1. **Parties:** This is a Grant Agreement for services between the State of Vermont, Department of Vermont Health Access (hereafter called "State"), and Fletcher Allen Health Care with a principal place of business at 111 Colchester Avenue, Burlington, VT 05401 (hereafter called "Subrecipient"). It is the Subrecipient's responsibility to contact the Vermont Department of Taxes to determine if, by law, the Subrecipient is required to have a Vermont Department of Taxes Business Account Number.
2. **Subject Matter:** The subject matter of this Grant Agreement is to provide free in-person enrollment assistance for Vermont Health Connect to individuals and businesses in communities across Vermont. Detailed services to be provided by the Subrecipient are described in Attachment A.
3. **Maximum Amount:** In consideration of services to be performed by the Subrecipient, the State agrees to pay the Subrecipient, per payment provisions specified in Attachment B, a sum not to exceed $65,000.
4. **Grant Term:** The effective date of this Grant Agreement shall be July 10, 2014 and end on June 30, 2015. The State and Subrecipient have the option of renewing this grant agreement for up to (2) one-year grant terms.
5. **Source of Funds:**

Global Commitment	$ 34,450	Special	$ 0	Federal	$30,550

6. **Federal Funds Information:**

   CFDA Title: Cooperative Agreement to Support Establishment of the Affordable Care Act's Health Insurance Exchange
   CFDA Number: 93.525
   Award Name: Cooperative Agreement to Support Establishment of the Affordable Care Act's Health Insurance Exchange
   Award Number: 1 HBEIE130147-01-00
   Award Year: FFY2013
   Federal Granting Agency: HHS/CMS Center for Consumer Information and Insurance Oversight (CCIIO)
   Research and Development Grant? Yes ☐ No ☒
   Amount: $30,550

   CFDA Title: Medical Assistance Program
   CFDA Number: 93.778
   Award Name: Medicaid - Admin and Program
   Grant Number: 1205VT5ADM
   Award Year: FFY2014
   Award Number: VT20133
   Federal Granting Agency: HHS/CMS Center for Consumer Information and Insurance Oversight (CCIIO)
   Research and Development Grant? Yes ☐ No ☒
   Amount: $19,743.30

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 Subrecipient.
8. **Cancellation:** This grant agreement may be suspended or cancelled by either party by giving the other party written notice at least 30 days in advance. Notwithstanding this provision, if a governmental agency with due authority determines that a program or facility operated by the

Subrecipient, wherein services authorized under this grant are provided, is not in compliance with State and Federal law, the State may terminate this grant immediately and notify the Subrecipient accordingly. Also, in the event that federal funds supporting this grant become unavailable or are reduced, the State may cancel this grant with no obligation to pay the Subrecipient from State revenues.

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

	For the State	For the Subrecipient	State Financial Representative
Name:	Kelly Dougherty, Project Director	Elizabeth Steckel	Meaghan Kelley
Phone #:	802-343-9519	802-847-4017	802-871-3302
E-mail:	Kelly.dougherty@state.vt.us	Elizabeth.Steckel@vtmednet.org	Meaghan.Kelley@state.vt.us

10. **Fiscal Year:** Subrecipient's fiscal year starts on October 1 and ends on September 30th.

11. **Attachments:** This Grant 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 – Modification of Customary Provisions
Attachment E – Business Associate Agreement
Attachment F – AHS Customary Grant Provisions
Attachment G – Navigator Conflict of Interest Framework
Appendix I – Required Forms

Order of precedence of these documents shall be as follows:

1. This Document
2. Attachment D – Modification of Customary Provisions
3. Attachment C – Customary State Contract and Grant Provisions
4. Attachment A – Specifications of Work to be Performed
5. Attachment B – Payment Provisions
6. Attachment E – Business Associate Agreement
7. Attachment F – AHS Customary Grant Provisions
8. Attachment G – Navigator Conflict of Interest Framework
9. Other Attachments

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

BY THE STATE OF VERMONT:

7 15.14

MARK LARSON, COMMISSIONER DATE
AHS/DVHA
312 Hurricane Lane, Suite 201
Williston, VT 05495-2087
Phone: 802-879-5901
Email: Mark.Larson@state.vt.us

BY THE SUBRECIPIENT:

7.14.14

ANNA NOONAN, VICE PRESIDENT DATE
FLETCHER ALLEN HEALTH CARE
111 Colchester Avenue
Burlington, VT 05401
Phone: 802-847-4970
Email: Anna.Noonan@vtmednet.org

ATTACHMENT A
SCOPE OF WORK TO BE PERFORMED

By accepting this grant, the Subrecipient is attesting their intention to serve as a Navigator Organization.

Subrecipient shall:

1) Provide free in-person enrollment assistance to individuals and businesses in Vermont.

2) Conduct outreach and education to individuals and businesses across Vermont to help them learn about Vermont Health Connect.

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

Subrecipient will adhere to Federal Guidelines: Public Health (42 CFR 495), General Administration (45CFR 95), and all other State and Federal Regulations that may apply.

As a Subrecipient of federal funds, the recipient is required to adhere to the following federal regulations:
A-110: "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations" (OMB Circular A-110);
A-122: "Cost Principles for Non-Profit Organizations" (OMB Circular A-122); and
A-133: "Audits of States, Local Governments and Non-Profit Organizations" (OMB Circular A-133)
These circulars may be found on the Office of Management and Budget website at: http://www.whitehouse.gov/omb/circulars/index.html.
As well as any other applicable federal regulations or guidelines specific to the funding of which support this grant agreement.

Definitions
Certified - meeting all requirements for certification as a Navigator including attending/completing all required training and passing the certification exam
Navigator - certified in-person assister who is employed by a designated Navigator organization
Navigator Organization - organization chosen for funding under this agreement and is responsible for the selection, management, oversight and performance of individual Navigators. Navigator organizations will be accountable for ensuring that individual Navigators are competent, professional and have the appropriate skills to adequately fulfill Navigator duties.
Navigator Program Advisory Committee - Committee designed to advise the Project Director on the direction of the Navigator program and inform the Project Director of issues and trends from the field
Public Education Activities - actions including but not limited to

- Participating in the planning and staffing of enrollment events in collaboration with the VHC Outreach Manager;
- Providing a visible Vermont Health Connect presence at community venues, events, fairs and/or festivals at least five times during grant period;

- Coordinating with geographically overlapping Navigator organizations to avoid duplication of effort;
- Identifying locations and dates for Vermont Health Connect events in the communities they serve; and,
- Placing Vermont Health Connect materials in markets, community centers, faith institutions, and other physical and online venues that their target population frequents;

Tier I - organization funded at $100,000 or below
Tier II - organization funded at more than $100,000, serves a regional or statewide geography, and in addition to providing direct Navigator services, will be expected to be strategic partners with Vermont Health Connect and will take a lead role in engaging with and coordinating the efforts of other Navigator Organizations will act as a resource to other Navigator organizations.

1. **Subrecipient Duties and Criteria**

The Subrecipient shall:

- Recruit and assign qualified personnel to be trained and certified as Navigators by the State; "qualified" includes, at minimum, being a high school graduate *and* having prior education or employment experience that is relevant to the Navigator role;
- Evaluate and manage performance of Navigators;
- Ensure that Navigator staff have the appropriate technological skills and equipment to complete on-line applications through VHC;
- Obtain a State of Vermont criminal conviction report on each Navigator for whom one was not previously obtained by the Subrecipient organization and keeping on file throughout the term of this agreement. If the prospective Navigator has not resided in the state of Vermont for the past five consecutive years, then an FBI criminal background check is required. The Subrecipient shall make the criminal conviction report available to the State upon request;
- Ensure that only certified Navigators are providing direct, in person enrollment assistance to consumers;
- Identify distinct target populations and provide for additional outreach and education in conjunction with VHC's outreach efforts;
- Provide monthly reports to the Project Director detailing outreach activities, enrollment activities, and work plans for the coming month per the specific requirements outlined in the standard reporting tool (see Appendix I – Required Documents);
- Attend quarterly Navigator Organization summits to be held in July, October, January and April;
- Manage grant funding and compensation of Navigators, if applicable; and
- Notify the State immediately if a Navigator terminates employment with Navigator organization.

The Subrecipient's individual Navigators shall:

- Maintain expertise in eligibility, enrollment, and program specifications;
- Conduct public education activities to raise awareness about the Exchange;
- Provide information and services to Vermonters in a fair, accurate and impartial manner;

- Facilitate selection of a qualified health plan (QHP) and/or Medicaid, Dr. Dynasaur, and other public health benefit program for eligible individual applicants using the Vermont Health Connect website;
- Provide referrals to any applicable office of health insurance consumer assistance or health insurance ombudsman established under section 2793 of the Public Health Service Act, or any other appropriate State agency or agencies, for any enrollee with a grievance, complaint, or question regarding their health plan, coverage, or a determination under such plan or coverage; and
- Provide information in a manner that is culturally and linguistically appropriate to the needs of the population being served by the Exchange, including individuals with limited English proficiency, and ensure accessibility and usability of Navigator tools and functions for individuals with disabilities in accordance with the Americans with Disabilities Act and section 504 of the Rehabilitation Act.

Subrecipient shall have such policies or procedures that are necessary to ensure that individual Navigators:

- Obtain a signed "Consent for In Person Assistance" form from each customer they assist with completing the on-line application and submit consent forms to the State of Vermont;
- Complete the VHC Navigator training program and pass certification exam;
- Attend additional training as required by Vermont Health Connect to maintain certification;
- Confirm there are no conflicts of interest, and disclose any current or former relationships in the last 5 years with any health insurance or stop loss insurer, or subsidiary, or any existing employment relationship between a health insurer and the individual's spouse or domestic partner.

In addition to the above criteria, the Subrecipient agrees to conduct outreach and education for Vermont Health Connect, including:

- Planning and staffing of enrollment events in collaboration with the VHC Outreach Manager. Subrecipient shall participate in no less than one enrollment event per State fiscal year quarter. Subrecipient shall provide evening and/or weekend availability and agrees to plan their staffing needs accordingly for participation in these events;
- Providing Vermont Health Connect presence at community venues, events, fairs and/or festivals at least five times during grant period;
- Coordinating with geographically overlapping Navigator organizations to avoid duplication of effort;
- Identifying locations and dates for Vermont Health Connect events in the communities they serve;
- Placing Vermont Health Connect materials in markets, community centers, faith institutions, and other physical and online venues; and
- Promoting Vermont Health Connect through email lists and all other available communication tools

Subrecipient is designated as a Tier I Subrecipient. Subrecipient agrees to undertake such measures as necessary to avoid duplicating the efforts of other Subrecipients and

Navigators

2. **Review of Outreach/Marketing Materials**
Subrecipient shall comply with the State's Department of Vermont Health Access (DVHA) co-branding policy. All print materials created or distributed by Subrecipient for the purposes of promoting Navigator services shall feature VHC's logo, a link to VHC's website, and VHC's call center telephone number, all of which can be found at http://healthconnect.vermont.gov/style_guide.

Subrecipient shall provide the State with at least one (1) copy, unless otherwise specified, of any information Subrecipient intends to mail, publish or distribute to their clientele and/or the general public regarding Navigator services/VHC, including, but not limited to, newsletters, print advertisements, health education materials, and special announcements. Subrecipient will provide copies of these documents to a designated VHC Outreach and Education representative for review and approval. The State will provide feedback/approval within 5 business days of receipt. Expedited review may be provided upon request.

Any Subrecipient web pages that discuss a) health care reform or b) enrolling in coverage shall feature text describing VHC, along with VHC's web button with a link to VHC's website. Any press releases and print materials that discuss a) health care reform or b) enrolling in coverage should feature a standard paragraph about VHC, a link to VHC's website, and VHC's call center telephone number.

Management of Navigators
The Subrecipient shall maintain a full time "Blueprint" Navigator utilizing 100% of their staff time, or 40 hours per week, to the services specified under this agreement. In addition, the Subrecipient shall provide 0.3 full-time employee efforts across the health Assistance Program Navigator staff. The Navigator positions will be supervised by the manager for Community Outreach.

The State's Training Process and Requirements

The State shall provide training and certification to Navigators.

Subrecipient shall be responsible for ensuring that Navigators complete the Navigator training program and pass a certification exam. Subrecipient warrants that training for new Navigators will be provided through a combination of in person, remote/videoconferencing, and on-line training. Certification shall consist of:

1. Completing the full Navigator Training program (approximately 24 hours). The training program specifications will be formally released by the State to the Subrecipient once the State Fiscal Year 2015 training program is finalized.
2. Passing a written exam
3. Returning any compliance documents required by the State

Subrecipient warrants that existing Navigators will be required to complete additional training to maintain their certification for the 2014-2015 grant year. Continuing education for existing Navigators will be conducted June through September 2014 and may include a combination of in-person, remote/videoconferencing, and on-line courses.

Subrecipient warrants, and agrees to put in place such measures as are necessary to ensure, that Navigators shall maintain knowledge of and training in all current and newly issued regulations related to Vermont Health Connect throughout the life of this grant.

Evaluation of Navigator Organizations

Subrecipient will submit program reports monthly. Reports will be reviewed by the Program Director for progress against engagement and enrollment goals set in this agreement. Vermont Health Connect will provide summary data regarding performance of the Subrecipient on a quarterly basis. The Reporting Tool is an attachment to this agreement in Appendix I – Required Forms.

Finally, Vermont Health Connect will conduct customer satisfaction surveys with Vermonters regarding their experience with Vermont Health Connect, including with the Subrecipient, if applicable. These surveys will be used to evaluate individual Subrecipient staff members' performance, and thus, overall Subrecipient performance. The Subrecipient may be required to distribute surveys to their customers.

Subrecipient Deliverables

1. Target Population and Enrollment:
   The Subrecipient's will target residents of Chittenden and Grand Isle counties. Of the target population, the Subrecipient shall complete 450 enrollments (65 by 9/30/14; 185 by 12/31/14; 145 by 3/31/15; and 55 by 6/30/15).

   The Subrecipient shall target a population that will submit 455 applications and complete 600 individual consultations from July 1, 2014 through June 30, 2015.

2. Subrecipient's Outreach and Education measures shall include:
   The Subrecipient will conduct outreach and educational activities to engage 3,300 individuals by:
   - Participating in public enrollment events in collaboration with VHC
   - Staffing at community venues, events, fairs, and festivals. The five planned events could include:
     - Champlain Valley Exposition
     - Pride Day
     - Go Red Event
     - Fletcher Allen Knowledge Fair
     - 50 Plus Expo
     - Burlington Kids Day
     - Community Dinners
   - Mailings to appropriate panels of patients for enrollment

- Placement of brochures at community locations
- Placement of advertising in local news venues

In addition, Subrecipient will be required to conduct outreach and education for Vermont Health Connect, including:

- Participating in the planning and staffing of enrollment events in collaboration with the VHC Outreach Manager;
- Providing a visible Vermont Health Connect presence at community venues, events, fairs and/or festivals at least five times during grant period;
- Coordinating with geographically overlapping Navigator organizations to avoid duplication of effort;
- Identifying locations and dates for Vermont Health Connect events in the communities they serve; and,
- Placing Vermont Health Connect materials in markets, community centers, faith institutions, and other physical and online venues that their target population frequents.

ATTACHMENT B
PAYMENT PROVISIONS

The maximum dollar amount payable under this agreement is not intended as any form of a guaranteed amount. The State agrees to compensate the Subrecipient for services performed up to the maximum amounts stated below, provided such services are within the scope of the grant and are authorized as provided for under the terms and conditions of this grant. State of Vermont payment terms are Net 00 days from date of invoice; payments against this grant will comply with the State's payment terms. The payment schedule for delivered products, or rates for services performed, and any additional reimbursements, are included in this attachment. The following provisions specifying payments are:

1. The Subrecipient shall invoice the State monthly, for actual expenditures to date, in a total annual amount not to exceed the total grant amount of $65,000 for project management activities, technology, equipment, travel, and any other approved grant expenses incurred and specified in Attachment A. Invoices must be itemized according to the budget categories reflected in the Subrecipient's budget found on page 10 of this document. Payment is contingent upon review and acceptance of deliverables by the State. The Subrecipient shall submit actual monthly expenditures to the State utilizing the Financial Reporting Form, which is located in Appendix I – Required Forms.

2. The Subrecipient shall perform services specified in Attachment A through the full term agreed to in this grant agreement. Should the Subrecipient expend funds available under this agreement at a rate that would draw all grant funds prior to June 30, 2015, the Subrecipient shall meet with the Project Director to establish a remediation plan.

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

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

Kelly Dougherty, Project Director
Kelly.Dougherty@state.vt.us

The Subrecipient shall submit a monthly hard copy of invoices with original signature to:

Meaghan Kelley
Meaghan.kelley@state.vt.us

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

6. The State reserves the right to withhold part or all of the grant funds if the State does not receive timely documentation of the successful completion of grant deliverables. The State also reserves the right to withhold part or all of the grant funds if the Subrecipient fails to adhere to the Project Director's guidance regarding public communication, coordination with other Navigator organizations, and necessary adjustments to outreach and enrollment efforts.

7. Services performed between July 1, 2014 and the start of this grant that are in conformity with Attachment A can be billed under this grant.

Budget for 7/1/2014 - 6/30/15		
Category		**Total Cost**
Project Management		**$60,500**
Navigator	**$ 21,000**	
Blueprint Navigator	**$39,500**	
Travel, Outreach & Supplies		**$4,500**
TOTAL GRANT AMOUNT		**$65,000**

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

Should the funding of this agreement change, the State shall notify the Subrecipient in writing of the change in funding.

ATTACHMENT C
CUSTOMARY PROVISIONS FOR CONTRACTS AND GRANTS

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

   The Party shall defend the State and its officers and employees against all claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party. The State shall notify the Party in the event of any such claim or suit, and the Party shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit. The Party shall notify its insurance company and the State within 10 days of receiving any claim for damages, notice of claims, pre-claims, or service of judgments or claims, for any act or omissions in the performance of this Agreement.

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

   The Party shall indemnify the State and its officers and employees in the event that the State, its officers or employees become legally obligated to pay any damages or losses arising from any act or omission of the Party.
7. **Insurance:** Before commencing work on this Agreement the Party must provide certificates of insurance to show that the following minimum coverage is in effect. It is the responsibility

of the Party to maintain current certificates of insurance on file with the state through the term of the Agreement. No warranty is made that the coverage and limits listed herein are adequate to cover and protect the interests of the Party for the Party's operations. These are solely minimums that have been established to protect the interests of the State.

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

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

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

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

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

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

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

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

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

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

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

   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 will maintain all books, documents, payroll papers, accounting records and other evidence pertaining to costs incurred under this agreement and make them available at reasonable times during the period of the Agreement and for three years thereafter for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved. The State, by any authorized representative, shall have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed under this Agreement.
11. **Fair Employment Practices and Americans with Disabilities Act**: Party agrees to comply with the requirement of Title 21V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable. Party shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990, as amended, that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the Party under this Agreement. Party further agrees to include this provision in all subcontracts.
12. **Set Off**: The State may set off any sums which the Party owes the State against any sums due the Party under this Agreement; provided, however, that any set off of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided hereinafter.
13. **Taxes Due to the State**:

    a. Party understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.

    b. Party certifies under the pains and penalties of perjury that, as of the date the Agreement is signed, the Party is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.

    c. Party understands that final payment under this Agreement may be withheld if the Commissioner of Taxes determines that the Party is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.

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

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

    a. is not under any obligation to pay child support; or
    b. is under such an obligation and is in good standing with respect to that obligation; or
    c. has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan.

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

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

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

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

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

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

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

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

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

1. **The insurance requirements contained in Attachment C, Section 7 are hereby modified:**
   Notwithstanding Section 7 of Attachment C, the following is hereby deleted from the Agreement with Fletcher Allen Health Care

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

   and

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

4. **Reasons for Modifications:**

   The self insurance mechanism that combines professional liability with other liability coverage precludes additional insured status.

APPROVAL:

E-SIGNED by Jared Bianchi
on 2014-07-17 20:11:28 GMT

ASSISTANT ATTORNEY GENERAL

DATE: July 17, 2014

ATTACHMENT E
BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("Agreement") is entered into by and between **the State of Vermont Agency of Human Services operating by and through its Department of Vermont Heath Access** ("Covered Entity") and **Fletcher Allen Health Care** ("Business Associate") as of **July 10, 2014** ("Effective Date"). This Agreement supplements and is made a part of the Contract to which it is an attachment.

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

The parties agree as follows:

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

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

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

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

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

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

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

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

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

2. **Identification and Disclosure of Privacy and Security Offices.** Business Associate and Subcontractors shall provide, within ten (10) days of the execution of this agreement, written notice to the Covered Entity's contract/grant manager the names and contact information of both the HIPAA Privacy Officer and HIPAA Security Officer. This information must be updated any time either of these contacts changes.

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

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

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

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

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

identified in Section 3 must be of the minimum amount of PHI necessary to accomplish such purposes.

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

6. **Documenting and Reporting Breaches**.

6.1 Business Associate shall report to Covered Entity any Breach of Unsecured PHI, including Breaches reported to it by a Subcontractor, as soon as it (or any of its employees or agents) becomes aware of any such Breach, and in no case later than two (2) business days after it (or any of its employees or agents) becomes aware of the Breach, except when a law enforcement official determines that a notification would impede a criminal investigation or cause damage to national security.

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

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

6.4 Business Associate shall require, by contract, a Subcontractor to report to Business

Associate and Covered Entity any Breach of which the Subcontractor becomes aware, no later than two (2) business days after becomes aware of the Breach.

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

8. **Providing Notice of Breaches**.

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

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

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

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

8.5 Business Associate shall notify individuals of Breaches as specified in 45 CFR § 164.404(d) (methods of individual notice). In addition, when a Breach involves more than 500 residents of Vermont, Business Associate shall, if requested by Covered Entity,

notify prominent media outlets serving Vermont, following the requirements set forth in 45 CFR § 164.406.

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

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

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

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

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

Business Associate is in compliance with this Agreement.

14. Termination.

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

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

15. Return/Destruction of PHI.

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

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

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

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

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

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

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

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

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

18. 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 CONTRACT PROVISIONS

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

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

3. **Medicaid Program Contractors**:

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

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

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

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

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

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

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

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

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

7. **Privacy and Security Standards.**

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

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

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

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

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

Registry. (See 33 V.S.A. §4919(a) (3) & 33 V.S.A. §6911(c) (3)).

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

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

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

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

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

    The Contractor will ensure the physical and data security associated with computer equipment - including desktops, notebooks, and other portable devices - used in connection with this agreement. The Contractor will also assure that any media or mechanism used to store or transfer data to or from the State includes industry standard security mechanisms

such as continually up-to-date malware protection and encryption. The Contractor will make every reasonable effort to ensure media or data files transferred to the State are virus and spyware free. At the conclusion of this agreement and after successful delivery of the data to the State, the Contractor shall securely delete data (including archival backups) from the Contractor's equipment that contains individually identifiable records, in accordance with standards adopted by the Agency of Human Services.

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

    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.

Attachment F - Revised AHS -12/10/10

ATTACHMENT G

Navigator Conflict of Interest Framework

1. **Navigator and Navigator Organization Conduct**
   - 1.1. Subrecipient agrees that it and the Navigators employed by it are not and shall not at any time during the period of this Agreement:
     - 1.1.1. Be a health insurance issuer
     - 1.1.2. Be a subsidiary of a health insurance issuer
     - 1.1.3. Be an association that includes members of, or lobbies on behalf of, the insurance industry; or
     - 1.1.4. Receive any consideration directly or indirectly from any health insurance or stop loss insurance issuer in connection with the enrollment of any individuals or employees in a QHP [qualified health plan] or non-QHP [qualified health plan]. "Indirect" consideration includes but is not limited to in-kind compensation.
     - 1.1.5. Be a provider entity (including, but not limited to, hospitals, clinics, and physician practices) that is directly owned by, a subsidiary of, or exclusively contracts with, a single insurer or its subsidiaries., except in cases where the provider can demonstrate that due to geography or other factors, there are significant limitations on available insurers with whom to contract.
2. **Navigator and Navigator Organization Conflicts of Interest**
   - 2.1. Subrecipient agrees that during the term of this agreement it and the Navigators employed by it:
     - 2.1.1. Shall not receive consideration directly or indirectly from any health insurance issuer in connection with enrollment of individuals or employees.
     - 2.1.2. Shall disclose to Vermont Health Connect and to customers prior to assistance, any current or former relationships in the last 5 years with any health insurance or stop loss insurer, or subsidiary, or any existing employment relationship between a health insurer and the individual's spouse or domestic partner.
     - 2.1.3. Shall provide to customers impartial information about all qualified health plans for which customers are eligible.
     - 2.1.4. Shall not allow personal or professional interests to influence the customers' decisions.
     - 2.1.5. Shall not in any way solicit or persuade customers to enroll in any specific health insurance plan.
     - 2.1.6. Shall not in any way solicit or persuade customers to switch from one carrier to another.
     - 2.1.7. Shall not in any way persuade or compel customers to select a particular provider.
     - 2.1.8. Shall not in any way solicit or persuade customers to engage a particular agent or broker.
     - 2.1.9. Shall not charge for Navigator services.
     - 2.1.10. Shall not use the Navigator role for lead generation or profit.
     - 2.1.11. Shall adhere to Vermont Health Connect monitoring and evaluation requirements.

APPENDIX I – REQUIRED FORMS

REPORTING TOOL

The Subrecipient shall be responsible for monthly reporting to Vermont Health Connect (VHC) via a standardized web-based reporting tool to be distributed in advance of the start date of this agreement.

The reporting tool will include the following required elements:

1. A list of specific outreach/education activities for the month that includes for each activity:
   - Date of activity
   - Navigator Organization Conducting Activity (e.g., Subrecipient Organization, Site/Location of Subrecipient Organization, or Partner Organization)
   - Name of staff person conducting the activity
   - Type of Activity (categorized as follows below)
     - Attendance at a public event or setting (e.g., tabling/canvassing)
     - Informational meeting with community group, organization or employer
     - Gave presentation on VHC (includes in person, webinar, etc.)
     - Disseminated general information about VHC (e.g., via e-newsletter, etc.)
     - Materials distribution only (e.g., gave posters, pamphlets, etc. to another site or organization)
     - Media event (Public Service Announcement, Radio Show, Newspaper Ad, etc.)
     - Social Media Activity
   - Description of activity and/or additional comments
   - County of Activity
   - Audience for the activity? (categorized as follows below/choose all that apply)
     - General Public
     - Membership/followers (e.g., for email newsletter, social media)
     - Current VHC or Medicaid enrollees
     - Potential VHC enrollees
     - Those of low socioeconomic status (SES) or who serve those of low SES
     - Young Invincibles (e.g., for event/venue targeted at young adults)
     - Other professionals/organizations serving VHC target audience
     - Other (specify)
   - Estimated number of individuals reached
   - Whether the estimated number of people reached was:
     - Greater than anticipated
     - Less than anticipated
     - About the same as was anticipated
   - The number of follow up appointments that were scheduled as a result of the activity
   - What collateral materials were distributed? (categorized as follows below/choose all that apply)
     - brochure
     - contact card
     - pen

- water bottle
- tote bag

2. Number of individuals served for education/consultation only
   - "session" is defined as a single encounter, regardless of the number of individuals/family members included in it; e.g., a consultation/education session with a couple or family regarding their options for enrollment would be counted as ONE session); all sessions should be counted even if the individual returns and is counted elsewhere as completing an application at a later date

3. Number of applications assisted/completed by Navigators
   - "application" is defined as single portal or paper application, regardless of number of individuals included on it; e.g., an application with five family members on it is counted as ONE application;
   - "submitted by Navigators" is defined as submitted through the Navigator's portal account or through the customer's portal account with Navigator assistance, or on paper with Navigator assistance

4. Number of enrollments (plan selections made) assisted/completed by Navigators
   - "individuals enrolled" is defined as the actual number of individual people who were enrolled in a plan by the Navigator (e.g., if 3 family members were enrolled in a plan, even from within a single VHC application, this would be counted as 3).
   - "enrolled in plan" is defined as having the plan selection confirmed in the portal

5. Qualitative reporting on successes, challenges, observations – including:
   - Describe your organization's progress toward outreach goals during this reporting period. What were your most successful outreach/education activities during the reporting period? What were your least successful outreach/education activities during the reporting period?
   - Describe your organization's progress toward enrollment goals during this reporting period.
   - Describe any barriers you have encountered in outreach or enrollment activities during the reporting period.

   Describe your contact/collaboration with other Navigator organizations this past month. What were the most successful activities? Least successful?

Department of Vermont Health Access
Financial Report Form

Invoice Number: (Report Date)

Subrecipient Name:													Grant Number:		
Subrecipient's Contact Person:													Reporting Period: July 1, 2014 - June 30, 2015		
Subrecipient's Email Address:															
	TOTAL GRANT BUDGET	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	TOTAL EXPENDITURES TO DATE	BALANCE
Project Management	$0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$
Navigator & Non-Navigator	$0													$ -	$
Technology & Equipment	$0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$
Tablets/Laptops	$0													$ -	
Other	$0													$ -	
Travel	$0	$ -	$ -	$ -	$ -	-	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$
Mileage Reimbursement @ State rates	$0													$ -	$
Administration & Other	$ 0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$	$ -	$ -	$
TOTAL GRANT AMOUNT	$0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$
SIGNATURE OF AUTHORIZING OFFICIAL:															

Please Note: For major budget categories with specific subcategories, please enter the funding amount on the same line as the specific subcategory; the highlighted main category will autofill.
For categories with no listed subcategories, please enter a title in the space provided for each subcategory being billed