1. **Parties.** This is a contract for personal services between the State of Vermont, Department of Vermont Health Access (hereafter called "State"), and Berry Dunn McNeil & Parker, LLC, d/b/a BerryDunn, with a principal place of business in 100 Middle Street, PO Box 1100, Portland, ME 04104 (hereafter called "Contractor"). The Contractor's form of business organization is a limited liability 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 for assistance with the development of uniform reporting requirements and business processes for specialized 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 $985,130.00.

4. **Contract Term.** The period of Contractor's performance shall begin on February 1, 2015 and end on July 31, 2016. The State and the Contractor have the option of renewing this contract for up to two (2) one-year extensions.

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 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 suspended or cancelled by either party by giving the other party written notice at least 30-days in advance. Notwithstanding this provision, 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 34-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
   Appendix I – Required Forms

   The order of precedence of documents shall be as follows:
   1). This document
   2). Attachment C
   3). Attachment A
   4). Attachment B
   5). Attachment E

7). Attachment F
8). Other Attachments

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

BY THE STATE OF VERMONT:

E-SIGNED by Mark Larson on 2015-02-02 16:47:52 GMT February 02, 2015

MARK LARSON, COMMISSIONER DATE

312 HURRICANE LANE
WILLISTON, VT 05495
MARK.LARSON@STATE.VT.US
802-879-5952
DVHA

BY THE CONTRACTOR:

E-SIGNED by Charles Leadbetter on 2015-02-02 16:18:38 GMT February 02, 2015

CHARLES K. LEADBETTER, PRINCIPAL DATE

100 MIDDLE STREET, PO BOX 1100
PORTLAND, ME 04104
CLEADBETTER@BERRYDUNN.COM
207-541-2249
CONTRACTOR

ATTACHMENT A
SPECIFICATIONS OF WORK TO BE PERFORMED

A. Acronym Clarification

AHS = Agency of Human Services
AoE = Agency of Education
DVHA = Department of Vermont Health Access
HSE = Health and Human Services Enterprise
MMIS = Medicaid Management Information System
PHPG = Pacific Health Policy Group

B. Authorized Representatives of the State:

Carrie Hathaway
Department of Vermont Health Access
312 Hurricane Lane
Williston, VT 05495
Carrie.Hathaway@state.vt.us
802-879-2345

Designee(s):
Ashley Berliner
Department of Vermont Health Access
312 Hurricane Lane
Williston, VT 05495
Ashley.Berliner@state.vt.us
802-879-5603

C. Authorized Representative of the Contractor:

Charles K. Leadbetter, PMP, Director
BerryDunn
100 Middle Street, PO Box 1100
Portland, ME 04104
cleadbetter@berrydunn.com
207-541-2249

All work performed under this agreement shall be done under the direction and sole discretion of the Authorized Representative of the State. No work shall be performed unless directed by the Authorized Representatives of both parties.

D. Introduction

The scope of work established within this Contract and Contract No. 28001 requires that Pacific Health Policy Group (PHPG) and BerryDunn coordinate and collaborate with one another. The Contractors shall present to the State all reporting requirements and deliverables associated with each task assigned to them as seamless and unified products. The state reserves the right to refuse any deliverable required under this contract for failure to sufficiently incorporate the deliverables detailed and contracted for under Contract No. 28001 as amended.

E. Tasks & Approval Process

All work must be pre-approved by the State Authorized Representative(s) stipulated under Section B.

All work must be reviewed and accepted by the State Authorized Representative(s) before the Contractor may submit an invoice to the State.

Tasks

TASK 1 – Project Planning and Project Management

The Contractor will conduct initial project planning and ongoing project management throughout the duration of the contract.

Initial project planning will include:

- Holding an initial introductory meeting with the DHVA Project Manager to review project planning activities, followed by a more in-depth planning meeting with the State.
- Preparing and submitting a document request to the Authorized Representative of the State for foundational level project documentation, such as an organizational chart, stakeholder register, HSE/MMIS program structure, and any previous efforts undertaken related to assessing reporting requirements and business processes.
- Establishing a SharePoint project collaboration site on the Contractor's KnowledgeLink, or requesting access to the State's SharePoint site, if preferred by DVHA.
- Developing a Project Management Plan and Project Schedule. The Project Management Plan will include processes for governing the ongoing management of project scope, schedule, cost, quality, resources, risks, issues, and communications, and the integrated Project Schedule will include the Contractor's and other project contractor's key activities and deliverables.
- Preparing materials for and facilitating a "Kick-Off" meeting with project stakeholders and contractors.

The Contractor will provide ongoing project management including executing and monitoring of planned activities, monthly project status reporting to DVHA leadership, and project close-out activities. Monthly Status Reports will provide the Contractor's and PHPG's project updates such as activities completed, upcoming activities, and identified risks and issues. Additionally, the Project Management Plan and Project Schedule will also be maintained and updated as necessary or required by DVHA.

Furthermore, the Contractor must follow and abide by the standard principals set forth by the Project Management Institute (PMI) and subsequent artifacts will adhere to the format and reporting schedule dictated by the State of Vermont Enterprise Project Management Office (EPMO).

The Contractor has reserved 676 man-hours to lead and complete this task. The budget for work performed under Task 1 shall not exceed $145,340 during the term of this Agreement or as adjusted by a task order.

TASK 2 - Prepare Inventory of Data Reporting Systems that Support Programs within AHS and Medicaid-Funded Programs within AoE

PHPG is the designated lead for Task 2. The Contractor will provide support, including attending stakeholder meetings and reviewing documents as needed, or as required by DVHA, to reduce redundancies, maximize efficiencies, and ensure appropriate coordination of activities between teams.

Contractor will reduce redundancies, maximize efficiencies, and ensure appropriate coordination of activities between teams by using information gathered as a result of Contractor's participation in Task 2 as input for deliverables including the "as-is" and "to-be" business process maps developed in Task 6.

The Contractor has reserved 40 man-hours a month, or a total of 80 hours to support this task. The budget for work performed under Task 2 shall not exceed $17,200 during the term of this Agreement or as adjusted by a task order.

TASK 3 - Prepare Methodology for Evaluation of HSE/MMIS Core Data Elements

PHPG is the designated lead for Task 3. The Contractor will provide support, including attending stakeholder meetings and reviewing documents as needed to reduce redundancies, maximize efficiencies, and ensure appropriate coordination of activities between teams. Information gathered as a result of Contractor's participation in Task 3 will serve as input into deliverables such as the as-is and to-be business process maps developed in Task 6.

The Contractor has reserved 40 man-hours a month, or a total of 80 hours to support this task. The budget for work performed under Task 3 shall not exceed $17,200 during the term of this Agreement or as adjusted by a task order.

TASK 4 – Prepare Detailed Inventory of Data Reporting Systems

PHPG is the designated lead for Task 4. The Contractor will provide support, including attending stakeholder meetings and reviewing documents as needed to reduce redundancies, maximize efficiencies, and ensure appropriate coordination of activities between teams. Information gathered as a result of Contractor's participation in Task 4 will serve as input into deliverables such as the as-is and to-be business process maps developed in Task 6.

The Contractor has reserved 40 man-hours a month, or a total of 160 hours to support this task. The budget for work performed under Task 4 shall not exceed $34,400 during the term of this Agreement or as adjusted by a task order.

TASK 5 – Prepare Final Consensus of Data Elements and Recommendations for Refinement, Integration and Sharing

PHPG is the designated lead for Task 5. The Contractor will provide support, including attending stakeholder meetings and reviewing documents as needed to reduce redundancies, maximize efficiencies, and ensure appropriate coordination of activities between teams. Information gathered as a result of Contractor's participation in Task 5 will serve as input into deliverables such as the as-is and to-be business process maps developed in Task 6.

The Contractor has reserved 40 man-hours a month, or a total of 120 hours to support this task. The budget for work performed under Task 5 shall not exceed $25,800 during the term of this Agreement or as adjusted by a task order.

TASK 6 –Mapping of Business Requirements "As-is" and "To-be"

Task 6a: Develop as-is business process maps. The Contractor is responsible for creating Business Process Diagrams documenting the reporting process workflows as they presently exist (As-is). The

Contractor will capture workflow diagrams in real time using Microsoft Visio for immediate review and validation from stakeholders. The diagrams will visually depict the steps involved in carrying out reporting activities. The Contractor will gather information on areas where potential problems, issues, and/or bottlenecks exist, as well as where opportunities may be available to streamline processes. Additionally, the Contractor will develop written descriptions of data and process flows, identifying the major steps they entail. Task 6a may be completed simultaneously with Tasks 3, 4, and 5.

The Contractor has reserved 160 man-hours to lead and complete this task for up to 20 processes. The budget for work under Task 6a shall not exceed $34,400 during the term of this Agreement or as adjusted by a task order.

Task 6b: Develop to-be business process maps. The Contractor is responsible for creating Business Process Diagrams documenting the reporting process workflows as they should be in the future (To-be). Whilst using the diagrams and information gathered during as-is business process mapping as a starting place, the Contractor will capture the desired to-be workflows in real time using Microsoft Visio for immediate review and validation from stakeholders. The diagrams will visually depict the proposed steps involved in carrying out future reporting activities. The Contractor will challenge staff to consider "desired" or "required" needs in the future environment. Additionally, the Contractor will develop high-level written descriptions of data and process flows, identifying the major steps they entail.

The Contractor has reserved 280 man-hours to lead and complete this task for up to 20 processes. The budget for work under Task 6b shall not exceed $60,200 during the term of this Agreement or as adjusted by a task order.

TASK 7 –Define IT System-related Business Requirements

The Contractor will create the Business Requirements Document that will include functions that the system must be capable of performing, e.g., "The system shall generate a report of TPL resources against paid claims history retroactively for five years to identify recoverable funds." The Contractor will use the Final Consensus of Data Elements and Recommendations deliverable developed by PHPG, and will identify of the business requirements.

The Contractor will develop business requirements for up to 10 functional areas and have budgeted 85 hours of time for each functional area to validate the business requirements derived from the Final Consensus of Data Elements and Recommendations deliverable, as well as to identify any missing business requirements. The Contractor will structure the Business Requirements Document deliverable so that requirements for functional areas may be delivered at different times based on the State's needs, although to maximize efficiencies for all team members and stakeholders, the recommendation is to deliver as many of the functional areas as possible at one time.

The Contractor has reserved 850 man-hours to lead and complete this task. The budget for work under Task 7 shall not exceed $182,750 during the term of this Agreement or as adjusted by a task order.

TASK 8 –Development of Business Rules and Forms for Permissions and Confidentiality

The Contractor will create a list of business rules and forms related to data sharing and access. In order to complete this task – the Contractor will develop 20 forms and have budgeted 20 hours of time for each form, including associated business rules.

The Contractor has reserved 400 man-hours to lead and complete this task. The budget for work under Task 8 shall not exceed $86,000 during the term of this Agreement or as adjusted by a task order.

TASK 9 – Summarize and Aggregate Plan for Data Reporting

The Contractor will produce a Data Reporting Plan that will be a comprehensive document that identifies system alternatives (e.g., MMIS versus a separate data warehouse) and associated strengths and weaknesses of each approach based upon the policy and operational needs agreed to as part of Task 5. The Contractor will assist and guide the State through the decision-making process to arrive at a selected approach to data collection and storage.

The Contractor has reserved 280 man-hours to lead and complete this task. The budget for work under Task 9 shall not exceed $61,920 during the term of this Agreement or as adjusted by a task order.

TASK 10 –Development of Implementation Plan

The Contractor will construct an Implementation Plan that outlines next steps based on the State's selected approach in Task 9. This deliverable will include items such as a work plan outlining activities and the associated timeline; assigned resources (e.g., staff); project stakeholders; processes for managing project scope, risks, change, communications, and schedule; achievement measures; monitoring tools; and training needs.

The Contractor has reserved 288 man-hours to lead and complete this task. The budget for work under Task 10 shall not exceed $61,920 during the term of this Agreement or as adjusted by a task order.

TASK 11 – Provide Technical Assistance to Support Policy Development and Implementation (Ad Hoc Section)

The Contractor will provide technical assistance to the Agencies of Human Services and Education, Departments, and providers in order to implement revised reporting requirements.

The budget for work under Task 11 (Ad Hoc section) shall not exceed $258,000 during the term of this Agreement.

1. <u>Ad Hoc Task Order Process</u>

   a. The State may initiate the process leading to a new task in support of this contract by requesting a proposal from the Contractor. The request will be prepared by the State and will include the following:
      i. Project Contact
      ii. Type of Activity (e.g., Technical Assistance, Consultation, Data Assistance)
      iii. Project Goal(s)
      iv. Brief Description of Project
      v. Project Deliverable(s)
      vi. Estimated Project Duration/Phasing
      vii. Description of Expected Timeline of Project

viii. Funding Source and Financial Responsible Party

b. Technical Assistance may include, but shall not be limited to:
   i. Revisions to memoranda of understanding, grant agreements and contracts
   ii. Development of more than twenty (20) as-is business process diagrams
   iii. Development of more than twenty (20) to-be business process diagrams
   iv. Development of business requirements for more than ten (10) functional areas
   v. Preparation of provider outreach/educational materials
   vi. Other implementation assistance, as defined by the State

2. Review and Finalization of Additional Tasks

Services performed pursuant to a task order clarify and expand upon tasks already enumerated as according to Tasks numbered 1 through 10. Task orders shall not be used to change the maximum amount under this agreement. Task orders may require a variance from the maximum amount appropriated for each task if clarifications or augmentations for Tasks 1-10 are deemed necessary by both parties (see below). Both parties recognize that the task order process does not obviate the need for State of federal regulatory review of amendments to the scope, budget, or maximum amount of this agreement.

Task orders are intended to clarify and augment Tasks 1 through 10. Clarified and/or additional tasks under the Task Order section of this agreement shall be submitted, in the form of a request for a task order proposal to the Contractor by the State or to the State from the Contractor. Upon review of the proposal, the State and Contractor must complete the Task Order Form (Appendix I). The Contractor has the right to submit modifications or deny any Task Order submitted by the State. The State can submit modifications or deny proposed Task Order submitted by the Contractor. The final Task Order document shall receive approval by the State, and be signed by the Contractor, the State Authorized Representative, the Office of the Attorney General, and the DVHA Business Office. The Task Order must indicate: scope, source of funds, payment provisions, points of contact, ownership of data and any applicable data use agreement, and project specifics. No task order may increase the maximum amount payable under this contract, substantially deviate from the scope of this contract, or deviate from any term in any part or attachment to or of this contract. The task order process shall not be used in lieu of the amendment process where an amendment is appropriate. Each Task Order must clearly define payment either by rate per hour or deliverable received and approved. Each Task Order must be pre-approved before any work shall begin. The State will not pay for services that are not previously approved in a Task Order by both authorized representatives listed within this section. The State Authorized Representative and the DVHA Business Office have final authority over whether or not a Task Order is initiated under this agreement.

A Task Order may assign a Project Manager, who will act as the Authorized State Representative, solely per that task and up to the maximum amount per that task. The Project Manager assigned to a specific Task Order is to sole person to assign work under to the Contractor under that particular Task Order.

Changes to a Task Order shall be accomplished by written modification as agreed to by both parties listed below and will be reflected in a new Task Order.

Task Orders must be approved by the parties listed below:

Ashley Berliner, Policy and Planning Chief
Department of Vermont Health Access
312 Hurricane Lane
Williston, VT 05495
Ashley.Berliner@state.vt.us

Michelle A. Mosher, Contracts & Grants Administrator
Department of Vermont Health Access
312 Hurricane Lane
Williston, VT 05492
Michelle.Mosher@state.vt.us

Jared Bianchi, Assistant Attorney General
Office of the Attorney General
103 S. Main Street
Waterbury, VT 05671
Jared.Bianchi@state.vt.us

3. Project Deliverables

   At the conclusion of a project assignment, the final deliverables/products prepared in accordance with what was agreed upon in the executed Task Order document will be submitted to the State. Acceptance of the deliverables/products by the State shall represent the Contractor's fulfillment of the project assignment. The State will have sixty days to acknowledge the final deliverables/products or to reject them. Rejection of the final deliverable regarding research projects will not be based on the failure to achieve particular results.

4. Ad-Hoc phone calls and e-mail communications from various State staff will not be paid for under this agreement unless previously approved with a Task Order by the Authorized Representatives of the State.

F. Request for Approval to Subcontract

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

Michelle A. Mosher
Department of Vermont Health Access
312 Hurricane Lane
Williston, VT 05495
Michelle.Mosher@state.vt.us

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

G. State Oversight

The State must approve any permanent or temporary changes to or deletions from the Contractor's management, supervisory and key professional personnel assigned to this contract. The State reserves the right to terminate the contract if personnel so assigned are changed or modified without such State

approval. The number of days spent on-site shall be at the State's direction and with the State's approval.

Contractor and State will establish timeline and/or other performance expectations at time of the specific project assignment within each Task Order. The Authorized Representative of the State will assign and prioritize all tasks for all AHS departments outside of DVHA. The State and the Contractor will establish regular reviews of progress as needed, based on the specific assignment. Reviews may be in person, conference call or electronic. Overall contract performance and assignments will be reviewed at least quarterly.

In the event the Contractor's work towards task(s) is unsatisfactory, the Contractor shall produce a corrective action plan and submit to the State for approval, and the State shall monitor the Contractor to ensure that the work towards tasks is rectified as satisfactory.

H. Project Timeline

		2015											2016						
	Task*	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul
1	Project Planning and Project Management																		
2	Prepare Inventory of Data Reporting Systems that Support Programs within the Agency of Human Services (AHS) and Medicaid-Funded Programs within the Agency of Education (AoE)																		
3	Prepare Methodology for Evaluation of HSE/MMIS Core Data Elements																		
4	Prepare Inventory of Data Reporting Systems																		
5	Prepare Final Consensus of Data Elements and Recommendations for Refinement, Integration and Sharing																		
6	Develop Business Process Maps																		
7	Define Business Requirements																		
8	Develop Business Rules and Forms for Permissions and Confidentiality																		
9	Develop Data Reporting Plan																		
10	Develop Implementation Plan																		
11	Provide Technical and Other Assistance																		

**Tasks shaded green are led by BerryDunn, tasks shaded blue are led by PHPG, and tasks in pink are led by both. Successful and timely completion of several of BerryDunn's project activities and deliverables is dependent upon thorough, accurate, and timely completion of Activities 2, 3, 4, and 5 by PHPG.*

Task*	2015											2016						
	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul

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 services specified in Attachment A, for services actually performed, 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. The following provisions specifying payments are:

1. Contractor invoices shall be submitted no more frequently than monthly, but no later than quarterly, and then invoice shall be printed on the Contractor's official letterhead, reference this contract number, include the date of invoice, remit address, the title and name of personnel performing work, the actual number of hours worked during the specified billing period, a detailed description of the work completed, organized by Task and priced per the Rate Chart (Task 11 only) or Deliverable-Based Payment Schedule below, any other applicable expenses, the total amount billed, and be signed off by an Authorized Representative of the Contractor. The State shall pay the Contractor on a fixed price basis, with payments tied to contractually-defined deliverables in accordance with the Deliverable-Based Schedule below. The State has the right to deny payment of any invoice that does not align with the stipulations listed within this Section 1. The State can request that the Contractor amend any invoices that are not consistent with the provisions stated above. In the event that the Contractor must amend an invoice at the request of the State, the Contractor shall adjust the date of the invoice to accurately reflect the resubmittal date. Invoices should be submitted to:

   Michelle A. Mosher, Contracts & Grant Administrator
   Business Office
   Department of Vermont Health Access
   312 Hurricane Lane, Suite 201
   Williston, VT 05495

2. No benefits, expenses, or insurance will be reimbursed by the State.

3. The total maximum amount payable under this contract shall not exceed $985,130.00. The Contractor shall bill for actual hours worked or deliverables accepted and approved by the State Authorized Representative.

4. **Payment Schedule:**

   TASKS 1 -10 - Deliverable-Based Payments
   The Contractor will perform TASKS 1 through 10, as specified in Attachment A of this Contract, on a fixed price basis, with payments tied to contractually-defined deliverables and the State's finding of satisfactory performance. Enclosed herein is the deliverable-based payment schedule:

Project Hours and Cost by Activity and Deliverable

Service/Deliverable	Maximum Allowed Hours	Total Cost	Month Due	Due Date (Assumes Start Date of February 2, 2015)
Task 1: Project planning and project management				
Deliverables				
D1.1 Project Management Plan	120	$ 25,800	Month 1	2/27/2015
D1.2 Project Schedule	40	$ 8,600	Month 1	2/27/2015
D1.3 Project Kick-Off Meeting and Presentation	60	$ 12,900	Month 2	3/11/2015
D1.4 Monthly Status Report #1	24	$ 5,160	Month 2	3/6/2015
D1.5 Monthly Status Report #2	24	$ 5,160	Month 3	4/7/2015
D1.6 Monthly Status Report #3	24	$ 5,160	Month 4	5/7/2015
D1.7 Monthly Status Report #4	24	$ 5,160	Month 5	6/5/2015
D1.8 Monthly Status Report #5	24	$ 5,160	Month 6	7/7/2015
D1.9 Monthly Status Report #6	24	$ 5,160	Month 7	8/7/2015
D1.10 Monthly Status Report #7	24	$ 5,160	Month 8	9/7/2015
D1.11 Monthly Status Report #8	24	$ 5,160	Month 9	10/7/2015
D1.12 Monthly Status Report #9	24	$ 5,160	Month 10	11/6/2015
D1.13 Monthly Status Report #10	24	$ 5,160	Month 11	12/7/2015
D1.14 Monthly Status Report #11	24	$ 5,160	Month 12	1/7/2016
D1.15 Monthly Status Report #12	24	$ 5,160	Month 13	2/5/2016
D1.16 Monthly Status Report #13	24	$ 5,160	Month 14	3/7/2016
D1.17 Monthly Status Report #14	24	$ 5,160	Month 15	4/7/2016
D1.18 Monthly Status Report #15	24	$ 5,160	Month 16	5/6/2016
D1.19 Monthly Status Report #16	24	$ 5,160	Month 17	6/7/2016
D1.20 Monthly Status Report #17	24	$ 5,160	Month 18	7/7/2016
D1.21 Monthly Status Report #18	24	$ 5,160	Month 18	7/29/2016
D1.22 Project Close-Out Meeting and Presentation	24	$ 5,160	Month 18	7/29/2016
Sub-Total	**676**	**$ 145,340**		
Task 2: Prepare Inventory of Data Reporting Systems that Support Programs within the Agency of Human Services (AHS) and Medicaid-Funded Programs within the Agency of Education (AoE)				
Deliverables				

D2.1 Support for Inventory of Data Reporting Systems that Support Programs within the Agency of Human Services (AHS) and Medicaid-Funded Programs within the Agency of Education (AoE) (PHPG Lead)	80	$ 17,200	Month 2	3/31/2015
Sub-Total	**80**	**$ 17,200**		
Task 3: Prepare Methodology for Evaluation of HSE/MMIS Core Data Elements				
Deliverables				
D3.1 Support for Methodology for Evaluation of HSE/MMIS Core Data Elements (PHPG Lead)	80	$ 17,200	Month 3	4/30/2015
Sub-Total	**80**	**$ 17,200**		
Task 4: Prepare Detailed Inventory of Data Reporting Systems				
Deliverables				
D4.1 Support for Detailed Inventory of Data Reporting Systems (PHPG Lead)	160	$ 34,400	Month 6	7/30/2015
Sub-Total	**160**	**$ 34,400**		
Task 5: Prepare Final Consensus of Data Elements and Recommendations for Refinement, Integration and Sharing				
Deliverables				
D5.1 Support for Final Consensus of Data Elements and Recommendations for Refinement, Integration and Sharing (PHPG Lead)	120	$ 25,800	Month 8	9/30/2015
Sub-Total	**120**	**$ 25,800**		
Task 6a: Develop as-is business process maps				
Deliverables				
D6.1 Deliverable Expectations Document: As-Is Business Process Diagrams	32	$ 6,880	Month 2	3/31/2015
D6.2 Draft As-Is Business Process Diagrams	96	$ 20,640	Month 7	8/31/2015
D6.3 Final As-Is Business Process Diagrams	32	$ 6,880	Month 8	9/30/2015
Sub-Total	**160**	**$ 34,400**		
Task 6b: Develop to-be business process maps				
Deliverables				
D6.4 Deliverable Expectations Document: To-Be Business Process Diagram	56	$ 12,040	Month 2	3/31/2015
D6.5 Draft To-Be Business Process Diagrams	168	$ 36,120	Month 7	8/31/2015
D6.6 Final To-Be Business Process Diagrams	56	$ 12,040	Month 8	9/30/2015
Sub-Total	**280**	**$ 60,200**		
Task 7: Define IT system-related business requirements				
Deliverables				
D7.1 Deliverable Expectations Document: Business Requirements Document	50	$ 10,750	Month 4	5/29/2015

D7.2 Draft and Final Business Requirements Document: Functional Area 1	80	$ 17,200	Month 11*	12/31/2015
D7.3 Draft and Final Business Requirements Document: Functional Area 2	80	$ 17,200	Month 11*	12/31/2015
D7.4 Draft and Final Business Requirements Document: Functional Area 3	80	$ 17,200	Month 11*	12/31/2015
D7.5 Draft and Final Business Requirements Document: Functional Area 4	80	$ 17,200	Month 11*	12/31/2015
D7.6 Draft and Final Business Requirements Document: Functional Area 5	80	$ 17,200	Month 11*	12/31/2015
D7.7 Draft and Final Business Requirements Document: Functional Area 6	80	$ 17,200	Month 11*	12/31/2015
D7.8 Draft and Final Business Requirements Document: Functional Area 7	80	$ 17,200	Month 11*	12/31/2015
D7.9 Draft and Final Business Requirements Document: Functional Area 8	80	$ 17,200	Month 11*	12/31/2015
D7.10 Draft and Final Business Requirements Document: Functional Area 9	80	$ 17,200	Month 11*	12/31/2015
D7.11 Draft and Final Business Requirements Document: Functional Area 10	80	$ 17,200	Month 11*	12/31/2015
Sub-Total	**850**	**$ 182,750**		
Task 8: Develop business rules and forms for permissions and confidentiality				
Deliverables				
D8.1 Deliverable Expectations Document: Permissions and Confidentiality Business Rules and Forms	80	$ 17,200	Month 11	12/31/2015
D8.2 Draft Permissions and Confidentiality Business Rules and Forms	240	$ 51,600	Month 13	2/29/2016
D8.3 Final Permissions and Confidentiality Business Rules and Forms	80	$ 17,200	Month 14	3/31/2016
Sub-Total	**400**	**$ 86,000**		
Task 9: Summarize and aggregate plan for data reporting				
Deliverables				
D9.1 Deliverable Expectations Document: Data Reporting Plan	58	$ 12,384	Month 14	3/31/2016
D9.2 Draft Data Reporting Plan	172	$ 37,152	Month 15	4/29/2016
D9.3 Final Data Reporting Plan	58	$ 12,384	Month 16	5/31/2016
Sub-Total	**280**	**$ 61,920**		
Task 10: Develop implementation plan				
Deliverables				
D10.1 Deliverable Expectations Document: Implementation Plan	58	$ 12,384	Month 16	5/31/2016

D10.2 Draft Implementation Plan	172	$ 37,152	Month 17	6/30/2016
D10.3 Final Implementation Plan	58	$ 12,384	Month 18	7/29/2016
Sub-Total	**288**	**$ 61,920**		
Total: Tasks 1-10	**3,382**	**$ 727,130**		
Task 11: Technical and other assistance as needed				
Deliverables				
To be determined; will be task order driven	1,200	$ 258,000	Ongoing	
Total: Task 11	**1,200**	**$ 258,000**		
Total: Tasks 1-11	**4,582**	**$ 985,130**		

**Business requirements for individual functional areas may be delivered earlier than month 11 at the State's request.*

TASK 11: Technical Assistance & Ad Hoc Task Orders

Services performed under Task 11, Technical Assistance (Ad Hoc) - Task Orders shall not exceed a maximum amount of $258,000 and shall not exceed the maximum amount as specified within each individual Task Order.

Services performed pursuant to a task order clarify and expand upon tasks already enumerated as according to Tasks numbered 1 through 10. Task orders shall not be used to change the maximum amount under this agreement, nor to vary from the maximum amount appropriated for each task. Both parties recognize that the task order process does not obviate the need for State of federal regulatory review of amendments to the scope, budget, or maximum amount of this agreement.

Upon the State's request the Contractor shall reduce to writing offers to perform additional tasks in accordance with the scope of work as found necessary in achievement of the goals set out under the Task 11, as specified in Attachment A. Each task order will be reduced to writing and submitted to the State for acceptance and approval prior to commencement of any additional tasks. State approval is contingent upon approval from the DVHA business office, and the Office of the Attorney General. Contractor shall submit monthly invoices that include the number of hours worked by staff, as well as a description of the work performed.

5. Contractor agrees that with written notice of unsatisfactory performance, the State will retain 15% from the invoice total until corrective action is complete, and a satisfactory work product is delivered. In the event that Contractor fails to take corrective action resulting in delivery of satisfactory work in a timely manner, as determined by the State of Vermont, the State may retain funds equal to the entire amount of funds budgeted for that task. Contractor further agrees that the retainage process and amount is a fair representation of the impairment of value of the contract created by late or insufficient performance on the part of Contractor. The release of retainage may take place after satisfactory conclusion of, or performance towards, a given task. The Contractor may submit an invoice for the amount of retained funds payable for a particular task immediately following successful completion and State acceptance of the deliverable. Retainage invoices will be reviewed by the State before payment. Failure to meet timelines or to deliver required products may result in forfeiture of retainage at the discretion of the State. Contractor agrees that time is of the essence for purposes of deliverables and tasks.

Payments shall be remitted to:

Berry Dunn McNeil & Parker, LLC
100 Middle Street,
PO Box 1100
Portland, ME 04104

6. The Contractor shall request approval from the State before new personnel can begin work pertaining to this agreement. The State has the right to reject any of the Contractor's personnel if he or she does not suit the needs of this agreement. Requests may be submitted to the DVHA Business Office. The approved personnel are reflected in the Rate Chart below:

Rate Chart		
Billable Rate per Hour Not to Exceed Task Maximum Amount		
Name	**Position**	**Rate Per Hour**
Charlie Leadbetter	Principal	$325
Danielle Ewing	Project Manager	$230
Nicole Field	Lead Senior Business Analyst	$195
Julie Gage	Lead Senior Technical Analyst	$195
Peter Alfrey	Senior Business Analyst	$195
Patricia Schaffer	Senior Technical Analyst	$195
Ethan Wiley	Business Analyst	$130

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 this Agreement extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this Agreement, the State may cancel at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, and in the event federal funds become unavailable or reduced, the State may suspend or cancel this Grant immediately, and the State shall have no obligation to pay Subrecipient from State revenues.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Professional Liability: Before commencing work on this Agreement and throughout the term of this Agreement, the Party shall procure and maintain professional liability insurance for any and all services performed under this Agreement, with minimum coverage of **$2,000,000** per occurrence, and **$2,000,000** aggregate.

8. **Reliance by the State on Representations:** All payments by the State under this Agreement will be made in reliance upon the accuracy of all prior representations by the Party, including but not limited to bills, invoices, progress reports and other proofs of work.

9. **Requirement to Have a Single Audit:** In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, the Subrecipient will complete the Subrecipient Annual Report annually within 45 days after its fiscal year end, informing the State of Vermont whether or not a Single Audit is required for the prior fiscal year. If a Single Audit is required, the Subrecipient will submit a copy of the audit report to the granting Party within 9 months. If a single audit is not required, only the Subrecipient Annual Report is required.

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

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

11. **Fair Employment Practices and Americans with Disabilities Act**: Party agrees to comply with the requirement of Title 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 this Agreement or any portion thereof to any other Party without the prior written approval of the State. Party also agrees to include in all subcontract or subgrant agreements a tax certification in accordance with paragraph 13 above.

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

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

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

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

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

ATTACHMENT 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 Heath Access** ("Covered Entity") and **Berry Dunn McNeil & Parker, LLC** ("Business Associate") as of **February 1, 2015** ("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 (HITECH), and any associated federal rules and regulations.

The parties agree as follows:

1. Definitions. All capitalized terms used but not otherwise defined in this Agreement have the meanings set forth in 45 CFR Parts 160 and 164 as amended by HITECH and associated federal rules and regulations.

"Agent" means those person(s) who are agents(s) of the Business Associate, in accordance with the Federal common law of agency, as referenced in 45 CFR § 160.402(c).

"Breach" means the acquisition, access, use or disclosure of protected health information (PHI) which compromises the security or privacy of the PHI, except as excluded in the definition of Breach in 45 CFR § 164.402.

"Business Associate shall have the meaning given in 45 CFR § 160.103.

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

"Protected Health Information" or PHI shall have the meaning given in 45 CFR § 160.103, limited to the information created or received by Business Associate from or on behalf of Agency.

"Security Incident" means any known successful or unsuccessful attempt by an authorized or unauthorized individual to inappropriately use, disclose, modify, access, or destroy any information or interference with system operations in an information system.

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

"Subcontractor" means a person or organization to whom a Business Associate delegates a function, activity or service, other than in the capacity of a member of the workforce of the Business Associate. For purposes of this Agreement, the term Subcontractor includes Subgrantees.

2. Identification and Disclosure of Privacy and Security Offices. Business Associate and Subcontractors shall provide, within ten (10) days of the execution of this agreement, written notice to the

Covered Entity's contract/grant manager the names and contact information of both the HIPAA Privacy Officer and HIPAA Security Officer. This information must be updated any time either of these contacts changes.

3. Permitted and Required Uses/Disclosures of PHI.

3.1 Except as limited in this Agreement, Business Associate may use or disclose PHI to perform Services, as specified in the underlying grant or contract with Covered Entity. The uses and disclosures of Business Associate are limited to the minimum necessary, to complete the tasks or to provide the services associated with the terms of the underlying agreement. Business Associate shall not use or disclose PHI in any manner that would constitute a violation of the Privacy Rule if used or disclosed by Covered Entity in that manner. Business Associate may not use or disclose PHI other than as permitted or required by this Agreement or as Required by Law.

3.2 Business Associate may make PHI available to its employees who need access to perform Services provided that Business Associate makes such employees aware of the use and disclosure restrictions in this Agreement and binds them to comply with such restrictions. Business Associate may only disclose PHI for the purposes authorized by this Agreement: (a) to its agents and Subcontractors in accordance with Sections 9 and 17 or, (b) as otherwise permitted by Section 3.

3.3 Business Associate shall be directly liable under HIPAA for impermissible uses and disclosures of the PHI it handles on behalf of Covered Entity, and for impermissible uses and disclosures, by Business Associate's Subcontractor(s), of the PHI that Business Associate handles on behalf of Covered Entity and that it passes on to Subcontractors.

4. Business Activities. Business Associate may use PHI received in its capacity as a Business Associate to Covered Entity if necessary for Business Associate's proper management and administration or to carry out its legal responsibilities. Business Associate may disclose PHI received in its capacity as Business Associate to Covered Entity for Business Associate's proper management and administration or to carry out its legal responsibilities if a disclosure is Required by Law or if Business Associate obtains reasonable written assurances via a written agreement from the person to whom the information is to be disclosed that the PHI shall remain confidential and be used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the Agreement requires the person or entity to notify Business Associate, within two (2) business days (who in turn will notify Covered Entity within two (2) business days after receiving notice of a Breach as specified in Section 6.1), in writing of any Breach of Unsecured PHI of which it is aware. Uses and disclosures of PHI for the purposes identified in Section 3 must be of the minimum amount of PHI necessary to accomplish such purposes.

5. Safeguards. Business Associate, its Agent(s) and Subcontractor(s) shall implement and use appropriate safeguards to prevent the use or disclosure of PHI other than as provided for by this Agreement. With respect to any PHI that is maintained in or transmitted by electronic media, Business Associate or its Subcontractor(s) shall comply with 45 CFR sections 164.308 (administrative safeguards), 164.310 (physical safeguards), 164.312 (technical safeguards) and 164.316 (policies and procedures and documentation requirements). Business Associate or its Agent(s) and Subcontractor(s) shall identify in writing upon request from Covered Entity all of the safeguards that it uses to prevent impermissible uses or disclosures of PHI.

6. Documenting and Reporting Breaches.

6.1 Business Associate shall report to Covered Entity any Breach of Unsecured PHI, including Breaches reported to it by a Subcontractor, as soon as it (or any of its employees or agents) becomes aware of any such Breach, and in no case later than two (2) business days after it (or any of its

employees or agents) becomes aware of the Breach, except when a law enforcement official determines that a notification would impede a criminal investigation or cause damage to national security.

6.2 Business Associate shall provide Covered Entity with the names of the individuals whose Unsecured PHI has been, or is reasonably believed to have been, the subject of the Breach and any other available information that is required to be given to the affected individuals, as set forth in 45 CFR § 164.404(c), and, if requested by Covered Entity, information necessary for Covered Entity to investigate the impermissible use or disclosure. Business Associate shall continue to provide to Covered Entity information concerning the Breach as it becomes available to it. Business Associate shall require its Subcontractor(s) to agree to these same terms and conditions.

6.3 When Business Associate determines that an impermissible acquisition, use or disclosure of PHI by a member of its workforce is not a Breach, as that term is defined in 45 CFR § 164.402, and therefore does not necessitate notice to the impacted individual(s), it shall document its assessment of risk, conducted as set forth in 45 CFR § 402(2). When requested by Covered Entity, Business Associate shall make its risk assessments available to Covered Entity. It shall also provide Covered Entity with 1) the name of the person(s) making the assessment, 2) a brief summary of the facts, and 3) a brief statement of the reasons supporting the determination of low probability that the PHI had been compromised. When a breach is the responsibility of a member of its Subcontractor's workforce, Business Associate shall either 1) conduct its own risk assessment and draft a summary of the event and assessment or 2) require its Subcontractor to conduct the assessment and draft a summary of the event. In either case, Business Associate shall make these assessments and reports available to Covered Entity.

6.4 Business Associate shall require, by contract, a Subcontractor to report to Business Associate and Covered Entity any Breach of which the Subcontractor becomes aware, no later than two (2) business days after becomes aware of the Breach.

7. **Mitigation and Corrective Action.** Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to it of an impermissible use or disclosure of PHI, even if the impermissible use or disclosure does not constitute a Breach. Business Associate shall draft and carry out a plan of corrective action to address any incident of impermissible use or disclosure of PHI. If requested by Covered Entity, Business Associate shall make its mitigation and corrective action plans available to Covered Entity. Business Associate shall require a Subcontractor to agree to these same terms and conditions.

8. **Providing Notice of Breaches.**

8.1 If Covered Entity determines that an impermissible acquisition, access, use or disclosure of PHI for which one of Business Associate's employees or agents was responsible constitutes a Breach as defined in 45 CFR § 164.402, and if requested by Covered Entity, Business Associate shall provide notice to the individual(s) whose PHI has been the subject of the Breach. When requested to provide notice, Business Associate shall consult with Covered Entity about the timeliness, content and method of notice, and shall receive Covered Entity's approval concerning these elements. The cost of notice and related remedies shall be borne by Business Associate.

8.2 If Covered Entity or Business Associate determines that an impermissible acquisition, access, use or disclosure of PHI by a Subcontractor of Business Associate constitutes a Breach as defined in 45 CFR § 164.402, and if requested by Covered Entity or Business Associate, Subcontractor shall provide notice to the individual(s) whose PHI has been the subject of the Breach. When Covered Entity requests that Business Associate or its Subcontractor provide notice, Business Associate shall either 1) consult with Covered Entity about the specifics of the notice as set forth in section 8.1, above, or 2) require, by contract, its Subcontractor to consult with Covered Entity about the specifics of the notice as set forth in

section 8.1

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

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

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

9. Agreements with Subcontractors. Business Associate shall enter into a Business Associate Agreement with any Subcontractor to whom it provides PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity in which the Subcontractor agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such PHI. Business Associate must enter into this Business Associate Agreement before any use by or disclosure of PHI to such agent. The written agreement must identify Covered Entity as a direct and intended third party beneficiary with the right to enforce any breach of the agreement concerning the use or disclosure of PHI. Business Associate shall provide a copy of the Business Associate Agreement it enters into with a subcontractor to Covered Entity upon request. Business associate may not make any disclosure of PHI to any Subcontractor without prior written consent of Covered Entity.

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

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

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

13. Books and Records. Subject to the attorney-client and other applicable legal privileges, Business Associate shall make its internal practices, books, and records (including policies and procedures and PHI) relating to the use and disclosure of PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity available to the Secretary in the time and manner designated by the Secretary. Business Associate shall make the same information available to Covered Entity, upon Covered Entity's request, in the time and manner reasonably designated by Covered Entity so that Covered Entity may determine whether Business Associate is in compliance with this Agreement.

14. Termination.

14.1 This Agreement commences on the Effective Date and shall remain in effect until terminated by Covered Entity or until all of the PHI provided by Covered Entity to Business Associate or created or received by Business Associate on behalf of Covered Entity is destroyed or returned to Covered Entity subject to Section 18.7.

14.2 If Business Associate breaches any material term of this Agreement, Covered Entity may either: (a) provide an opportunity for Business Associate to cure the breach and Covered Entity may terminate the contract or grant without liability or penalty if Business Associate does not cure the breach within the time specified by Covered Entity; or (b) immediately terminate the contract or grant without liability or penalty if Covered Entity believes that cure is not reasonably possible; or (c) if neither termination nor cure are feasible, Covered Entity shall report the breach to the Secretary. Covered Entity has the right to seek to cure any breach by Business Associate and this right, regardless of whether Covered Entity cures such breach, does not lessen any right or remedy available to Covered Entity at law, in equity, or under the contract or grant, nor does it lessen Business Associate's responsibility for such breach or its duty to cure such breach.

15. Return/Destruction of PHI.

15.1 Business Associate in connection with the expiration or termination of the contract or grant shall return or destroy, at the discretion of the Covered Entity, all PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity pursuant to this contract or grant that Business Associate still maintains in any form or medium (including electronic) within thirty (30) days after such expiration or termination. Business Associate shall not retain any copies of the PHI. Business Associate shall certify in writing for Covered Entity (1) when all PHI has been returned or destroyed and (2) that Business Associate does not continue to maintain any PHI. Business Associate is to provide this certification during this thirty (30) day period.

15.2 Business Associate shall provide to Covered Entity notification of any conditions that Business Associate believes make the return or destruction of PHI infeasible. If Covered Entity agrees that return or destruction is infeasible, Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible for so long as Business Associate maintains such PHI. This shall also apply to all Agents and Subcontractors of Business Associate.

16. Penalties and Training. Business Associate understands that: (a) there may be civil or criminal penalties for misuse or misappropriation of PHI and (b) violations of this Agreement may result in notification by Covered Entity to law enforcement officials and regulatory, accreditation, and licensure organizations. If requested by Covered Entity, Business Associate shall participate in training regarding the use, confidentiality, and security of PHI.

17. Security Rule Obligations. The following provisions of this section apply to the extent that Business

Associate creates, receives, maintains or transmits Electronic PHI on behalf of Covered Entity.

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

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

17.3 Business Associate shall report in writing to Covered Entity any Security Incident pertaining to such Electronic PHI (whether involving Business Associate or an Agent or Subcontractor). Business Associate shall provide this written report as soon as it becomes aware of any such Security Incident, and in no case later than two (2) business days after it becomes aware of the incident. Business Associate shall provide Covered Entity with the information necessary for Covered Entity to investigate any such Security Incident.

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

18. <u>Miscellaneous.</u>

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

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

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

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

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

18.6 Business Associate shall abide by the terms and conditions of this Agreement with respect to all PHI it receives from Covered Entity or creates or receives on behalf of Covered Entity even if some of

that information relates to specific services for which Business Associate may not be a "Business Associate" of Covered Entity under the Privacy Rule.

18.7 Business Associate is prohibited from directly or indirectly receiving any remuneration in exchange for an individual's PHI. Business Associate will refrain from marketing activities that would violate HIPAA, including specifically Section 13406 of the HITECH Act. Reports or data containing the PHI may not be sold without Agency's or the affected individual's written consent.

18.8 The provisions of this Agreement that by their terms encompass continuing rights or responsibilities shall survive the expiration or termination of this Agreement. For example: (a) the provisions of this Agreement shall continue to apply if Covered Entity determines that it would be infeasible for Business Associate to return or destroy PHI as provided in Section 14.2 and (b) the obligation of Business Associate to provide an accounting of disclosures as set forth in Section 11 survives the expiration or termination of this Agreement with respect to accounting requests, if any, made after such expiration or termination.

(Rev: 9/21/13)

ATTACHMENT F
AGENCY OF HUMAN SERVICES' CUSTOMARY CONTRACT PROVISIONS

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

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

3. **Medicaid Program Contractors**:

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

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

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

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

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

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

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

to pay for such services.

5. **Voter Registration**. When designated by the Secretary of State, the Contractor agrees to become a voter registration agency as defined by 17 V.S.A. §2103 (41), and to comply with the requirements of state and federal law pertaining to such agencies.

6. **Drug Free Workplace Act.** The Contractor will assure a drug-free workplace in accordance with 45 CFR Part 76.

7. **Privacy and Security Standards.**

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

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

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

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

8. **Abuse Registry.** The Contractor agrees not to employ any individual, use any volunteer, or otherwise provide reimbursement to any individual in the performance of services connected with this agreement, who provides care, custody, treatment, transportation, or supervision to children or vulnerable adults if there is a substantiation of abuse or neglect or exploitation against that individual. The Contractor will check the Adult Abuse Registry in the Department of Disabilities, Aging and Independent Living. Unless the Contractor holds a valid child care license or registration from the Division of Child Development, Department for Children and Families, the Contractor shall also check the Central Child Protection Registry. (See 33 V.S.A. §4919(a) (3) & 33 V.S.A. §6911(c) (3)).

9. **Reporting of Abuse, Neglect, or Exploitation.** Consistent with provisions of 33 V.S.A. §4913(a) and §6903, any agent or employee of a Contractor who, in the performance of services connected with this agreement, has contact with clients or is a caregiver and who has reasonable cause to believe that a child or vulnerable adult has been abused or neglected as defined in Chapter 49 or abused, neglected, or exploited as defined in Chapter 69 of Title 33 V.S.A. shall make a report involving children to the Commissioner of the Department for Children and Families within 24 hours or a report involving vulnerable adults to the Division of Licensing and Protection at the Department of Disabilities, Aging, and Independent Living within 48 hours. This requirement applies except in those instances where particular roles and functions are exempt from reporting under state and federal law. Reports involving children shall contain the information required by 33 V.S.A. §4914. Reports involving vulnerable adults shall contain the information required by 33 V.S.A. §6904. The Contractor will ensure that its agents or employees receive training on the reporting of abuse or neglect to children and abuse, neglect or exploitation of vulnerable adults.

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

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

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

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

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

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

    a. 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.

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

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

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

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

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

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

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

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

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

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

Attachment F- Revised AHS -12/10/10

APPENDIX I – REQUIRED FORMS
Request for Approval to Subcontract

Date of Request: _____

Original Contractor Name: _____ **Contract #:** _____

Address: _____

Phone Number: _____

Contact Person: _____

Agreement #: _____ Signature: _____

Subcontractor Name: _____

Address: _____

Phone Number: _____

Contact Person: _____

Scope of Subcontracted Services: _____

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

Dollar Amount of Subcontracted Services: $ _____

Date Range for Subcontracted Services: Start: _____ End: _____

DVHA Contact Person: _____ Signature: _____

Phone Number: _____

Business Office Review

Comments: _____

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

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

BerryDunn Group Contract #27881
Task Order 001

Task Title:	
Responsible Fiscal Party - List Department(s):	
Amount Requested for Approval:	
Affiliate Number/Internal Financial Information:	
Funding Source:	
Effective Dates:	
Project Manager Contact Information:	

1. **Scope of Work**

2. **Deliverables**

3. **Payment Provisions**

Payment terms must specify if payments are based on an hourly rate or deliverables. State estimated hours and rate per hour if payments are based on an hourly rate. Deliverables shall be tied to payment.

Approval:

BerryDunn	Charlie Leadbetter	
Approval Signature		Date
DVHA Business Lead:	Ashley Berliner	
Approval Signature		Date
DVHA Contract Administrator	Michelle A. Mosher	
Approval Signature		Date
Attorney General's Office	Jared Bianchi	
Approval Signature		Date

Comments: _____

Must be signed by all parties prior to commencement of work