only:				
AHS CIO				
AHS Central Office				
AHS Secretary				

Vision Account Codes:

☐ FFATA Entry ☐ Grant Tracking Module Vision PO #: Initials & Date: Approval & B/C:

1. **Parties:** This is a Grant Agreement for services between the State of Vermont, Department of Vermont Health Access (hereafter called "State"), and VBSR Research and Education Fund with a principal place of business at 255 South Champlain Street, Burlington, VT 05401(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:** The subject matter of this Grant Agreement is to provide free in-person enrollment assistance for Vermont Health Connect to individuals and businesses in communities across Vermont. 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 $200,000.

4. **Grant Term:** The effective date of this Grant Agreement shall be July 3, 2013 and end on June 30, 2014. The State and Grantee have the option of renewing this grant agreement for up to (2) one-year grant terms.

5. **Source of Funds:** State $ 200,000 Special $ 0 Federal $ 0

6. **Amendment:** No changes, modifications, or amendments in the terms and conditions of this grant shall be effective unless reduced to writing, numbered, and signed by the duly authorized representative of the State and Grantee.

7. **Cancellation:** This 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 grant are provided, is not in compliance with State and Federal law, the State may terminate this grant immediately and notify the Grantee accordingly. Also, in the event that federal funds supporting this grant become unavailable or are reduced, the State may cancel this grant with no obligation to pay the Grantee from State revenues.

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

	For the State	For the Grantee
Navigator Project Director:	Kelly Dougherty	Andrea Cohen
Phone #:	802-343-9519	802-862-8347
E-mail:	Kelly.dougherty@state.vt.us	andreac@vbsr.org
Financial:	Emily Trantum	
Phone #:	802-879-5946	
E-mail:	Emily.Trantum@state.vt.us	

9. **Fiscal Year:** Grantee's fiscal year starts on July 1st and ends on June 30th.

10. **Attachments:** This Grant consists of 21 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 E – Business Associate Agreement
    Attachment F – AHS Customary Grant Provisions

Attachment G – Navigator Conflict of Interest Framework

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 E – Business Associate Agreement
6. Attachment F – AHS Customary Grant Provisions
7. Attachment G – Navigator Conflict of Interest Framework

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

BY THE STATE OF VERMONT:

E-SIGNED by Mark Larson
on 2013-07-05 17:23:42 GMT

MARK LARSON, COMMISSIONER DATE
AHS/DVHA

BY THE GRANTEE:

E-SIGNED by Andrea Cohen
on 2013-07-05 15:28:09 GMT

ANDREA COHEN, EXECUTIVE DIRECTOR DATE
VERMONT BUSINESSES FOR SOCIAL RESPONSIBILITY
RESEARCH AND EDUCATION FUND

ATTACHMENT A
SCOPE OF WORK TO BE PERFORMED

Starting in October 2013, individuals, families and small businesses will use Vermont Health Connect to compare health plans side-by-side and find one that fits their needs and budget. Navigators will be available to sit down with Vermonters one-on-one to help them understand their health care options, compare health plan benefits and prices, and select a plan that fits their needs. Small businesses can also turn to Navigators for help in determining the best options for their business. The primary goals of the State's Vermont Health Connect Navigator Program are to:

1) Provide free in-person enrollment assistance to individuals and businesses in communities across Vermont;

2) Conduct outreach and education to individuals and businesses across Vermont to help them learn about Vermont Health Connect, how it relates to them, and the key timelines to make enrollment decisions; and

3) Fulfill all duties and criteria as determined by state and federal law.

In order to maximize Navigators' impact and ensure accountability, Navigators will be managed by entities selected by Vermont Health Connect to be "Navigator Organizations." By accepting this grant, the Grantee is attesting their intention to serve as a Navigator Organization.

1. Grantee's Duties and Criteria

- Assign qualified personnel to be trained and certified as Navigators by the State;
- Obtain a State of Vermont criminal conviction report on each selected Navigator and keep on file. If the prospective Navigator has not resided in the state of Vermont for the past five consecutive years, then an FBI criminal background check is required. Navigators may initiate employment with the grantee prior to the receipt of background check results by the Navigator organization. Continued employment of Navigators is contingent upon satisfactory results of the required criminal history reports;
- Manage and oversee Navigators;
- Ensure that only certified Navigators are providing enrollment assistance;
- Leverage connections with key target populations to boost the State's outreach efforts;
- Provide monthly status reports detailing engagement and enrollment efforts;
- Meet with the state on a quarterly basis; attend additional meetings either in person or by phone as requested by the state; and
- Manage State grant funding and compensation of Navigators, if applicable.

2. Navigator Duties and Criteria as determined by state and federal law

- Maintain expertise in eligibility, enrollment, and program specifications and conduct public education activities to raise awareness about the Exchange;
- Provide information and services in a fair, accurate and impartial manner; such information must acknowledge other health programs;
- Facilitate selection of a qualified health plan (QHP) and/or Medicaid, Dr. Dynasaur, and other public health benefit program;
- Provide referrals to any applicable office of health insurance consumer assistance or health insurance ombudsman established under section 2793 of the PHS Act, or any other appropriate State agency or

agencies, for any enrollee with a grievance, complaint, or question regarding their health plan, coverage, or a determination under such plan or coverage; and

- Provide information in a manner that is culturally and linguistically appropriate to the needs of the population being served by the Exchange, including individuals with limited English proficiency, and ensure accessibility and usability of Navigator tools and functions for individuals with disabilities in accordance with the Americans with Disabilities Act and section 504 of the Rehabilitation Act.

Management of Navigators
The Grantee's Executive Director will provide leadership and administrative oversight for the group. The Grantee will hire two certified contract-based Navigators. The Executive Director will provide direct supervision of the Navigators, including managing the grant funding and compensation for the two contract Navigators.

The State's Training Process and Requirements
As the Navigator certification criteria dictates, individuals designated to become Navigators by Grantee must complete the Navigator training program and pass an exam to demonstrate an understanding of the information taught in the training program. This is a two-step process:

1. Complete 24 hours of Navigator Training
2. Pass a written exam

The training program and exam will take place in the June/July timeframe and September 2013. Over time, new regulations and information pertaining to Vermont Health Connect may be released and it will be required of Navigators to be aware of those changes or updates. Pending how much new information is available, it is estimated that Navigators may be required to complete an additional 4-12 hours of training over the course of the year.

Evaluation of Navigator Organizations
Grantee will be responsible for monthly reporting to the State. Reports will detail progress against engagement and enrollment goals set in the grant agreement, assessment of Navigator and Navigator Organization activities, forecasting for upcoming months and recommendations for strategic adjustments if applicable. **The State will review reports on a monthly basis and evaluate Grantee on a quarterly basis.**

Upon execution of this grant the State will provide the Grantee with the required reporting forms. The Grantee shall be required to report the following data elements on a monthly basis.

<u>Outreach Activities</u>

- Number of outreach events by event type (e.g., meeting with community group, attendance at public event, social media, materials distribution, other)
- Number of individuals reached (e.g., number in attendance at community meeting, contacts at public event, followers/likes/friends on social media, amount of materials distributed)

<u>Enrollment Activities</u>

Enrollment Assistance Contacts - Individuals

- # of those assisted from target population
- # of those assisted not from target population
- # of those assisted by application outcome (complete, incomplete, unknown)
- # of applications by enrollment outcome (enrolled, not enrolled, unknown)

Enrollment Assistance Contacts – Small Businesses

- # of businesses assisted
- # of businesses assisted by coverage type (e.g., all carriers and plans, one carrier and all plans, unknown)
- Total number of employees represented by small business enrollment assistance contacts
- Total number of employees electing coverage

Qualitative Reporting

- Assessment of organization's progress toward outreach goals for the period; observations about most/least successful outreach and education activities during the reporting period
- Assessment of organization's progress against enrollment goals
- Barriers encountered during reporting report with respect to outreach and/or enrollment activities
- Observations about the type of enrollment assistance requested by individuals and/or businesses – e.g., type of assistance requested, at what point in the process individuals/businesses seek assistance, at what point they no longer need assistance
- Assessment/observations about length of time spent on each person/entity assisted with enrollment

Additionally, the Grantee shall attend quarterly Navigator Organization summits to share lessons learned, collaborate on strategies to address shared challenges, and provide feedback to the State.

Grantee Deliverables

1. Target Population and Enrollment:
   The Grantee's target population is small businesses throughout the State of Vermont. Each of the four partners has significant involvement with major components of the business community.
   Of these population groups, the Grantee and its partners will complete enrollments with 3000 businesses and 3000 individuals, 2000 of each group by 3/31/14, and 1000 of each group by 6/30/14.

2. Outreach and Education:
   The Grantee will reach a total of 18,000 individuals and 3,000 businesses throughout the grant cycle, 2,000 individuals and 700 businesses by 10/31/13, 5845 individuals and 1,000 businesses by 12/31/13, 5845 individuals and 1,000 businesses by 3/31/14 and 4345 individuals and 300 businesses by 6/30/14.

   Outreach efforts will include:
   - Disseminating materials and resources created by the State of Vermont
   - Ensuring that businesses will access the most up to date and accurate information available
   - Mobilize its extensive network, databases, and existing communications systems to link Vermont's small businesses to Vermont Health Connect
   - Convening a planning meeting to analyze existing data, to organize outreach opportunities, to list known group venues, to identify different audiences, and to strategize where gaps exist in reaching businesses and individuals
   - Develop an electronic, social media strategy using Facebook, Twitter, and Linked In
   - Host in-person education events and networking events throughout the state, including the fall and spring conferences already in place that attract over 600 attendees and other conferences sponsored by the Grantee's partners

3. Between July-through-September activities, the Grantee will engage a network of potential enrollees by:
    - Maintaining a presence at five or more existing events or festivals;
    - Meeting one-on-one with relevant organizations that serve the designated population that will require enrollment support;
    - Coordinating with overlapping Navigator organizations to avoid duplication of effort;
    - Identifying locations and dates for Vermont Health Connect presentations to the communities they serve; and,
    - Placing existing Vermont Health Connect materials in physical and online venues that their target population frequents.

The Grantee shall share detailed plans for the outreach and engagement listed above with State's Navigator Project Director – both verbally and through online tools as directed by the Project Director. The Grantee shall adhere to the Project Director's guidance regarding public communication, coordination with other Navigator organizations, and necessary adjustments to outreach and enrollment efforts.

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. State of Vermont payment terms are Net 00 days from date of invoice; payments against this grant 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. The Grantee shall invoice the State monthly, for actual expenditures to date, in a total annual amount not to exceed the total grant amount of $200,000 for project management activities, technology, equipment, travel, and any other approved grant expenses incurred and specified in Attachment A. Invoices must be itemized according to the budget categories reflected in the Grantee's budget found on page 8 of this document. Payment is contingent upon review and acceptance of deliverables by the State. The Grantee shall perform services specified in Attachment A through the full term agreed to in this grant agreement.

2. The Grantee shall hold receipts and documentation on file for all grant expenditures and make documentation available upon request by the State. Mileage expense for use of personal vehicles and meal expense will be reimbursed at the current State rate. All travel expenses must be in compliance with State of Vermont Administrative Bulletin 3.4.

3. By the 15th of each month, the Grantee shall submit Monthly Reporting Forms for this grant in electronic format. Reports shall reference this grant number and be sent to:

Kelly Dougherty, Project Director

By the 15th of each month, the Grantee shall submit a hard copy of invoices with original signature to:

Emily Trantum, Contracts and Grants Administrator
Department of Vermont Health Access
312 Hurricane Lane Suite 201
Williston, Vermont 05495-2806

4. A final invoice will be due no later than 30 days after the end date of the grant. The final invoice will report actual approved expenditures against payments received within 30 days of the end of the grant.

5. 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. The State also reserves the right to withhold part or all of the grant funds if the Grantee fails to adhere to the Project Director's guidance regarding public communication, coordination with other Navigator organizations, and necessary adjustments to outreach and enrollment efforts.

Grant Budget for 7/1/2013 - 6/30/14		
Category		**Total Cost**
Project Management		**$ 106,050.00**
Navigator & Non-Navigator	**$ 106,050.00**	
Travel		**$ 21,000.00**
Mileage & Other Expenses	**$ 21,000.00**	
Administration & Other		**$ 72,950.00**
Outreach	**$ 72,950.00**	
TOTAL GRANT AMOUNT		**$ 200,000.00**

Variance of the line item amounts with in the budget shall not exceed 10% and not exceed the maximum grant award amount without prior written approval from State. Written requests for such approvals must first be submitted by the Grantee prior to the expenditure of funds in excess of the above budgeted line items.

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 ***$*** ____ ***N/A*** _____ per occurrence, and ***$*** ____ ***N/A*** _____ 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.

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. The Subrecipient Annual Report is required to be submitted within 45 days, whether or not a single audit is required.

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

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

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

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

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

b. is under such an obligation and is in good standing with respect to that obligation; or
c. has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan.

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

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

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

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

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

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

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

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

ATTACHMENT E
BUSINESS PARTNER AGREEMENT

This Business Partner Agreement ("Agreement") is entered into by and between **the State of Vermont, Agency of Human Services operating by and through its Department of Vermont Health Access** ("DVHA") and **Vermont Businesses for Social Responsibility Research and Education Fund** ("Business Partner") as of **July 1, 2013** ("Effective Date"). This Agreement supplements and is made a part of the Grant to which it is attached.

DVHA and Business Partner ("the Parties") agree to comply with the terms of this Agreement and the standards promulgated under the Patient Protection and Affordable Care Act of 2010 (Public Law 111-148) as amended by the Health Care and Education Reconciliation Act (Public Law 111-152), and referred to collectively as the Affordable Care Act (ACA), and 45 CFR §155.260, "Privacy and security of personally identifiable information." Business Partner information that constitutes protected health information (PHI) may have additional standards to which the Business Partner must adhere, which would be set out in a separate agreement.

1. **Definitions** All capitalized terms in this Agreement have the meanings identified in this Agreement and 45 CFR Part 155, "Exchange Establishment Standards and Other Related Standards Under the Affordable Care Act."

   1.1 The term "**Services**" includes all work performed by the Business Partner for or on behalf of DVHA that requires the access, collection, use and/or disclosure of personally identifiable information (PII).
   1.2 The term "**PII**" refers to personally identifiable information in any medium, including electronic, which can be used to distinguish or trace an individual's identity, such as his/her name, social security number, biometric records, etc., either alone or when combined with other personal or identifying information that is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name.
   1.3 The term "**Minimum Functions**" includes all work performed (or Granted to be performed) pursuant to subparts D, E, H, and K of 45 CFR 155, if such work requires the Business Partner to create, collect, use, or disclose PII.
   1.4 The term "**Agreement**" refers to this Business Partner Agreement, which details the privacy and security requirements that the Parties must adhere to.
   1.5 The term "**Individual**" includes applicants, enrollees, and qualified individuals applying for coverage at the Vermont Health Insurance Exchange or Medicaid Agency.
   1.6 The term "**Breach**" means the loss of control, compromise, and unauthorized disclosure, acquisition, access, or use, and any similar term referring to situations where: (a) PII is used for an unauthorized purpose, or (b) persons other than authorized users have access or potential access to PII.

2. **Authorized Uses/Disclosures of PII**

   2.1 Except as limited in this Agreement, Business Partner may only create, collect, use or disclose PII to the extent necessary to perform Services specified in the underlying Grant with DVHA. In the course of providing Services, Business Partner shall not use or disclose PII in any manner that would constitute a violation of 45 CFR §155.260 if used or disclosed by DVHA.

   2.2 Business Partner may make PII available to its employees who need access to perform Services and/or Minimum Functions, provided that Business Partner makes such employees aware of the creation, collection, use and disclosure restrictions in this Agreement and binds them to comply with such restrictions. Business Partner must also require workforce compliance with 45 CFR §155.260 when employees create, collect, use, or disclose PII in the course of providing Services

3. **Privacy Requirements** Uses and disclosures of PII to carry out the Services identified in the Grant must be of the minimum amount of PII necessary to perform the services. Business Partner may not create, collect, use or disclose PII gathered for the purposes listed in 45 CFR §155.260(a)(1) while performing Minimum Functions unless the creation, collection, use or disclosure is consistent with the written policies and procedures identified by the State in accordance with 45 CFR §155.260. In addition, Business Partner must ensure workforce compliance with these policies and procedures

4. **Security Safeguard Requirements**

Business Partner shall implement and use appropriate safeguards to prevent the use or disclosure of PII except as provided for by this Agreement, an Interconnection Security Agreement, if applicable, and as set forth in 45 CFR 155.260(a)(3)(vii) and (4).

5. **Documenting and Reporting Breaches**

Business Partner shall report to DVHA any Breach of PII as soon as it (or any of its employees or agents) becomes aware of such Breach, and in no case later than three (3) business days after it (or any of its employees or agents) become aware of the Breach. If DVHA determines that a Breach of PII occurred for which one of Business Partner's employees or agents was responsible, upon its request, Business Partner shall provide notice to the individual(s) whose PII was the subject of the Breach. When requested to provide notice, Business Partner shall consult with DVHA about the timeliness, content and method of notice, and shall receive DVHA's approval concerning these elements. The cost of notice and related remedies shall be borne by Business Partner.

6. **Mitigation and Corrective Action Requirements** Business Partner shall mitigate, to the extent practicable, any harmful effect that is known to it of a Breach of PII. Business Partner shall draft and carry out a plan of corrective action to address any incident of impermissible collection, use or disclosure of PII, subject to DVHA's prior review and written approval.

7. **Requirements for Agreements with Third Parties** Business Partner may only disclose PII to its agents, including subcontractors, for the purposes authorized by this Agreement. Business Partner shall ensure that any agent (including any subcontractor) to whom it provides PII received from DVHA or created or received by Business Partner on behalf of DVHA agrees in a written agreement to the same PII restrictions and conditions that apply through this Agreement to Business Partner. Business Partner must enter into the written agreement and obtain the prior written consent of DVHA before any use or disclosure of PII to such agent. The written agreement must identify DVHA as a direct and intended third party beneficiary with the right to enforce any Breach of the agreement concerning the use or disclosure of PII. Business Partner shall provide a copy of the signed agreement to DVHA upon request.

8. **Termination**

8.1 This Agreement commences on the Effective Date and shall remain in effect until terminated by DVHA or until all of the PII provided by DVHA to Business Partner or created or received by Business Partner on behalf of DVHA is destroyed or returned to DVHA subject to Section 9.

8.2 If Business Partner breaches any material term of this Agreement, DVHA, without liability or penalty, may either: (a) provide in writing an opportunity and time frame for Business Partner to cure the breach and terminate the Grant if Business Partner fails to cure; or (b) immediately terminate the Grant if DVHA believes that cure is not reasonably possible. DVHA has the right to seek to cure any breach by Business Partner and this right, regardless of whether DVHA cures such breach, does not lessen any right or remedy available to DVHA at law, in equity, or under the Grant, nor does it lessen Business Partner's responsibility for such breach or its duty to cure such breach.

9. **Responsibility for the Return/Destruction of PII**

9.1 Business Partner, in connection with the expiration or termination of the Grant, shall return or destroy, at the discretion of DVHA, all PII received from DVHA or created or received by Business Partner on behalf of DVHA pursuant to the Grant that Business Partner still maintains within thirty (30) days after such expiration or termination. Business Partner shall not retain any copies of the PII. Within the thirty (30) day period, Business Partner shall certify in writing to DVHA that (1) all PII has been returned or destroyed, and (2) Business Partner does not continue to maintain any PII.

9.2 Business Partner shall provide to DVHA notification of any conditions that Business Partner believes make the return or destruction of PII infeasible. If DVHA agrees that return or destruction is infeasible, Business Partner shall extend the protections of this Agreement to such PII and limit further uses and disclosures of

such PII to those conditions that make the return or destruction infeasible for so long as Business Partner maintains such PII.

10. **Penalties** Business Partner understands that it may be subject to a civil penalty, in addition to other penalties that may be prescribed by law, resulting from the improper creation, collection, use or disclosure of PII. In addition, violations of this Agreement may result in notification by DVHA to law enforcement officials and regulatory, accreditation, and licensure organizations.

11. Training Business Partner shall participate in training regarding the use, confidentiality, and security of PII at DVHA's request.

12. **Miscellaneous**

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

12.2Business Partner shall cooperate with DVHA to amend this Agreement from time to time as is necessary for DVHA to comply with 45 CFR §155.260 or any other standards promulgated under the ACA.

12.3Any ambiguity in this Agreement shall be resolved to permit DVHA to comply with 45 CFR §155.260, or any other standards promulgated under the ACA.

12.4In addition to applicable Vermont law, the parties shall rely on applicable federal law (e.g., the ACA) in construing the meaning and effect of this Agreement.

12.5As between Business Partner and DVHA, DVHA owns all PII provided by DVHA to Business Partner or created or received by Business Partner on behalf of DVHA.

12.6 The provisions of this Agreement that by their terms encompass continuing rights or responsibilities shall survive the expiration or termination of this Agreement.

(Rev: 6/4/13)

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.

ATTACHMENT G

1. Navigator and Navigator Organization Conduct

1.1. Subrecipient agrees that it and the Navigators employed by it are not and shall not at any time during the period of this Agreement:

1.1.1. Be a health insurance issuer

1.1.2. Be a subsidiary of a health insurance issuer

1.1.3. Be an association that includes members of, or lobbies on behalf of, the insurance industry; or

1.1.4. Receive any consideration directly or indirectly from any health insurance or stop loss insurance issuer in connection with the enrollment of any individuals or employees in a QHP [qualified health plan] or non-QHP [qualified health plan]. "Indirect" consideration includes but is not limited to in-kind compensation.

1.1.5. Be a provider entity (including, but not limited to, hospitals, clinics, and physician practices) that is directly owned by, a subsidiary of, or exclusively contracts with, a single insurer or its subsidiaries., except in cases where the provider can demonstrate that due to geography or other factors, there are significant limitations on available insurers with whom to contract.

2. Navigator and Navigator Organization Conflicts of Interest

2.1. Subrecipient agrees that during the term of this agreement it and the Navigators employed by it:

2.1.1. Shall not receive consideration directly or indirectly from any health insurance issuer in connection with enrollment of individuals or employees.

2.1.2. Shall disclose to Vermont Health Connect and to customers prior to assistance, any current or former relationships in the last 5 years with any health insurance or stop loss insurer, or subsidiary, or any existing employment relationship between a health insurer and the individual's spouse or domestic partner.

2.1.3. Shall provide to customers impartial information about all qualified health plans for which customers are eligible.

2.1.4. Shall not allow personal or professional interests to influence the customers' decisions.

2.1.5. Shall not in any way solicit or persuade customers to enroll in any specific health insurance plan.

2.1.6. Shall not in any way solicit or persuade customers to switch from one carrier to another.

2.1.7. Shall not in any way persuade or compel customers to select a particular provider.

2.1.8. Shall not in any way solicit or persuade customers to engage a particular agent or broker.

2.1.9. Shall not charge for Navigator services.

2.1.10. Shall not use the Navigator role for lead generation or profit.

2.1.11. Shall adhere to Vermont Health Connect monitoring and evaluation requirements.