DVHA Routing Form

Revision Date 5/1/12

Type of Agreement: **Contract** Agreement #: **23801** Form of Agreement: **New** Amendment #:

Name of Recipient: **Myers and Stauffer LC** Vendor #: **298554**

Program Manager : **Catherine West** Phone #: **879-5937**

Agreement Manager: **Meaghan Kelley** Phone #: **871-3302**

Brief Explanation of Agreement: **Personal services on the subject matter of cost settlement and audit services**

Start Date: **2/1/2013** End Date: **1/30/2014** Maximum Amount: **$97,484.32**

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	**$97,484.32**		

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: **Attachment H**

Reviewer		Reviewer Initials	Date In	Date Out
DVHA Grant & Contract Administrator	**Kate Jones**		E-SIGNed by Kate Jones on 2013-Feb-01	
DVHA BO	**Carrie Hathaway**		E-SIGNed by Carrie Hathaway on 2013-Feb-01	
DVHA Commissioner or Designee	**Mark Larson, Commissioner**		E-SIGNed by Mark Larson on 2013-Feb-01	
AHS Attorney General	**Seth Steinzor, AAG**		E-SIGNed by Seth Steinzor on 2013-Feb-01	
Following Approvals for Contracts Only:				
AHS CIO				
AHS Central Office	**Martha Giglio**		E-SIGNed by Martha Giglio on 2013-Feb-01	
AHS Secretary	**Dixie Henry**		E-SIGNed by Dixie Henry on 2013-Feb-11	

Vision Account Codes:

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

STATE OF VERMONT CONTRACT SUMMARY AND CERTIFICATION - - - - - - - - - - - Form AA-14 (8/22/11)

Note: All sections are required. Incomplete forms will be returned to department.

I. CONTRACT INFORMATION:

Agency/Department: AHS/ DVHA **Contract #:** 23801 **Amendment #:**

Vendor Name: Myers and Stauffer LC VISION Vendor No: 298554

Vendor Address: 11440 Tomahawk Creek Parkway, Leawood, KS 66211

Starting Date: 2/1/2013 **Ending Date:** 1/30/2014 **Amendment Date:**

Summary of agreement or amendment: Personal services on the subject of cost settlement and audit services

II. FINANCIAL INFORMATION

Maximum Payable: $97,484.32 Prior Maximum: $ Prior Contract # (If Renewal):

Current Amendment: $ Cumulative amendments: $ % Cumulative Change: %

Business Unit(s): 3410; ; - [notes:] **VISION Account(s): 507600;**

II. PERFORMANCE INFORMATION

Does this Agreement include Performance Measures tied to Outcomes and/or financial reward/penalties? ☒ Yes ☐ No

Estimated Funding Split:	G-Fund %	S-Fund %	F-Fund %	GC-Fund 100.00 %	Other %

III. PUBLIC COMPETITION

The agency has taken reasonable steps to control the price of the contract or procurement grant and to allow qualified organizations to compete for the work authorized by this contract. The agency has done this through:

☐ Standard bid or RFP ☒ Simplified Bid ☐ Sole Sourced ☐ Qualification Based Selection ☐ Statutory

IV. TYPE OF AGREEMENT & PERFORMANCE INFORMATION

Check all that apply: ☐ Service ☒ Personal Service ☐ Architect/Engineer ☐ Construction ☐ Marketing ☐ Information Technology ☐ Other, describe:

V. SUITABILITY FOR CONTRACT FOR SERVICE

☒ Yes ☐ No ☐ n/a If this is a Personal Service contract, does this agreement meet all 3 parts of the "ABC" definition of independent contractor? (See Bulletin 3.5) If NO, then contractor must be paid through Payroll

VI. CONTRACTING PLAN APPLICABLE:

Are one or more contract or terms & conditions provisions waived under a pre-approved Contracting Plan? ☐ Yes ☒ No

VII. CONFLICT OF INTEREST

By signing below, I certify that no person able to control or influence award of this contract had a pecuniary interest in its award or performance, either personally or through a member of his or her household, family, or business.

☐ Yes ☒ No Is there an "appearance" of a conflict of interest so that a reasonable person may conclude that this party was selected for improper reasons: (If yes, explain)

VIII. PRIOR APPROVALS REQUIRED OR REQUESTED

☒ Yes ☐ No Agreement must be approved by the Attorney General under 3 VSA §311(a)(10) (personal service)

☒ Yes ☐ No I request the Attorney General review this agreement as to form
No, already performed by in-house AAG or counsel: _____ (initial)

☐ Yes ☒ No Agreement must be approved by the Comm. of DII; for IT hardware, software or services and Telecommunications over $100,000

☐ Yes ☒ No Agreement must be approved by the CMO; for Marketing services over $15,000 M.G.

☐ Yes ☒ No Agreement must be approved by Comm. Human Resources (privatization and retiree contracts)

☐ Yes ☒ No Agreement must be approved by the Secretary of Administration

IX. AGENCY/DEPARTMENT HEAD CERTIFICATION; APPROVAL

I have made reasonable inquiry as to the accuracy of the above information:

E-SIGNed by Mark Larson on 2013-Feb-01 — E-SIGNed by Dixie Henry on 2013-Feb-11

Date Agency / Department Head Date Agency Secretary or Other Department Head (if required)

E-SIGNed by Seth Steinzor on 2013-Feb-01

Date Approval by Attorney General Date Approved by Commissioner of Human Resources

Date CIO Date CMO Date Secretary of Administration

VERMONT

State of Vermont
Department of Vermont Health Access
312 Hurricane Lane, Suite 201
Williston VT 05495-2807
dvha.vermont.gov

Agency of Human Services
[Phone] 802-879-5900
[Fax] 802-879-5651

MEMORANDUM

TO: Dixie Henry, Deputy Secretary (AHS) D.H.

FROM: Mark Larson, Commissioner (DVHA)

DATE: January 25, 2013

RE: Myers and Stauffer, LC (formerly PHBV Partners, LLP), Contract #23801, Proposed Term: February 1, 2013 – January 31, 2014

The competitive process for this contract was handled as a simplified bid process according to Bulletin 3.5. We received two proposals, which only one contained an understanding of the work to be conducted. A subsequent RFP released in late April 2012 failed to produce any bidders, which resulted in our urgent need to extend an existing contract agreement with National Government Services, Inc (NGS) to allow DVHA to find a new contractor. DVHA finally received a bid from Myers and Stauffer, who became the first qualified contractor to take over for NGS.

DVHA has a continuing need for cost report auditing services. Myers and Stauffer will perform Medicare/Medicaid cost report auditing and settlement services that are essential for the determination of Medicaid payment rates for FQHC/RHC cost based providers. They will provide Medicare Cost Reports (MCR) for the DSH data collection processes, and provide Vermont Division of Rate Setting with a Medicare cost report which includes subsequent audit adjustment reports for any Medicare certified nursing facility.

The current staff at DVHA does not have the resource level needed or expertise to conduct the required cost settlement auditing work. The services are based on keeping VT Federal Qualified Health Centers and Rural Health Centers compliant to federal requirements and accurate cost based settlement. The contract extension with NGS expires January 31, 2013, and the contract with Myers and Stauffer needs to begin February 1, 2013 to avoid a lapse in this work.

The funding for this contract will be covered by the Global Commitment to Health Appropriations for the term of the contract. This contract complies with all mandatory provisions of AOA Bulletin 3.5. DVHA looks forward to approval of this agreement.

1. **Parties.** This is a contract for personal services between the State of Vermont, Department of Vermont Health Access (hereafter called "State"), and Myers and Stauffer LC (hereafter called "Contractor"), with a principal place of business at 11440 Tomahawk Creek Parkway, Leawood, KS 66211. The Contractor's form of business organization is a Limited Company. It is the Contractor's responsibility to contact the Vermont Department of Taxes to determine if, by law, the Contractor is required to have a Vermont Department of Taxes Business Account Number.

2. **Subject Matter.** The subject matter of this contract is personal services generally on the subject of cost settlement and audit services for Vermont's Medicaid programs. Detailed services to be provided by the Contractor are described in Attachment A.

3. **Maximum Amount.** In consideration of the services to be performed by Contractor, the State agrees to pay Contractor, in accordance with the payment provisions specified in Attachment B, a sum not to exceed $97,484.32.

4. **Contract Term.** The period of Contractor's performance shall begin on February 1, 2013 and end on January 30, 2014. This agreement may be extended for up to two (2) additional one-year terms under mutual agreement by both parties.

5. **Prior Approvals.** If approval by the Attorney General's Office or the Secretary of Administration is required, (under current law, bulletins, and interpretations), neither this contract nor any amendment to it is binding until it has been approved by either or both such persons.

   Approval by the Attorney General's Office is required.
   Approval by the Secretary of Administration is not required.

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

7. **Cancellation.** This contract may be cancelled by either party by giving written notice at least 30 days in advance. Notwithstanding this provision, if a governmental agency with due authority determines that a program or facility operated by the Contractor, wherein services authorized under this contract are provided, is not in compliance with State and Federal law or is operating with deficiencies the State may terminate this contract immediately and notify the Contractor accordingly. Also, in the event that federal funds supporting this contract become unavailable or are reduced, the State may cancel this contract with no obligation to pay the Contractor from State revenues.

8. **Attachments.** This contract consists of 37 pages including the following attachments, which are incorporated herein:
   Attachment A - Specifications of Work to be Performed
   Attachment B - Payment Provisions
   Attachment C - Customary State Contract provisions
   Attachment E - Business Associate Agreement
   Attachment F - Customary Contract Provisions of the Agency of Human Services
   Attachment H - Invoicing Structure

   The order of precedence of documents shall be as follows:
   1). This document
   2). Attachment C

ATTACHMENT A
SPECIFICATIONS OF WORK TO BE PERFORMED

Section I
Cost Settlement Work:

1. The Contractor shall perform work associated with the transition from the State's previous contractor, National Government Services, to Myers and Stauffer, as outlined in Section II: Transition Work.

2. The Contractor will conduct reviews of all current and newly designated Rural Health Clinics (RHC), Federally Qualified Health Clinics (FQHC), and any outstanding hospital cost settlements at least annually or as otherwise assigned. Reference to all FQHC and RHC together will henceforth be called "Group"

3. The Contractor shall audit provider cost reports to determine their acceptability and to determine the amount of any Vermont Medicaid cost-settlement for the cost-based-reimbursed providers identified in the listing of facilities on the audit schedule. See Section III: Audit Schedule: Listing of Facilities Subject to Audit. (Note: The Audit Schedule list may adjust during the duration of this contract due to termination or redesignation of a Vermont FQHC or RHC.)

4. As applicable to the work required under this Agreement, the Contractor will follow Federal FQHC and RHC auditing guidelines and standards and the requirements set forth in Vermont State Plan Section 4.19B Page 2a (2) section 2b. Federal requirements are posted on the CMS manual Pub 100-06, Chapter 8. (http://www.cms.gov/Regulations-and-Guidance/Guidance/Manuals/downloads/fin106c08.pdf)

5. The Contractor will provide the State and/or other parties as designated by the State, the following: copies of the limited desk review determinations, the audited cost report, interim rate determinations after audit to determine settlement and the Notice of Program Reimbursement (NPR) issued upon final settlement of the cost report. The Contractor will provide a monthly status report to the State in-conjunction with monthly billing.

   a. Discrepancy or appeal: In the event that the audited entity appeals, or a completed audit is reopened, or a quality assurance review is conducted and an error or discrepancy is identified, as a result of a completed audit and after the NPR has been issued, the Contractor will work with the State to resolve the issue, which must be approved by the State prior to finalization. If the error is found as the result of Contractor error, Contractor will correct and resolve the issue at no cost to the State. The Contractor's reasonable interpretation and/or application of regulation will not be construed as an error.
   b. Interim rate determination: The Contractor will send an interim rate determination letter to inform the audited entity of the findings. The letter will provide audited entity a response time period, so to allow them to dispute. If no response is received, Contractor will then sound out final audit notice to audited entity as aligned with CMS regulations.

6. The Contractor will provide the State with an Annual Rate Determination Schedule (ARDS) for the Group. In February of the current contract year, a letter will be sent to the Group informing each of their ARDS rate. The letter will be drafted by the Contractor, which must be approved by the State prior to issuance. The letter issuance will occur before March 1st of the contract year. CMS publishes a Change Request every year in the November/December timeframe, which are effective the following January. The Group ARDS will derive the Group's limited proposed rate (Encounter Rate) for the year, which is the lower of either the Medicaid CAP calculated rate or cost per visit rate based on the most recent filed cost report. (Example of ARDS - see Section VI)

the requirements set forth in Attachment C, Section 15, the State reserves the right, upon request, to review and approve subcontracts before the execution of said agreements.

14. In the event that Vermont Medicaid has incomplete desk reviews for Medicaid cost reports specific to services which are cost based reimbursed, the Contractor will, under Social Security Act Title XIX (http://www.ssa.gov/OP_Home/ssact/title19/1900.htm), complete cost settlement desk audits. The Contractor will notify providers and the State of underpayments and overpayments to be paid or refunded within two (2) business days. The State will then make the necessary payments or obtain refunds.

15. Audits of FQHCs and RHCs shall be completed within 12 months of the Federal acceptance of the facility's cost report. If the Contractor is unable to meet the schedule for timely completion of any audit, the Contractor will notify the State. The State will grant an exception, in good faith, on a per instance basis, for circumstances that are beyond the Contractor's control.

    a. In order to perform its audit function under this Agreement, the Contractor will be provided information by the State's Medicaid Fiscal Agent. It may also become necessary to secure additional information to complete an audit. Consequently, if the Contractor's performance is delayed because of the State's failure to timely provide necessary information, which the Contractor timely notified the State was needed, the time frame for Contractor's performance obligations relating to the associated audit will be extended accordingly.

16. Work may be performed at the Contractor's office location. However, it is expected that the Contractor will be available to State staff between the hours of 7am and 5pm Eastern Standard Time to respond to questions or to provide needed information related to the services covered by this contract.

17. In the event that, in the State's sole discretion, the Contractor's work toward any task is found to be unsatisfactory, the Contractor will work on a corrective action plan with the State, subject to the State's approval, to rectify the problem or problems. The State will determine work as satisfactory if it aligns with Federal regulations, State regulations, and all specifications as laid out within this agreement.

SECTION III
AUDIT SCHEDULE: Listing of Facilities Subject to Audit

The following facilities are those subject to audit under this Agreement. The parties understand that this list may be subject to adjustment by amendment to this Agreement, based on the Centers for Medicare and Medicaid Services (CMS) rules impacting Rural Health Clinic (RHC) and Federally Qualified Health Center (FQHC) operations.

Listing of RHC - Hospital Based

Medicaid Provide #	Medicare Provider #	Name	Fiscal Year End	Medical	Dental	Pharmacy	Work to be completed (backlog) Calendar 2010	Calendar 2011	Calendar 2012	Calendar 2013
0473981	0473981	Grace Cottage Hospital	September 30th	X	n/a	n/a	TBD	TBD	TBD	TBD
0473979, 0473980, 0473982, 0473987, 0473990	0473979, 0473980, 0473982, 0473987, 0473990	North Countty Hospital	September 30th	X	n/a	n/a	TBD	TBD	TBD	TBD
0473988, 0473989	0473988, 0473989	Northeastern Vermont Regional Hospital	September 30th	X	n/a	n/a	TBD	TBD	TBD	TBD
0303975, 0303976, 0303977	0303975, 0303976, 0303977	Weeks Medical Center	September 30th	X	n/a	n/a	TBD	TBD	TBD	TBD

1017657										
0301819	0301819	Indian Stream Health Center	June 30th	X	n/a	n/a	Yes	Yes	Yes	Yes
1012615	0471826	Little River Health Care, Inc.	December 31st	X	n/a	n/a	Yes	Yes	Yes	Yes
0471818, 1006333	0471818	Northeastern Washington County Community Health (d/b/a The Health Center)	June 30th	X	X	n/a	Yes	Yes	Yes	Yes

Listing of FQHC Free Standing

Medicaid Provider #	Medicare Provider #	Name	Fiscal Year End	Medical	Dental	Pharmacy	Work to be completed (backlog)			
							Calendar 2010	Calendar 2011	Calendar 2012	Calendar 2013
0471801, 0471802, 0471803, 0471804, 0471808, 0471809, 1006335, 0007175	0471801	Northern Counties Health Care	March 31st	X	X	X	Yes	Yes	Yes	Yes
000F04, 0471811, 0471812, 0471813, 0471827, 1006168, 1017783	0471807	Richford Health Center Inc.	December 31st	X	X	n/a	Yes	Yes	Yes	Yes
1013682, 0471814, 0471816 0471838 1017612	0471815	Community HC of Rutland Region	December 31st	X	X	X	Yes	Yes	Yes	Yes

SECTION IV
In-State and Border Hospital Cost Report List

In order to calculate Upper Payment Limit (UPL) and Disproportionate Share Hospital (DSH) payments, the Contractor will be required to obtain copies of the revised Medicare cost report and audit adjustment report, for the State, for each Medicare certified hospital facility listed below or any new facility receiving Medicare certification during the period covered by this contract: (See section #7 above for details)

In-State Hospitals:

0470001, 047S01	Central Vermont Hospital
0470003	Fletcher-Allen Health Care
0471301	Gifford Memorial Hospital
0470005	Rutland Regional Medical Center
0471307	Porter Medical Center
0471304	North Country Hospital
0471305	Copley Hospital
0470011	Brattleboro Memorial Hospital
0470012	Southwestern Vermont Medical Center
0471302	Mt. Ascutney Hospital
0471306	Springfield Hospital
047M306	Springfield Hospital, DBA Windham Psychiatry
0471300	Grace Cottage Hospital
0471303	Northeastern Vermont Regional Hospital
0470024	Northwestern Medical Center
0474001	Retreat Health Center (Brattleboro)

Border Hospitals:

0300016	Alice Peck Day Memorial Hospital
0300019	The Cheshire Medical Center
0301301	Cottage Hospital
0300003	Mary Hitchcock Memorial Hospital
0301308	Valley Regional Hospital
0301303	Weeks Medical Center
0301302	Littleton Regional Hospital
0301300	Upper Connecticut Valley Hospital
0330013	Albany Medical Center

SECTION VI
Annual Rate Determination Schedule (Example)

Provider No.	FYE	Organization Name	Site	Cert Date	Provider Type	Urban / Rural	Notes	Medicare Cap	State	Medicaid Adjust	Medicaid CAP	Cost / Visit	Based on Cost Report	Lower of Cost or	2011 Encounter	QC/Date
30-1804	06/30	Ammonoosuc Community Health Services	Littleton	7/1/1995	FQHC	Rural		109.90	VT	125%	137.38	184.72	6/30/11 Filed	137.38	136.55	KC 2/2/12
30-1805	06/30	Ammonoosuc Community Health Services	Woodsville	7/1/1995	FQHC	Rural		109.90	VT	125%	137.38	184.72	6/30/11 Filed	137.38	136.55	KC 2/2/12
30-1806	06/30	Ammonoosuc Community Health Services	Warren	7/1/1995	FQHC	Rural		109.90	VT	125%	137.38	184.72	6/30/11 Filed	137.38	136.55	KC 2/2/12
30-1807	06/30	Ammonoosuc Community Health Services	Whitefield	7/1/1995	FQHC	Rural		109.90	VT	125%	137.38	184.72	6/30/11 Filed	137.38	136.55	KC 2/2/12
30-1812	06/30	Ammonoosuc Community Health Services	Franconia	7/1/2002	FQHC	Rural		109.90	VT	125%	137.38	184.72	6/30/11 Filed	137.38	136.55	KC 2/2/12
47-3830	12/31	Arlington Family Practice		12/31/07	RHC	Rural		78.54	VT	100%	78.54	87.62	12/31/09 Settled	78.54	78.07	KC 2/2/12
47-3824	12/31	Cold Hollow Family		12/31/07	RHC	Rural		78.54	VT	100%	78.54	89.68	12/31/	78.54	78.0	KC 2/2/12

47-1820	09/30	Copley Health Services	Morrisville Family Health Care	8/23/2006	FQHC	Rural		109.90	VT	125%	137.38	145.30	9/30/10 Filed	137.38	131.47	KC 2/2/12
47-1821	09/30	Copley Health Services	Behavioral Medicine	8/23/2006	FQHC	Rural		109.90	VT	125%	137.38	145.30	9/30/10 Filed	137.38	131.47	KC 2/2/12
47-1822	09/30	Copley Health Services	Women's Center/ Hardwick	8/23/2006	FQHC	Rural		109.90	VT	125%	137.38	145.30	9/30/10 Filed	137.38	131.47	KC 2/2/12
47-1823	09/30	Copley Health Services	Women's Center/ Morrisville	8/23/2006	FQHC	Rural		109.90	VT	125%	137.38	145.30	9/30/10 Filed	137.38	131.47	KC 2/2/12
30-3809	12/31	David S. Fagan, MD		12/31/07	RHC	Rural	term 3/30/10	78.54	VT	100%	78.54			78.07	78.07	KC 2/2/12
47-3826	12/31	Francis W Cook MD		12/31/07	RHC	Rural	Term 3/15/08	78.54	VT	100%	78.54			77.76	77.76	KC 2/2/12
30-1819	06/31	Indian Stream/ Colebrook		5/12/2006	FQHC	Rural		109.90	VT	125%	137.38			136.55	136.55	KC 2/2/12
47-3821	12/31	Keeler Bay Family Prac		12/31/07	RHC	Rural		78.54	VT	100%	78.54	95.58	12/31/09 Settled	78.54	78.07	KC 2/2/12
47-1824	12/31	Little Rivers Health Care	Valley	8/31/2006	FQHC	Rural		109.90	VT	125%	137.38	153.38	12/31/10 Filed	137.38	136.55	KC 2/2/12

1804	1	Counties Health Care	Pond								.38	162.46	3/31/11 Filed	38	136.55	2/2/12
47-1809	03/31	Northern Counties Health Care	Calendonia	1/1/2003	FQHC	Rural		109.90	VT	125%	137.38	162.46	3/31/11 Filed	137.38	136.55	KC 2/2/12
47-1803	03/31	Northern Counties Health Care	Hardwick	4/1/1990	FQHC	Rural		109.90	VT	125%	137.38	162.46	3/31/11 Filed	137.38	136.55	KC 2/2/12
47-1808	03/31	Northern Counties Health Care	St. Johnsbury	1/1/2003	FQHC	Rural		109.90	VT	125%	137.38	162.46	3/31/11 Filed	137.38	136.55	KC 2/2/12
47-1801	03/31	Northern Counties Health Care	Three Rivers	1/1/2003	FQHC	Rural		109.90	VT	125%	137.38	162.46	3/31/11 Filed	137.38	136.55	KC 2/2/12
47-3815	12/31	Orleans Medical Clinic		12/31/07	RHC	Rural	Term 6/30/09; now 47-3990	78.54	VT	100%	78.54			78.07	78.07	KC 2/2/12
47-1807	12/31	Richford Health Center	Richford	7/20/2019	FQHC	Urban		126.98	VT	125%	158.73	163.07	12/31/10 Filed	158.73	157.78	KC 2/2/12
47-1811	12/31	Richford Health Center	Swanton	7/20/2020	FQHC	Urban		126.98	VT	125%	158.73	163.07	12/31/10 Filed	158.73	157.78	KC 2/2/12
47-1812	12/31	Richford Health Center	Enosburg	7/20/2019	FQHC	Urban		126.98	VT	125%	158.73	163.0	12/31/	158.73	157.	KC 2/2/12

							09						Filed			
47-1834	09/30	Springfield Medical Care systems	Family Med Assoc.	7/22/2009	FQHC	Rural		109.90	VT	125%	137.38	141.36	9/30/10 Filed	137.38	136.55	KC 2/2/12
47-1835	09/30	Springfield Medical Care systems	Springfield Internal Med	7/22/2009	FQHC	Rural		109.90	VT	125%	137.38	141.36	9/30/10 Filed	137.38	136.55	KC 2/2/12
47-1837	09/30	Springfield Medical Care systems	Ridgewood Associates	6/16/2010	FQHC	Rural	new eff. 6/16/10	109.90	VT	125%	137.38			137.38		KC 2/2/12
30-3806	12/31	Summit Medical Group		12/31/07	RHC	Rural	term 9/27/09 now 30-3988	78.54	VT	100%	78.54			78.07	78.07	KC 2/2/12
RHCs:																
The RHC upper payment limit per visit is increased from $78.07 to $78.54 effective January 1, 2012, through December 31, 2012 (i.e., CY 2012).																
FQHCs:																
The FQHC upper payment limit per visit for urban FQHCs is increased from $126.22 to $126.98 effective January 1, 2012, through December 31, 2012 (i.e., CY 2012), and the maximum Medicare payment limit per visit for rural FQHCs is increased from $109.24 to $109.90 effective January 1, 2012, through December 31, 2012 (i.e. CY 2012).																

ATTACHMENT B
PAYMENT PROVISIONS

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

1. The Contractor shall invoice the State monthly for actual work performed. The invoice will be printed on the Contractor's official letterhead, reference this contract number, include the date of invoice, remit address, and include the monthly number of actual hours worked per task during the specified billing period, total monthly amount billed, total to-date for both hours and amount, and be signed off by an authorized representative of the Contractor. The Contractor shall bill using the template in Attachment H the State shall pay the Contractor at an hourly rate in accordance with the Payment Schedule identified in this attachment. Invoices shall be submitted to:

   Business Office, Contracting Unit
   Department of Vermont Health Access
   312 Hurricane Lane, Suite 201
   Williston, VT 054953

2. The hours allocated between task types shown in the Payment Schedule below may be adjusted only as agreed upon by the State in writing.

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.

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.

ATTACHMENT E
BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("Agreement") is entered into by and between the State of Vermont Agency of Human Services operating by and through its Department of Vermont Health Access ("Covered Entity") and MYERS AND STAUFFER LC ("Business Associate") as of February 1, 2013 ("Effective Date"). This Agreement supplements and is made a part of the Contract to which it is an attachment.

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

The parties agree as follows:

1. **Definitions**. All capitalized terms in this Agreement have the meanings identified in this Agreement, 45 CFR Part 160, or 45 CFR Part 164.

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

   The term "Individual" includes a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).

   The term "Breach" means the acquisition, access, use or disclosure of protected health information (PHI) in a manner not permitted under the HIPAA Privacy Rule, 45 CFR part 164, subpart E, which compromises the security or privacy of the PHI. "Compromises the security or privacy of the PHI" means poses a significant risk of financial, reputational or other harm to the individual.

2. **Permitted and Required Uses/Disclosures of PHI**.

   2.1 Except as limited in this Agreement, Business Associate may use or disclose PHI to perform Services, as specified in the underlying contract with Covered Entity. Business Associate shall not use or disclose PHI in any manner that would constitute a violation of the Privacy Rule if used or disclosed by Covered Entity in that manner. Business Associate may not use or disclose PHI other than as permitted or required by this Agreement or as Required by Law.

   2.2 Business Associate may make PHI available to its employees who need access to perform Services provided that Business Associate makes such employees aware of the use and disclosure restrictions in this Agreement and binds them to comply with such restrictions. Business Associate may only disclose PHI for the purposes authorized by this Agreement: (a) to its agents (including subcontractors) in accordance with Sections 8 and 16 or (b) as otherwise permitted by Section 3.

3. **Business Activities**. Business Associate may use PHI received in its capacity as a "Business Associate" to Covered Entity if necessary for Business Associate's proper management and administration or to carry out its legal responsibilities. Business Associate may disclose PHI received in its capacity as "Business Associate" to Covered Entity for Business Associate's proper management and administration or to carry out its legal responsibilities if a disclosure is Required by Law or if (a) Business Associate obtains reasonable written assurances via a written agreement from the person to whom the information is to be disclosed that the PHI shall remain confidential and be used or further disclosed only as Required by Law or for the purpose for which

shall be borne by Business Associate.

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

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

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

8. **Agreements by Third Parties**. Business Associate shall ensure that any agent (including a subcontractor) to whom it provides PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity agrees in a written agreement to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such PHI. For example, the written contract must include those restrictions and conditions set forth in Section 14. Business Associate must enter into the written agreement before any use or disclosure of PHI by such agent. The written agreement must identify Covered Entity as a direct and intended third party beneficiary with the right to enforce any breach of the agreement concerning the use or disclosure of PHI. Business Associate shall provide a copy of the written agreement to Covered Entity upon request. Business Associate may not make any disclosure of PHI to any agent without the prior written consent of Covered Entity.

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

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

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

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

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

16.3 Business Associate shall report in writing to Covered Entity any Security Incident pertaining to such Electronic PHI (whether involving Business Associate or an agent, including a subcontractor). Business Associate shall provide this written report as soon as it becomes aware of any such Security Incident, and in no case later than three (3) business days after it becomes aware of the incident. Business Associate shall provide Covered Entity with the information necessary for Covered Entity to investigate any such Security Incident.

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

17. <u>Miscellaneous</u>.

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

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

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

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

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

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

ATTACHMENT F
AGENCY OF HUMAN SERVICES' CUSTOMARY CONTRACT PROVISIONS

1. **Agency of Human Services – Field Services Directors** will share oversight with the department (or field office) that is a party to the contract for provider performance using outcomes, processes, terms and conditions agreed to under this contract.

2. **2-1-1 Data Base:** The Contractor providing a health or human services within Vermont, or near the border that is readily accessible to residents of Vermont, will provide relevant descriptive information regarding its agency, programs and/or contact and will adhere to the "Inclusion/Exclusion" policy of Vermont's United Way/Vermont 211. If included, the Contractor will provide accurate and up to date information to their data base as needed. The "Inclusion/Exclusion" policy can be found at www.vermont211.org

3. **Medicaid Program Contractors**:

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

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

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

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

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

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

4. **Non-discrimination Based on National Origin as evidenced by Limited English Proficiency**. The Contractor agrees to comply with the non-discrimination requirements of Title VI of the Civil Rights Act of 1964, 42 USC Section 2000d, et seq., and with the federal guidelines promulgated pursuant to Executive Order 13166 of 2000, which require that contractors and subcontractors receiving federal funds must assure that persons with limited English proficiency can meaningfully access services. To the extent the Contractor

vulnerable adults shall contain the information required by 33 V.S.A. §6904. The Contractor will ensure that its agents or employees receive training on the reporting of abuse or neglect to children and abuse, neglect or exploitation of vulnerable adults.

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

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

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

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

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

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

    1. Contractor's provision of certified computing equipment, peripherals and mobile devices, on a separate Contractor's network with separate internet access. The Agency of Human Services' accounts may or may not be provided.

    2. State supplied and managed equipment and accounts to access state applications and data, including State issued active directory accounts and application specific accounts, which follow the National Institutes of Standards and Technology (NIST) security and the Health Insurance Portability & Accountability Act

ATTACHMENT H

INVOICING STRUCTURE

Provider Name	Provider Type	Task	Units	Estimated Hours Per Unit	Estimate Total Hours	Hourly Rate	Total Cost
				Total Cost			