

STATE OF VERMONT GRANT AGREEMENT				Part 1-Grant Award Detail			
SECTION I - GENERAL GRANT INFORMATION							
<sup>1</sup> Grant #: 03410-1558-16			<sup>2</sup> Original <input type="checkbox"/>		Amendment # <input type="checkbox"/>		
<sup>3</sup> Grant Title: Provide the infrastructure and staffing to promote and support the use of the Blueprint clinical registry							
<sup>4</sup> Amount Previously Awarded: \$0.00		<sup>5</sup> Amount Awarded This Action: \$205,000.00		<sup>6</sup> Total Award Amount: \$205,000.00			
<sup>7</sup> Award Start Date: 07/01/2015		<sup>8</sup> Award End Date: 06/30/2016		<sup>9</sup> Subrecipient Award: YES <input type="checkbox"/> NO <input type="checkbox"/>			
<sup>10</sup> Vendor #: 6970		<sup>11</sup> Grantee Name: Cathedral Square Corporation					
<sup>12</sup> Grantee Address: 412 Farrell Street							
<sup>13</sup> City: South Burlington			<sup>14</sup> State: VT		<sup>15</sup> Zip Code: 05403		
<sup>16</sup> State Granting Agency: AHS/ Department of Vermont Health Access					<sup>17</sup> Business Unit: 03410		
<sup>18</sup> Performance Measures: YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>		<sup>19</sup> Match/In-Kind: Description:					
<sup>20</sup> If this action is an amendment, the following is amended: Amount: <input type="checkbox"/> Funding Allocation: <input type="checkbox"/> Performance Period: <input type="checkbox"/> Scope of Work: <input type="checkbox"/> Other: <input type="checkbox"/>							
SECTION II - SUBRECIPIENT AWARD INFORMATION							
<sup>21</sup> Grantee DUNS #: 098350291			<sup>22</sup> Indirect Rate: 5.00 % <small>(Approved rate or de minimis 10%)</small>		<sup>23</sup> FFATA: YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>		
<sup>24</sup> Grantee Fiscal Year End Month (MM format): 9			<sup>25</sup> R&D: <input type="checkbox"/>				
<sup>26</sup> DUNS Registered Name (if different than VISION Vendor Name in Box 11):							
SECTION III - FUNDING ALLOCATION							
STATE FUNDS							
Fund Type	<sup>27</sup> Awarded Previously	<sup>28</sup> Award This Action	<sup>29</sup> Cumulative Award	<sup>30</sup> Special & Other Fund Descriptions			
General Fund			\$0.00				
Special Fund			\$0.00				
Global Commitment (non-subrecipient funds)		\$205,000.00	\$205,000.00				
Other State Funds			\$0.00				
FEDERAL FUNDS <small>(includes subrecipient Global Commitment funds)</small>					Required Federal Award Information		
<sup>31</sup> CFDA#	<sup>32</sup> Program Title	<sup>33</sup> Awarded Previously	<sup>34</sup> Award This Action	<sup>35</sup> Cumulative Award	<sup>36</sup> FAIN	<sup>37</sup> Fed Award Date	<sup>38</sup> Total Federal Award
				\$0.00			
<sup>39</sup> Federal Awarding Agency:			<sup>40</sup> Federal Award Project Descr:				
				\$0.00			
Federal Awarding Agency:			Federal Award Project Descr:				
				\$0.00			
Federal Awarding Agency:			Federal Award Project Descr:				
				\$0.00			
Federal Awarding Agency:			Federal Award Project Descr:				
				\$0.00			
Federal Awarding Agency:			Federal Award Project Descr:				
<b>Total Awarded - All Funds</b>		\$0.00	\$205,000.00	\$205,000.00			
SECTION IV - CONTACT INFORMATION							
<sup>41</sup> STATE GRANTING AGENCY				<sup>42</sup> GRANTEE			
NAME:				NAME:			
TITLE:				TITLE:			
PHONE:				PHONE:			
EMAIL:				EMAIL:			

1. **Parties:** This is an Agreement for services between the State of Vermont, Department of Vermont Health Access (hereafter called “State”), and Cathedral Square Corporation with a principal place of business at 412 Farrell Street, South Burlington, VT 05403 (hereafter called “Contractor”). 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 Agreement is to provide the infrastructure and staffing to promote and support the use of the Blueprint clinical registry (“Docsite”) or an alternate care management system by Support and Services at Home (SASH) staff for tracking encounters with and reporting on management of the SASH participant population. Detailed services to be provided by the Contractor are described in Attachment A.
3. **Award Details:** Amounts, dates and other award details are as shown in the attached *Grant Agreement Part 1-Grant Award Detail*. A detailed scope of work covered by this award is described in Attachment A.
4. **Maximum Amount:** In consideration of services to be performed by the Contractor, the State agrees to pay the Contractor, per payment provisions specified in Attachment B, a sum not to exceed \$205,000.
5. **Grant Term:** The effective date of this Agreement shall be July 1, 2015 and end on June 30, 2016. This agreement may be renewed for an additional two (2), one (1) year terms beyond the original term of this agreement as agreed by both parties.

Work performed between July 1, 2015 (retroactive date) and the signing or execution of this agreement that is in conformity with Attachment A may be billed under this agreement. Contractor agrees that in exchange for the consideration of the option to bill for services performed, all terms and conditions described in this agreement shall apply to any and all services performed for or on behalf of the State. Contractor agrees that by submitting invoices, bills, or otherwise seeking compensation for services performed prior to the finalization of this agreement or signing of this agreement, Contractor is agreeing to the application of all terms of this contract to that period and to that work. Contractor further agrees to defend, indemnify, and hold the State harmless for any claim, dispute, non-contractual cost or charge, or any liability whatsoever, whether in law, equity, or otherwise, which arises from or is connected to the work performed prior to the execution of this agreement. Contractor further agrees that these terms apply regardless of whether the work is accepted by the State, and regardless of whether payment is issued by the State to the Contractor for the work in question.

6. **Source of Funds:** HIT purchased Global Commitment \$205,000
7. **Amendment:** No changes, modifications, or amendments in the terms and conditions of this procurement grant shall be effective unless reduced to writing, numbered, and signed by the duly authorized representative of the State and Contractor.
8. **Cancellation:** This procurement grant agreement may be suspended or cancelled by either party by giving the other party written notice at least 30 days in advance. Notwithstanding this provision, if a governmental agency with due authority determines that a program or facility operated by the Contractor, wherein services authorized under this procurement grant are provided, is not in compliance with State and Federal law or is operating with deficiencies that pose immediate jeopardy to a child’s health, welfare or safety, the State may terminate this procurement grant immediately and notify the Contractor accordingly. Also, in the event that federal funds supporting this procurement grant become unavailable or are reduced, the State may cancel this procurement grant with no obligation to pay the Contractor from State revenues.

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

	<u>State Program Manager</u>	<u>State Fiscal Manager</u>	<u>For the Contractor</u>
Name:	Miki Hazard	Natalie Elvidge	Kim Fitzgerald
Phone #:	802-654-8932	802-879-7956	802-863-2224
E-mail:	<a href="mailto:Miki.Hazard@vermont.gov">Miki.Hazard@vermont.gov</a>	<a href="mailto:Natalie.Elvidge@vermont.gov">Natalie.Elvidge@vermont.gov</a>	<a href="mailto:Fitzgerald@cathedralsquare.org">Fitzgerald@cathedralsquare.org</a>

**NOTICES TO THE PARTIES UNDER THIS AGREEMENT**

To the extent notices are made under this agreement, the parties agree that such notices shall only be effective if sent to the following persons as representative of the parties:

	<b>STATE REPRESENTATIVE</b>	<b>CONTRACTOR</b>
Name	Office of General Counsel	Kim Fitzgerald
Address	312 Hurricane Lane, Suite 201 Williston, VT 05495	412 Farrell Street South Burlington, VT 05403
Email	<a href="mailto:Howard.Pallotta@vermont.gov">Howard.Pallotta@vermont.gov</a>	<a href="mailto:Fitzgerald@cathedralsquare.org">Fitzgerald@cathedralsquare.org</a>

The parties agree that notices may be sent by electronic mail except for the following notices which must be sent by United States Postal Service certified mail: termination of contract, contract actions, damage claims, breach notifications, alteration of this paragraph.

**DVHA MONITORING OF CONTRACT**

The parties agree that the DVHA official State Program Manager is primarily responsible for the review of invoices presented by the Contractor.

**10. Fiscal Year:** Contractor’s fiscal year starts on October 1 and ends on September 30.

**11. Subcontractor Requirements:** 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 Subcontract Form (Appendix I – Required Forms) in order to seek approval from the State prior to signing an agreement with a third party. Upon receipt of the Request for Approval to Subcontract Form, the State shall review and respond within five (5) business days. Under no circumstance shall the Contractor enter into a sub-agreement without prior authorization from the State. The Contractor shall submit the Request for Approval to Subcontract Form to:

Natalie Elvidge  
 Department of Vermont Health Access  
 312 Hurricane Lane, Suite 201  
 Williston, VT 05495  
[Natalie.Elvidge@vermont.gov](mailto:Natalie.Elvidge@vermont.gov)

Miki Hazard  
 Blueprint Assistant Director  
 Department of Vermont Health Access  
 312 Hurricane Lane, Suite 201  
 Williston, Vermont 05495  
[Miki.Hazard@vermont.gov](mailto:Miki.Hazard@vermont.gov)

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

**12. Attachments:** This agreement consists of 32 pages including the following attachments which are incorporated herein:

- Attachment A – Scope of Work to be Performed
- Attachment B – Payment Provisions
- Attachment C – Customary State Contract and Grant Provisions
- Attachment D – Modifications of Insurance
- Attachment E – Business Associate Agreement (not applicable to this agreement)
- Attachment F – AHS Customary Grant Provisions
- Attachment G – Financial Report & Request for Grant Funds

Order of precedence of these documents shall be as follows:

1. Attachment D – Modifications of Insurance
2. Attachment C – Customary State Contract and Grant Provisions
3. Attachment A – Specifications of Work to be Performed
4. Attachment B – Payment Provisions
5. Attachment E – Business Associate Agreement
6. Attachment F – AHS Customary Grant Provisions
7. Attachment G – Financial Report & Request for Grant Funds
8. Other Grant Attachments (if any)

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

**BY THE STATE OF VERMONT:**

**BY THE CONTRACTOR:**

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STEVEN COSTANTINO, COMMISSIONER  
312 Hurricane Lane, Suite 201  
Williston, VT 05495-2087  
Phone: 802-879-5901  
Email: [Steven.Costantino@state.vt.us](mailto:Steven.Costantino@state.vt.us)  
AHS/DVHA

DATE

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KIM FITZGERALD  
412 Farrell Street  
South Burlington, VT, 05403  
Phone: 802-863-2224  
Email: [Fitzgerald@cathedralsquare.org](mailto:Fitzgerald@cathedralsquare.org)

DATE

## ATTACHMENT A SCOPE OF WORK TO BE PERFORMED

This agreement is for one year contingent on funding for the SASH program. The Contractor will be the coordinating organization for the following activities and will provide partial support of up to 2.0 FTE, or the equivalent thereof, to fulfill the following scope of work during this period.

### **Background:**

This agreement is between the State and the Contractor for personnel services to sustain the use of Health Information Technology (HIT) connections by Support and Services at Home (SASH) care coordinators, wellness nurses, and central office staff employed by not-for-profit housing sites and home health agencies statewide receiving funding under the Multi-payer Advanced Primary Care Practice (MAPCP) Medicare demonstration for the care of Medicare beneficiaries. Covisint's DocSite has served as the tracking system (electronic health record) for SASH staff, through which participant assessments, support plans, and measures are populated.

The Contractor acts as the statewide SASH coordinating organization and, as such, provides staff to deliver training on proper use of DocSite and to ensure consistent and accurate data integrity among all statewide SASH sites. This oversight is intended to ensure that the information collected by SASH staff at the housing sites becomes a seamless part of the participant's health record in DocSite and that information will be available in the form of reports for individual participant care, aggregate outcomes, and benchmark reporting. The Contractor currently provides technical assistance and training on the SASH module of the Blueprint clinical registry to SASH users. The Contractor ensures that SASH staff is trained to facilitate community self-management workshops and sends self-management workshop and participant data to Blueprint Regional Coordinators for entry into the Self-Management Support Programs (SMSP) module of DocSite.

Given that Covisint will no longer agree to host and support the Docsite product for the State long-term, the Blueprint for Health is currently seeking alternative options to ensure continued access to a tracking and reporting system for SASH users.

In the event that the Blueprint transitions from Covisint/DocSite to another system, this scope of work applies to any subsequent clinical registry or care management vendor designated for use by the Blueprint, as the SASH training and implementation infrastructure and operational tools can be leveraged to facilitate the transition of SASH users to a new system, if necessary.

### **Scope of Work:**

The Contractor agrees to complete the following tasks:

#### **Task 1: Project Management**

The Contractor will identify a primary Project Manager to provide project management for the services and activities outlined within the scope of work for Tasks 2 through 6 of this agreement.

The Contractor's Project Manager shall actively and collaboratively communicate with State staff and identified designees as needed to identify risks and issues and to reach agreement on mutual decision

points in a timely manner. The Contractor's Project Manager shall be advised and informed by the State's Blueprint Assistant Director and/or Blueprint Data Quality Project Leader.

***Deliverables:***

1. Assignment of a Project Manager on or before July 1, 2015. The Contractor shall notify the State immediately if this position is reassigned and send the State a resume for the newly assigned Project Manager.
2. Weekly and as requested teleconferences or in-person meetings involving the Contractor's Project Manager.
3. The Contractor shall coordinate with the State and identified designees to accomplish Tasks 2 through 6.

**Task 2: Clinical Registry and/or Care Management System Transition and Functional Testing Support**

As directed and approved by the Blueprint Executive Director and/or designated Assistant Director(s), the Contractor shall either:

- Participate in functional testing (validation) of the Blueprint clinical registry as part of the migration of DocSite (pending project approval) OR
- Participate in functional testing (validation) of an alternate care management system (to be determined)

As part of this process, the Contractor shall provide detailed input on functional test plans from SASH users of DocSite and shall name and assign at least one (1) SASH wellness nurse, 1 SASH care coordinator, and 1 SASH data analyst to participate fully in the testing according to reasonable timeframes provided by the Blueprint Executive Director and/or designated Assistant Director(s).

The Contractor shall coordinate testing with representatives from SASH and track testing results, reporting issues to relevant parties for resolution. The Contractor shall perform initial testing and re-testing of issues as requested.

As directed by the Blueprint Executive Director and/or designated Assistant Director(s), the Contractor shall provide transition support for the Blueprint clinical registry to users during the migration process or to a new care management system, which includes the dissemination of a communication plan, the delivery of new user credentials, assisting users with accessing the new system URL and resetting initial passwords, and the creation of training materials for new login processes and changes to the system.

***Deliverables:*** During and immediately following the migration of DocSite (pending project approval) or the transition to a new care management system (to be determined), the Contractor shall:

1. Coordinate functional testing (validation) of the system with at least 3 assigned SASH representatives (such as a wellness nurse, a care coordinator, and/or a data analyst) as part of the system transition and during the two weeks prior to Go Live
2. Ensure assigned SASH staff performs initial testing and re-testing of issues as requested during testing period (two weeks prior to Go Live)

3. Track testing results and report issues to the Blueprint for troubleshooting and resolution on at least a daily basis during testing period
4. In collaboration with the State and identified designees, provide transition support to the new system for current SASH users of DocSite during the migration process (two weeks prior to Go Live through 30 days post Go Live)
5. Meet as requested with the State and identified designees involved in the system migration or implementation

### **Task 3: Clinical Registry and/or Care Management System Training – SASH Users**

The Contractor shall provide direct training on the effective use of the Blueprint clinical registry and/or an alternate care management system to all SASH staff.

Initial functional and reporting training, as applicable, shall be provided to new users, and ongoing training shall be provided to all existing users, including refresher training and training on new product or new reporting functionality. Training will consist of in-person, hands-on, and webinar-based trainings, as well as individual work (one-on-one trainings).

The Contractor shall serve as the conduit for all reasonable and applicable communications between the State and all SASH users of the system.

The Contractor shall assign adequate, at least one (1), training resources on the ground in Vermont. The training resources shall perform, at a minimum, the following tasks:

- Meet training needs via WebEx or in-person as needed/requested for all new and existing SASH staff who use the system
- Provide training on report writing tools available in the system, as requested, to all SASH users
- Work with all SASH users to ensure measure answers are entered in correct format

The Contractor shall make the following documentation available to all SASH users of the system:

- Recommended browsers and necessary settings for optimal use of the Blueprint clinical registry or care management system, including troubleshooting steps for browsers (clearing cache, etc.)
- Step-by-step User manual for “workarounds” and explanations of most non-intuitive areas of the application to manage expectations for the User experience

The Contractor shall share any documentation produced for SASH users with the State to facilitate knowledge sharing for all users of the system where generally applicable.

#### ***Deliverables:***

1. Assign adequate (at least one (1)) training resources on the ground in Vermont who shall meet all functional and reporting training needs of SASH users of the system by July 1, 2015
2. As requested by the State, communicate between the State and SASH users, as needed, such as about downtime windows, new functionality, user provisioning process, etc.

3. Provide documentation to SASH users on browser settings, troubleshooting, and “workarounds” required for anomalies in the application and share with State staff for possible dissemination to other users by August 31, 2015 and as updates to the information are needed.

#### **Task 4: Clinical Registry and/or Care Management System Support – SASH Users**

The Contractor shall provide direct support on the effective use of the Blueprint clinical registry and/or an alternate care management system to all SASH staff.

The Contractor shall provide a dedicated email address for general Help Desk support for SASH staff.

The Contractor shall develop and implement an effective and simple issue tracking system to triage and prioritize user-reported issues that cannot be resolved at the initial point of contact. The Contractor shall organize the issues into a reporting format for weekly meetings with the State. Urgent issues (such as “system down”) shall be reported immediately to the State or its designee(s).

The Contractor shall assign adequate (at least one (1)) resources on the ground in Vermont who may be the same individual(s) identified as training resources in Task 3 above. The support resources shall perform, at a minimum, the following tasks:

- Provide general support to all SASH system users, including via email, telephone, and in-person support for reported issues, troubleshooting, and just-in-time training needs
- Communicate credentials and instructions for accessing the system to new SASH users and work with the State to develop an efficient system (led by the State or identified designee) to perform new user account set up and permissioning.
- Provide support to all SASH users, including analysis of consistent use of data fields across users and support for their data entry and reporting needs
- Communicate reported user issues to the State during weekly meetings, for non-critical issues, and immediately via email for critical issues, such as “system down”
- Monitor and maintain user accounts to ensure inactivation of accounts for SASH staff who leave the organization and should no longer have access to the system by communicating changes proactively to the State and its designees

#### ***Deliverables:***

1. Assign adequate, at least one (1), support resources on the ground in Vermont who shall meet all general support needs of the SASH system users by July 1, 2015
2. Provide a designated email address for general Help Desk support for SASH staff by July 1, 2015
3. Develop and implement an issue tracking system for triaging and prioritizing user-reported system issues to the State or its designees by August 31, 2015
4. Report critical issues to the State or its designees immediately
5. Meet weekly and upon request with the State or its designees to review the list of user-reported issues and discuss possible paths to resolution

### **Task 5: Clinical Registry and/or Care Management System Data Quality Checks, Reporting, and Analytics**

The Contractor shall assign at least one (1) data analyst on the ground in Vermont.

The Contractor shall assist all SASH system users upon request with ad hoc report writing, data extraction, and analysis.

The Contractor shall review the quality of data input into the system by SASH staff via available reports and shall escalate areas for concern to the State and its designees at weekly meetings, communicating a plan for remediation and resolution of these issues through mechanisms such as staff re-training on data entry, one-time data clean-up efforts, etc.

In coordination with the Blueprint analytics vendor, using reports and analyses generated from the system, the Contractor shall evaluate the level of quality and completeness of current SASH program data, provide summarized findings, and recommend targeted areas and projects for enhancement and expansion of data collection to the Blueprint Executive Director.

#### ***Deliverables:***

1. Assign at least one (1) data analyst on the ground in Vermont by July 1, 2015
2. As requested, provide assistance to all SASH users on ad hoc report writing, data extraction, and analysis
3. Documentation of summarized findings of data quality from analytics reports, including recommended plans for optimization strategies, be provided as requested by the Blueprint Executive Director
4. Work collaboratively with all SASH program users on consistency and quality of data entered into database fields on an ongoing basis
5. Attend data quality meetings as requested by the Blueprint Executive Director

### **Task 6: Clinical Registry and/or Care Management System Development and Implementation Input**

The Contractor shall develop an expert understanding of system workflows, data quality requirements, and reporting needs for the SASH program.

The Contractor shall provide input and support to the State or its designees on recommended bug fixes, ongoing maintenance requests, and enhancements to the Blueprint clinical registry or new care management system. Prioritized enhancements should potentially improve and optimize business processes, end-user workflows, data capture, or reporting.

The Contractor shall perform functional verification and validation testing of general system or SASH-specific enhancements implemented in the Blueprint clinical registry or new care management system. Timed with new product releases and as received from the State or its designees, the Contractor shall release documentation and training on new functionality, new data fields, and/or new reports contained in each release to SASH users.

The Contractor shall participate in strategic planning sessions for future tool selection where technical expertise of the Contractor and risk assessment based on past experience is brought to bear. If an alternate care management system is chosen to replace the DocSite system/Blueprint clinical registry, the Contractor shall participate in all design and build sessions offered by the State or its designees that are required to implement the system for SASH users.

***Deliverables:***

1. On an ongoing basis, develop expertise in systems workflows, data quality requirements, and reporting needs of SASH staff in relation to the clinical registry or care management system identified for use
2. At the end of each quarter, prioritize enhancement requests for the clinical registry or care management system based on their potential to improve and optimize business processes, end-user workflows, data capture, and/or reporting for SASH staff
3. Provide input and support to the State and its designees on recommended bug fixes, ongoing maintenance requests, and enhancements upon request and at least quarterly
4. Perform functional verification and validation testing of enhancements implemented in the clinical registry or care management system as requested by the State
5. Release documentation and training on new functionality, new data fields, and/or new reports contained in each release to SASH staff as requested by the State
6. Meet at least once per month with the State and its designees to provide development input
7. As requested by the Blueprint Executive Director and/or designated Assistant Director(s), participate in strategic planning sessions for future tool selection where technical expertise of the Contractor and risk assessment based on past experience is brought to bear
8. In the event that an alternate care management system is identified for SASH use and as required, participate in all design and build sessions offered by the State or its designees to implement the system for SASH users

## 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 00 days from date of invoice, payments against this agreement will comply with the State's payment terms. The payment schedule for delivered products, or rates for services performed, and any additional reimbursements, are included in this attachment. The following provisions specifying payments are:

1. The Contractor shall submit invoices (Appendix I: Required Forms) quarterly with a current date of submission, a unique invoice number, the agreement number, and dates of service for services being invoiced against the appropriate tasks in Attachment A, a list of allowable expenses incurred, and total charges on or by the 15th of October, January, April, and July for the prior quarter's expenses.
2. Quarterly invoices shall be accompanied by a completed Travel and Expense Form (if expenses are incurred) and Financial Reporting Form as included in Appendix I: Required Forms. All invoices related to this agreement should be submitted in electronic format to:

Natalie Elvidge  
[Natalie.Elvidge@vermont.gov](mailto:Natalie.Elvidge@vermont.gov)

Miki Hazard  
Blueprint Assistant Director  
[Miki.Hazard@vermont.gov](mailto:Miki.Hazard@vermont.gov)

3. The Contractor shall invoice the State up to a maximum of \$51,250.00 for each quarter, based on the State's acceptance of the quarterly progress reports and deliverables as completed and as outlined in Attachment A.

#### **4. Quarterly Progress Report Requirements:**

All payments to the Contractor shall be based upon the State's acceptance of a quarterly progress report and deliverables as completed, as outlined in Attachment A. Quarterly reports are due on the following dates: 10/1/2015, 1/1/2016, 4/1/2016, 7/1/2016 and must include discussion on activities and accomplishments for the previous three (3) month period.

Quarterly reports will also include planned activities for the upcoming three (3) month period, and include proposed timelines. These reports will include, as separate sections, discussion on Task 2 through Task 6, and shall include, where appropriate, the following information:

- a. Discussion on each task within each deliverable
- b. Dates and times of meetings attended, including:
  - i. subject
  - ii. location
  - iii. attendees
  - iv. outcomes;

- c. Work products produced, including:
    - i. type
    - ii. purpose
    - iii. audience
    - iv. usage;
  - d. Trainings held, including:
    - i. subject
    - ii. dates
    - iii. attendees
    - iv. purpose;
  - e. Reports and documentation provided, including:
    - i. type and brief description of content;
  - f. Required enhancements, including:
    - i. plan for approval
    - ii. implementation
    - iii. timeline
    - iv. training;
  - g. Data analysis, including purpose and quality of result, and remediation plan if necessary;
  - h. Dependencies from other contractors working with the State barriers to success, and recommended next steps;
  - i. High-level support issues from the previous quarter and any issues requiring attention or action from the Blueprint Executive Director and/or Assistant Director;
  - j. Discussion on upcoming activities shall include:
    - i. activity,
    - ii. stakeholders
    - iii. partner responsibility
    - iv. State responsibility
    - v. timeline, and include any additional request(s) made by State of Vermont personnel.
5. Payment for activities under each Task will only be issued after all quarterly progress reports are received and accepted by the State.
6. The State reserves the right to withhold part or all of the agreement funds if the State does not receive timely documentation of the successful completion of agreement deliverables outlined in Attachment A. Any work product deemed unacceptable by the State will be subject to revision by the Contractor based upon a remediation plan that the State and the Contractor agree upon.
7. The Contractor will not be reimbursed for other expenses, including supplies, benefits, or insurance.
8. The total maximum amount payable under this agreement shall not exceed \$205,000 for payments for the period of July 1, 2015 through June 30, 2016.

**BASIS FOR BUDGET**

**Agreement Period Beginning July 1, 2015 ending June 30, 2016**

<b>Category</b>	<b>7/1/15-12/31/15</b>	<b>1/1/16-6/30/16</b>	<b>Total</b>
Project Management	\$9,225.00	\$9,225.00	<b>\$18,450.00</b>
Grant / Fiscal Admin	\$5,125.00	\$5,125.00	<b>\$10,250.00</b>
CSC Staff: TA/Trainer; HIT Specialist; Data Analyst; Operations Manager	84,050.00	\$84,050.00	<b>\$168,100.00</b>
Travel; Miscellaneous and contingency	\$4,100.00	\$4,100.00	<b>\$8,200.00</b>
<b>Totals</b>	<b>\$102,500.00</b>	<b>\$102,500.00</b>	<b>\$205,000.00</b>

**ATTACHMENT C: STANDARD STATE PROVISIONS  
FOR CONTRACTS AND GRANTS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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.
- 20. Internal Controls:** In the case that this Agreement is an award that is funded in whole or in part by Federal funds, in accordance with 2 CFR Part II, §200.303, the Party must establish and maintain effective internal control over the Federal award to provide reasonable assurance that the Party is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the award. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States and the "Internal Control Integrated Framework", issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).
- 21. Mandatory Disclosures:** In the case that this Agreement is an award funded in whole or in part by Federal funds, in accordance with 2CFR Part II, §200.113, Party must disclose, in a timely manner, in writing to the State, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures may result in the imposition of sanctions which may include disallowance of costs incurred, withholding of payments, termination of the Agreement, suspension/debarment, etc.
- 22. Conflict of Interest:** Party must disclose in writing any potential conflict of interest in accordance with Uniform Guidance §200.112, Bulletin 5 Section IX and Bulletin 3.5 Section IV.B.

(End of Standard Provisions)

**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 **Cathedral Square Corporation** (“Business Associate”) as of July 1, 2015 (“Effective Date”). This Agreement supplements and is made a part of the contract/grant to which it is attached.

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 18.8.

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. Miscellaneous.**

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.

**ATTACHMENT F**  
**AGENCY OF HUMAN SERVICES' CUSTOMARY GRANT PROVISIONS**

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

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

Evaluate through inspection or other means the quality, appropriateness, and timeliness of services performed; and

Inspect and audit any financial records of such Grantee or subgrantee.

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

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

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

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

4. **Non-discrimination Based on National Origin as evidenced by Limited English Proficiency.** The Grantee agrees to comply with the non-discrimination requirements of Title VI of the Civil Rights Act of 1964, 42 USC Section 2000d, et seq., and with the federal guidelines promulgated pursuant to Executive Order 13166 of 2000, which require that Grantees and subgrantees receiving federal funds must assure that persons with limited English proficiency can meaningfully access services. To the extent the Grantee provides assistance to individuals with limited English proficiency through the use of oral or written translation or interpretive services in compliance with this requirement, such individuals cannot be required to pay for such services.
5. **Voter Registration.** When designated by the Secretary of State, the Grantee agrees to become a voter registration agency as defined by 17 V.S.A. §2103 (41), and to comply with the requirements of state and federal law pertaining to such agencies.
6. **Drug Free Workplace Act.** The Grantee will assure a drug-free workplace in accordance with 45 CFR Part 76.
7. **Privacy and Security Standards.**

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

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

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

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

8. **Abuse Registry.** The Grantee agrees not to employ any individual, use any volunteer, or otherwise provide reimbursement to any individual in the performance of services connected with this agreement, who provides care, custody, treatment, transportation, or supervision to children or vulnerable adults if there is a substantiation of abuse or neglect or exploitation against that individual. The Grantee will check the Adult Abuse Registry in the Department of Disabilities, Aging and Independent Living. Unless the Grantee holds a valid child care license or registration from the Division of Child Development, Department for Children and Families, the Grantee shall also check the central Child Protection Registry. (See 33 V.S.A. §4919(a)(3) & 33 V.S.A. §6911(c)(3)).
9. **Reporting of Abuse, Neglect, or Exploitation.** Consistent with provisions of 33 V.S.A. §4913(a) and

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

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

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

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

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

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

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

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

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

13. **Lobbying.** No federal funds under this agreement may be used to influence or attempt to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, continuation, renewal, amendments other than federal appropriated funds.

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

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

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

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

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

Grantees are prohibited from promoting the use of tobacco products for all clients. Facilities supported

by state and federal funds are prohibited from making tobacco products available to minors.

*Attachment F- Revised AHS- 12/10/10*

**Appendix I: Required Forms**

**INVOICE**

Grantee:	
Grant #:	
Address:	
Invoice #:	
Date of invoice:	

Grantee Billing Contact: \_\_\_\_\_ Phone #: \_\_\_\_\_

Dates of Service	Description of Deliverables/Work Performed ( <b>please include/list a narrative of activities</b> )	Amount
<b>TOTAL:</b>		

**Remittance Address:**

**Bill to Address:**

Natalie Elvidge  
 Department of Vermont Health Access  
 312 Hurricane Lane, Suite 201  
 Williston, Vermont 05495-2806  
[Natalie.Elvidge@state.vt.us](mailto:Natalie.Elvidge@state.vt.us)

**DVHA BO USE: \*INVOICE PAYMENTS ARE NET00 TERMS, UNLESS STATED OTHERWISE\***

**Signature:** \_\_\_\_\_

Travel and Expense Form

Grantee/ Contractor Name:	Invoice #:
Starting Location Address:	Invoice Date:
Grant/Contract Number:	

Travel Start Date	Travel End Date	Description (name of meeting, reason for travel, etc.)	Travel					Meal Expenses			Other Expenses (Receipts Required)				Total
			Starting Location	Destination	End Location	Miles	Amount	Per Diem In-State Rates (Vermont) B: \$5.00 L: \$6.00 D: \$12.85	Per Diem Out-of-State B: \$6.25 L: \$7.25 D: \$18.50	Receipts Required for Expenses in Categories Listed Below					
								Breakfast	Lunch	Dinner	Lodging	Airfare	Training/Registration	Other	
							\$ -								\$ -
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<b>TOTALS</b>							0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

We the undersigned do hereby certify under that the reported information is accurate to the best of our knowledge and that all requests for services and expenses were incurred while performing work for the State of Vermont. The expenses I am requesting reimbursement for are in compliance with the State of Vermont Allowable Rates and Per Diems. **The State reserves the right to withhold payment if the State does not receive required documentation and receipts.**

Claimant's Signature	Date	
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**Current State Reimbursement Rates:** [http://humanresources.vermont.gov/salary/compensation/expense\\_reimbursement](http://humanresources.vermont.gov/salary/compensation/expense_reimbursement)  
**Bulletin 3.4:** [http://aoa.vermont.gov/sites/aoa/files/pdf/AOA-Bulletin\\_3\\_4.pdf](http://aoa.vermont.gov/sites/aoa/files/pdf/AOA-Bulletin_3_4.pdf)

Department of Vermont Health Access Financial Report Form							
Contractor Name	Cathedral Square Corporation					Grant/Contract Number:	03410-1558-16
Grantee's/Contractor's Contact Person:	Kim Fitzgerald					Reporting Period:	July 1, 2015 - June 30, 2016
Grantee's/Contractor's Email Address:	Fitzgerald@cathedralsquare.org						
	<b>TOTAL GRANT BUDGET</b>	<b>Q1 7/1/15-9/30/15</b>	<b>Q2 10/1/15-12/30/15</b>	<b>Q3 12/1/16-3/30/16</b>	<b>Q4 4/1/16-6/30/16</b>	<b>TOTAL EXPENDITURES TO DATE</b>	<b>BALANCE</b>
	\$ 205,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 205,000.00
Tasks 1-6						\$ -	
<b>TOTAL GRANT AMOUNT</b>	\$ 205,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 205,000.00
<b>SIGNATURE OF AUTHORIZING OFFICIAL:</b>							
<b>State Only:</b>							
Program code: 41628		\$ -	\$ -	\$ -	\$ -	\$ -	\$ 205,000.00

Please Note: Only certain white cells are unlocked for editing, please enter the funding amount on the same line as the specific subcategory; the highlighted main categories will autofill  
 For categories with no listed subcategories, please enter a title in the space provided for each subcategory being billed