DVHA Routing Form

Type of Agreement: **Contract** Agreement #: **20763** Form of Agreement: **New** Amendment #:

Name of Recipient: **National Council on Aging** Vendor #: **20018**

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

Brief Explanation of Agreement: **No-Cost agreement to maximize the number of adults with chronic conditions that participate in the Stanford Chronic Disease Self-Management Program (CDSMP), specifically the online version known as Better Choices Better Health (BCBH) and BCBH-Diabetes.**

Start Date: **February 1, 2012** End Date: **June 30, 2012** Maximum Amount: **$0.00**

Amendments Only: Maximum Prior Amount: Percentage of Change:

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

Funding Source

Contents of Attached Packet

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

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

☐ Qualitative/Justification Memo ☐ Attachment E - Business Associate Agreement ☒ Other: **BAA Worksheet**

Reviewer		Reviewer Initials	Date In	Date Out
DVHA Grant & Contract Administrator	**Kate Jones**			1/5/12
DVHA BO	**Jill Gould**		1/5/12	1/5/12
DVHA Commissioner or Designee	**Mark Larson, Commissioner**		1.9.12	1.9.12
AHS Attorney General	**Seth Steinzor**			1/13/12
Following Approvals for Contracts Only:				
AHS CIO				
AHS Central Office	**Martha Faber**			
AHS Secretary	**Doug Racine, Sec**			

Vision Account Codes: **N/A**

	Initials & Date
☐ Subrecipient Module Entry	
☐ FFATA Entry	

Vision PO #: **N/A**

STATE OF VERMONT CONTRACT SUMMARY AND CERTIFICATION - - - - - - - - - - - Form AA-14 (10/18/2010)

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

I. CONTRACT INFORMATION:

CHECK ONLY ONE BOX IF APPLICABLE: ☐ ARRA Contract ☐ ACA Contract

Agency/Department: AHS/ DVHA **Contract #:** 20763 **Amendment #:**

Vendor Name: National Council on Aging VISION Vendor No: 20018

Vendor Address: 1901 L Street, NW, 4th Floor, Washington, D.C. 20036

Starting Date: 2/1/2012 **Ending Date:** 6/30/2012 **Amendment Date:**

Summary of agreement or amendment: Services to develop strategies to maximize the number of adults with chronic conditions that participate in the Stanford Chronic Disease Self-Management Program (CDSMP), specifically the online version known as Better Choices Better Health (BCBH) and BCBH-Diabetes.

II. FINANCIAL INFORMATION

Maximum Payable: $0 Prior Maximum: $ 0 Prior Contract # (If Renewal):

Current Amendment: $ Cumulative amendments: $ 0 % Cumulative Change: %

Business Unit(s): 03410 **VISION Account:**

II. PERFORMANCE INFORMATION

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

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

III. PUBLIC COMPETITION

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

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

IV. TYPE OF AGREEMENT & PERFORMANCE INFORMATION

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

V. SUITABILITY FOR CONTRACT FOR SERVICE

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

VI. CONFLICT OF INTEREST

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

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

VII. PRIOR APPROVALS REQUIRED OR REQUESTED

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

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

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

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

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

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

VIII. AGENCY/DEPARTMENT HEAD CERTIFICATION; APPROVAL MG 1/23/12

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

1.9.12 [signature] 1/25/12 [signature]

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

1/13/12 [signature] N/A

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

N/A 1/20/12 [signature]

Date CIO (initial) Date CMO (initial) Date Secretary of Administration

JAN 26 2012

The National Council on Aging is in partnership as the sole licensee for the online Stanford University chronic disease self-management program (CDSMP). Beginning in 2011 they achieved funding adequate to offer the program nation-wide, making it available to Vermonters for free.

For the past six years the Blueprint for Health has offered the in-person Stanford CDSMP. Based on feedback from consumers, having the option to participate in an online program in addition to the in person group program, would reduce barriers for participation such as transportation, work schedules, and participating during episodes of acute symptoms.

The Blueprint for Health would like to enter into a partnership with NCOA to promote the online program for Vermonters. The partnership would leverage the existing resources of NCOA and Blueprint and would not involve and transfer of funding. Specifically, in exchange for promoting the on-line CDSMP through our existing network of in-person CDSMP providers and serving on their advisory panel, NCOA will provide the Blueprint with data on participants, with their consent, to be included in the overall evaluation of the Vermont program.

NCOA is the only provider of this service per their agreement with Stanford University, justifying a sole source request on behalf of the Blueprint.

APPROVAL: _____ 1/30/12

JEB SPAULDING, SECRETARY OF ADMINISTRATION — DATE

Deputy LH

JAN 26 2012

1. **Parties.** This is a contract for personal services between the State of Vermont, Department of Vermont Health Access (hereafter called "State"), and The National Council on Aging , with a principal place of business in Washington, D.C. (hereafter called "Contractor"). The Contractor's form of business organization is a non-profit service and advocacy organization. The Contractor's local address is 1901 L Street, NW, 4th Floor, Washington, D.C. 20036. It is the Contractor's responsibility to contact the Vermont Department of Taxes to determine if, by law, the Contractor is required to have a Vermont Department of Taxes Business Account Number.

2. **Subject Matter.** The subject matter of this contract is personal services generally on the subject of developing strategies to maximize the number of adults with chronic conditions that participate in the Stanford Chronic Disease Self-Management Program (CDSMP), specifically the online version known as Better Choices Better Health (BCBH) and BCBH-Diabetes.

3. **Maximum Amount.** In consideration of the services to be performed by the Contractor, the State agrees to pay The Contractor, in accordance with the payment provisions specified in Attachment B, a sum not to exceed $0.

4. **Contract Term.** The period of the Contractor's performance shall begin on May 1, 2012 and end on April 30, 2013.

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 The Contractor.

7. **Cancellation.** This contract may be cancelled by either party by giving written notice at least 30 days in advance.

8. **Attachments.** This contract consists of 15 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 F - Customary Contract Provisions of the Agency of Human Services

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

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

BY THE STATE OF VERMONT:

5.17.12

MARK LARSON, COMMISSIONER DATE

DEPARTMENT OF VERMONT HEALTH ACCESS

BY THE CONTRACTOR:

DONNA WHITT, CHIEF FINANCIAL OFFICER DATE

NATIONAL COUNCIL ON AGING

ATTACHMENT A
SPECIFICATIONS OF WORK TO BE PERFORMED

The Contractor and the State are committed to developing strategies to maximize the number of adults with chronic conditions that participate in the Stanford Chronic Disease Self-Management Program (CDSMP), specifically the online version known as Better Choices Better Health (BCBH) and BCBH-Diabetes. It is also acknowledged that providing the online version of CDSMP might significantly increase participation in a highly scalable way. And as appropriate, the two venue approach (offering both community and online CDSMP) might also increase participation in small group CDSMP if online marketing is properly leveraged.

Success in Vermont will require a partnership between the Contractor and State. It is important the partners have a shared understanding of expectations. Through the pilot up to 250 Vermonters will be served between the online Chronic Disease and Diabetes programs by April 14, 2013. Below are the roles and responsibilities we understand of the Contractor and the State for the pilot period. The Contractor and the State are under no obligation after the pilot period (April 14, 2013).

Roles & Responsibilities of the Contractor

- Provide a demo and demo website to familiarize states with the BCBH program.
- Deploy a website with a single National BCBH brand with appropriate technology and security to host BCBH.
- Provide participant slots for the program.
- Provide for the cost of Living Well books for the Pilot and handle distribution of books to participants.
- Provide facilitators for the workshops.
- Supply and compensate online mentor and administration staff to support workshops.
- Develop a social marketing website to promote self-care and CDSMP
- Provide a quarterly usage report (attachment A data elements) as and MS Excel file through secure mailwith specific identified participant data elements including demographics, health information, and attendance.
- Ensure patients indicate their acceptance of the consent policy (Attachment B), privacy policy (Attachment C) and terms of use for the program (Attachment D) prior to participation. A sentence is included on page 2, paragraph 4 of the Privacy Policy, making an exception for Vermont for consent from participants to share identifiable data. For persons residing in the state of Vermont personal data, which includes your name, ethnicity, race, birthdate, gender, health conditions, zip code and whether or not you attended or completed a workshop can and will be shared with the Department of Vermont Health Access in an identifiable format, and will be transmitted over a secured electronic system. The personal data listed above will be used to analyze health outcomes. Information that will not be shared includes postings in the discussion center, goals and action plans, individual internet tools in the workshop and any other electronic communication within the workshop platform.

Roles & Responsibilities of the State

- Execute Pilot marketing and recruiting strategies that coordinate with NCOA national marketing strategy and results in the enrollment of 250 participants.
- Participate on monthly group calls with other communities to exchange ideas, learning, successes as well as brainstorm solutions to challenges.
- Participate on individual calls with other sites to discuss progress, marketing strategies and other pilot activities.
- Complete a brief report via outline provided by the Contractor at the end of the pilot.

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. This agreement as no cost obligation and will be handled as a no-cost contract.
2. No benefits or insurance will be reimbursed by the State.
3. No invoicing will be required.
4. The total maximum amount payable under this contract shall not exceed $0

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, "Contractor" shall mean the Contractor, Grantee or Subrecipient, with whom the State of Vermont is executing this Agreement and consistent with the form of the Agreement.

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

5. **No Employee Benefits For Contractor:** The Contractor 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 Contractor 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 Contractor, 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 Contractor will act in an independent capacity and not as officers or employees of the State.

   The Contractor 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 Contractor or of any agent of the Contractor. The State shall notify the Contractor in the event of any such claim or suit, and the Contractor shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit. The Contractor shall notify its insurance company and the State within 10 days of receiving any claim for damages, notice of claims, pre-claims, or service of judgments or claims, for any act or omissions in the performance of this Agreement.

   After a final judgment or settlement the Contractor may request recoupment of specific defense costs and may file suit in Washington Superior Court requesting recoupment. The Contractor 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 Contractor.

   The Contractor 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 Contractor.

7. **Insurance:** Before commencing work on this Agreement the Contractor must provide certificates of insurance to show that the following minimum coverage is in effect. It is the responsibility of the Contractor to maintain current certificates of insurance on file with the state through the term of the Agreement. No

warranty is made that the coverage and limits listed herein are adequate to cover and protect the interests of the Contractor for the Contractor'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 Contractor shall carry workers' compensation insurance in accordance with the laws of the State of Vermont.

General Liability and Property Damage: With respect to all operations performed under the Agreement, the Contractor 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

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

Automotive Liability: The Contractor 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.

Contractor 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 Contractor shall procure and maintain professional liability insurance for any and all services performed under this Agreement, with minimum coverage of $1,000,000 per occurrence, and $1,000,000 aggregate.

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

9. **Requirement to Have a Single Audit:** In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, and if this Subrecipient expends $500,000 or more in federal assistance during its fiscal year, the Subrecipient is required to have a single audit conducted in accordance with the Single Audit Act, except when it elects to have a program specific audit.

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

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

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

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

11. **Fair Employment Practices and Americans with Disabilities Act**: Contractor 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. Contractor 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 Contractor under this Agreement. Contractor further agrees to include this provision in all subcontracts.

12. **Set Off**: The State may set off any sums which the Contractor owes the State against any sums due the Contractor 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. Contractor 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. Contractor certifies under the pains and penalties of perjury that, as of the date the Agreement is signed, the Contractor 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. Contractor understands that final payment under this Agreement may be withheld if the Commissioner of Taxes determines that the Contractor 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.

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

14. **Child Support**: (Applicable if the Contractor is a natural person, not a corporation or partnership.) Contractor 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.

Contractor makes this statement with regard to support owed to any and all children residing in Vermont. In addition, if the Contractor is a resident of Vermont, Contractor 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**: Contractor shall not assign, subcontract or subgrant the performance of his Agreement or any portion thereof to any other Contractor without the prior written approval of the State. Contractor also agrees to include in subcontract or subgrant agreements a tax certification in accordance with paragraph 13 above.

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

16. **No Gifts or Gratuities**: Contractor 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:** Contractor certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, neither Contractor nor Contractor's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in federal programs or programs supported in whole or in part by federal funds.

ATTACHMENT D
MODIFICATION OF CUSTOMARY PROVISIONS
OF
ATTACHMENT C OR ATTACHMENT F

1. **The insurance requirements contained in Attachment C, Section 7 are hereby modified:**

   N/A

2. **Requirements of other Sections in Attachment C are hereby modified:**

   N/A

3. **Requirements of Sections in Attachment F are hereby modified:**
   For purposes of Attachment F Paragraph 10 of this Agreement, the following entities are approved by the State for use of information entered into the system: Simona Eldridge, Teale Adams, Archie Allison, Sheila Allison, Nisha Baliga, Mary Ellen Beaurain, Winston Bowie, Mari Brick, Dianne Connor, Ann Constance, Jinx Deleon, Suzanne Diehl, Robin Edelman, Lisa Ferretti, Jacquelyn Flynn, Jane Giordano, Charlotte Hayes, Kelly Hollums, Wendy Howard, Sharon Janis, Venus Johnson, Carole Kment, Alan Lau, Keisha Lewis, Kathleen Mahoney, Robin McCollester, Jeanette Miller, Deborah Mink, Bonnie Ochoa, Sandra Parker, Judy Patlen, Lisa Shook, Dawn Weening, Heather Wheeler, Lisa Willette, Patricia Abrahamson, Jean Hardiman Smith, Pauline Kelly, Jonathan Lee, Sally Myricks, Kate Lorig, Diana Laurent , Kathy Plant, Ian McNeil, Sally Rowe, International Fulfillment Corporation, Randall Gruber, LLC, Leviathan Technology Group & Navisite.

   This approval extends to any future contractors and/or consultants whom Contractor may use to replace those in the foregoing list, or whom Contractor may engage in the future to perform services directly related to the activities described in Attachment A ("Scope of Work") of this Agreement. Contractor will require all such entities to conform to the security and privacy provisions of this Agreement with regard to the handling of the subject data.

4. **Reasons for Modifications:**

   The nature of the Contractor's work requires flexibility in the use of subcontractors and consultants.

RECEIVED
MAR 23 2012
DEPARTMENT OF VERMONT
HEALTH ACCESS

APPROVAL:

ASSISTANT ATTORNEY GENERAL

DATE: 3/21/12

State of Vermont – Attachment D
Revised AHS – 12-08-09

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 Contractor 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 Contractor than the State of Vermont, without prior authorization by the State. Nothing herein shall entitle the State to pre-existing Contractor's materials.

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

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

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

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

    2. State supplied and managed equipment and accounts to access state applications and data, including State issued active directory accounts and application specific accounts, which follow the National Institutes of

Standards and Technology (NIST) security and the Health Insurance Portability & Accountability Act (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.