DATE: 10/29/14

STATE OF VERMONT

DEPARTMENT OF VERMONT HEALTH ACCESS

Vermont Health Care Innovation Project

SEALED BID

REQUEST FOR PROPOSALS

TITLE: HIE/HIT Work Group Consultant Support

REQUISITION NUMBER: 03410-151-15

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CHAPTER 1

INFORMATION FOR THE BIDDER

1. GENERAL PROVISIONS

1.1. INTRODUCTION

The Department of Vermont Health Access (hereinafter called DVHA) is seeking to establish service agreements with one (or more) companies that can provide planning services related to Consultant Support for the Health Information Exchange/Health Information Technology Work Group under the Vermont Health Care Innovation Project.

PROCUREMENT SCHEDULE

The expected timetable, including the Proposal Due Date and other important dates are set forth below.

PROCUREMENT SCHEDULE	
RFP Release Date	**Wednesday, October 29, 2014**
Bidder's Questions Due	**Monday, November 3 by 2pm**
Department's Responses to Questions Posted	**Wednesday, November 5**
Proposals Due	**Friday, November 14 by 1 pm**
Bid Opening	**Friday, November 14 at 2:00 pm**
Bidder Interviews	**Wednesday, November 19 from 11:30-1:30 pm**
Tentative Award Announcement	**Friday, November 21**
Anticipated Contract Start Date	**December 1, 2014**

1.2. SOLE POINT OF CONTACT

All communications concerning this RFP will contain the Name and RFP Number in the subject line and will be addressed in writing to the attention of:

Jessica Mendizabal, Contracts & Grants Administrator
Department of Vermont Health Access
by email at: Jessica.Mendizabal@state.vt.us

Jessica Mendizabal is the sole contact for this RFP. Actual contact with any other State personnel or attempts by bidders to contact any other State personnel could result in the rejection of their Proposal.

1.3. LETTER OF INTENT - PRE-REQUISITE

A Letter of Intent is not required for this RFP.

1.4. QUESTION AND ANSWER PERIOD

Any vendor requiring clarification of any section of this proposal must submit specific questions in writing according to the Schedule listed in Section 1.2. Questions must be e-mailed to the RFP Contact listed Section 1.3 of this proposal. Any question not raised in writing on or before the last day of the initial question period is waived. Responses to the questions sent will be posted to the Electronic Bulletin Board website.

1.5. BIDDER'S CONFERENCE

There will be no bidder's conference for this RFP.

1.6. INSTRUCTIONS TO BIDDERS

The Proposal Packet: A proposal packet is the entire package of information sent by one bidder in response to one or more program RFPs described in this document. Each bidder may submit only one proposal packet. A bidder may submit a proposal for more than one program in its packet. Each bidder may submit only one proposal in the catchment area called for in the RFP. If you send multiple proposals for the same program, DVHA will reject all of your proposals. Your proposal must include:

1.6.1. Rate Sheet: One rate sheet, found in Appendix A, indicating the programs for which you are submitting a proposal and the proposed rates.

1.6.2. Certification and Assurances: One copy of the signed Certifications and Assurances, found in Appendix A, signed by a person authorized to bind your Company to a contract.

1.6.3. References: Provide the names, addresses, and phone numbers of at least three companies with whom you have transacted similar business in the last 12 months. You must include contact names who can talk knowledgeably about performance.

1.6.4. Insurance certificate: As part of the proposal packet the Bidder must provide current certificates of insurance of which may or may not meet the minimum requirements laid out in the section 4 of this document. Any questions a bidder may have concerning the necessary insurance coverage must be raised during the question and answer period set out in section 1.5 of this document. In the absence of a question, and upon contract negotiations the apparently successful bidder must provide a certificate of insurance that meets the minimum coverage specified in section 4 of this document.

1.6.5. Any other attachments to the proposal labeled and attached.

1.6.6. Letter of Submittal: One letter of submittal, signed by a person authorized to bind your organization to a contract. Your letter must include:

1.6.6.1. Identifying information about your organization and any sub-contractors. Include the name of the organization, names, addresses, telephone numbers, and address of principal officers and project/program leader, and a description of the type of organization you operate.

1.6.6.2. A detailed list of all materials and enclosures being sent in the proposal.

1.6.6.3. Any other statements you wish to convey to DVHA.

1.6.6.4. Any alternative contract language you wish to propose. If alternate contract language is longer than one page, attach it to your letter in a separate document.

1.6.7. Your proposal should respond to the following four identified areas (see Section 2-1_SCORING for more detail).

1.6.7.1. Quality of Bidder Experience

1.6.7.2. Bidder Capacity

1.6.7.3. Technical Proposal/Program Specifications

1.6.7.4. Program Costs

1.6.8. Proposal Format:

1.6.8.1. Use standard 8.5" x 11" white paper. Documents must be single-spaced and use not less than a twelve point font. Proposals should be bound with a single binder clip **(please do not submit proposals in binders**).

1.6.8.2. Send seven (7) identical copies of each Program Proposal you are submitting and include a computer file copy of the document on a CD using PDF, Microsoft Word, Word Perfect or straight text file formats in the proposal packet.

1.6.8.3. State your organization's name on each page of your program proposals and on any other information you are submitting.

1.6.8.4. Write the program proposal in the order given in the scoring criteria charts (bidder capacity, bidder experience, program specifications, and program costs).

1.6.9. Closing Date & Proposal Packet Delivery:

1.6.9.1. Send seven (7) copies of your proposal to:

Jessica Mendizabal, Contracts & Grants Administrator
Department of Vermont Health Access
312 Hurricane Lane
Williston, VT 05495-2087

1.6.9.2. Your proposal, (all components including hard copies AND e-mail and/or CD copy) whether mailed or hand delivered, must arrive at the DVHA **no later than**

1:00 PM, Friday, November 14, 2014. Late responses shall not be accepted and shall automatically be disqualified from further consideration. The method of delivery shall be at your discretion, and shall be at your sole risk to assure delivery at the designated office. DVHA does not take responsibility for any problems in mail or delivery, either within or outside DVHA. Receipt by any other office or mailroom is not equivalent to receipt by DVHA.

1.7. FACSIMILE COMMUNICATION

You may use facsimile communication (FAX) for any communication required in this RFP - EXCEPT for your proposal and protest, if any. You may not send your proposal or protest by facsimile communication.

1.8. BID OPENING

The bid opening will be held on Friday, November 14, 2014 at 2:00 pm at 289 Hurricane Lane, Lower Level Conference Room B, Williston, VT 05495 and is open to the public. Typically, the State will open the bid, read the name and address of the bidder, and read the bid amount. Bid openings are open to members of the public. However no further information which pertains to the bid will be available at that time other than the bid amount, name and address of the bidder. The State reserves the right to limit the information disclosed at the bid opening to the name and address of the bidder when, in its sole discretion, it is determined that the nature, type, or size of the bid is such that the State cannot immediately (at the opening) establish that the bids are in compliance with the RFP. As such, there will be cases in which the bid amount will not be read at the bid opening. Bid results are a public record however, the bid results are exempt from disclosure to the public until the award has been made and the contract is executed with the apparently successful bidder.

1.9. PUBLIC RECORD

All bid proposals and submitted information connected to this RFP may be subject to disclosure under the State's access to public records law. The successful bidder's response will become part of the official contract file. Once the contract is finalized, material associated with its negotiation is a matter of public record except for those materials that are specifically exempted under the law. One such exemption is material that constitutes trade secret, proprietary, or confidential information. If the response includes material that is considered by the bidder to be proprietary and confidential under 1 V.S.A., Ch. 5 Sec. 317, the bidder shall clearly designate the material as such prior to bid submission. The bidder must identify each page or section of the response that it believes is proprietary and confidential and provide a written explanation relating to each marked portion to justify the denial of a public record request should the State receive such a request. The letter must address the proprietary or confidential nature of each marked section, provide the legal authority relied on, and explain the harm that would occur should the material be disclosed. Under no circumstances can the entire response or price information be marked confidential. Responses so marked may not be considered and will be returned to the bidder.

1.9.1. All proposals shall become the property of the State.

1.9.2. All public records of DVHA may be disclosed, except that submitted bid documents shall not be released until the Contractor and DVHA have executed the contract. At that time, the unsuccessful bidders may request a copy of their own score sheets as well as request to view the apparently successful bidder's proposal at DVHA Central Office. The name of any Vendor submitting a response shall also be a matter of public record. Other persons or organizations may also make a request at that time or at a later date.

1.9.3. Consistent with state law, DVHA will not disclose submitted bid documents or RFP records until execution of the contract(s). At that time, upon receipt of a public records request, information about the competitive procurement may be subject to disclosure. DVHA will review the submitted bids and related materials and consider whether those portions specifically marked by a bidder as falling within one of the exceptions of 1 V.S.A., Ch. 5 Sec. 317 are legally exempt. If in DVHA's judgment pages or sections marked as proprietary or confidential are not proprietary or confidential, DVHA will contact the bidder to provide the bidder with an opportunity to prevent the disclosure of those marked portions of its bid.

1.10. CONFLICTS OF INTEREST

A conflict of interest is a set of facts or circumstances in which either a Vendor or anyone acting on its behalf in connection with this procurement has past, present, or currently planned personal, professional, or financial interests or obligations that, in AHS' determination, would actually or apparently conflict or interfere with the Vendor's contractual obligations to AHS. A conflict of interest would include circumstances in which a Vendor's personal, professional or financial interests or obligations may directly or indirectly:

1.10.1. Make it difficult or impossible to fulfill its contractual obligations to AHS in a manner that is consistent with the best interests of the State of Vermont;

1.10.2. Impair, diminish, or interfere with that Vendor's ability to render impartial or objective assistance or advice to AHS; or

1.10.3. Provide the Vendor with an unfair competitive advantage in future AHS procurements.

Neither the Vendor nor any other person or entity acting on its behalf, including but not limited to Subcontractors, employees, agents and representatives, may have a conflict of interest with respect to this procurement. Before submitting a proposal, a Vendor must certify that they do not have personal or business interests that present a conflict of interest with respect to the RFP and resulting contract. Additionally, if applicable, the Vendor must disclose all potential conflicts of interest. The Vendor must describe the measures it will take to ensure that there will be no actual conflict of interest and that its fairness, independence and objectivity will be maintained (see the Vendor Information and Disclosures form instructions in Template C). AHS will determine to what extent, if any, a potential conflict of interest can be mitigated and managed during the term of the contract. Failure to identify potential conflicts of interest may result in disqualification of a proposal or termination of the contract.

1.11. COSTS OF PROPOSAL PREPARATION

DVHA will not pay any bidder costs associated with preparing or presenting any proposal in response to this RFP.

1.12. RECEIPT OF INSUFFICIENT COMPETITIVE PROPOSALS

If DVHA receives one or fewer responsive proposals as a result of this RFP, DVHA reserves the right to select the proposal which best meets DVHA's needs. Furthermore, DVHA reserves the right to reject all proposals. Such a decision may or may not result in reissuance of the RFP. Should a bidder be selected as a result of this RFP, that bidder need not be the sole bidder but will be required to document their ability to meet the requirements identified in this RFP. DVHA reserves the right to obtain clarification or additional information necessary to properly evaluate a proposal or any part thereof. Failure of a bidder to respond to a request for additional information or clarification could result in rejection of that bidder's proposal.

1.13. NON-RESPONSIVE PROPOSALS/WAIVER OF MINOR IRREGULARITIES

Read all instructions carefully. If you do not comply with any part of this RFP, DVHA may, at its sole option, reject your proposal as non-responsive. DVHA reserves the right to waive minor irregularities contained in any proposal.

1.14. RFP AMENDMENTS

DVHA reserves the right to amend this RFP. DVHA will post any RFP amendments to on the Electronic Bulletin Board (http://www.vermontbidsystem.com).

1.15. REJECTION RIGHTS

DVHA may, at any time and at its sole discretion and without penalty, reject any and all proposals in any 'catchment' area and issue no contract in that area as a result of this RFP. Furthermore a proposal may be rejected for one or more of the following reasons or for any other reason deemed to be in the best interest of the State:

1.15.1. The failure of the bidder to adhere to one or more provisions established in this RFP.

1.15.2. The failure of the bidder to submit required information in the format specified in this RFP.

1.15.3. The failure of the bidder to adhere to generally accepted ethical and professional principles during the RFP process.

Read all instructions carefully. If you do not comply with any part of this RFP, DVHA may, at its sole option, reject your proposal as non-responsive. DVHA reserves the right to waive any requirements contained in this RFP.

1.16. AUTHORITY TO BIND DVHA

The Commissioner and Deputy Commissioners of DVHA (in parent AHS Secretary or Deputy Secretary) are the only persons who may legally commit DVHA to any contract agreements.

2. PROPOSAL REVIEW

A review team of knowledgeable individuals will evaluate each proposal. The team members will represent both the service area and central office if appropriate. The review team shall review all

proposals for compliance with RFP procedural instructions. If the procedural instructions are not followed, the proposal shall be considered non-responsive. Non-responsive proposals will be eliminated from further evaluation.

The review team will conduct bidder phone interviews **Wednesday, November 19th between 11:30 and 1:30 pm**. Should bidders be selected for an interview, they will be contacted before the interview date to confirm details.

2.1. SCORING

For each program proposal, the four sections outlined in this section (Quality of Bidder Experience, Bidder Capacity, Technical Proposal and Program Costs) must be responded to in your proposal. Proposals will be scored by individual team members. Scoring is intended to clarify strengths and weaknesses of proposals relative to one another and to provide guidance to decision-makers. Each category within the Criteria for Scoring is waited proportionally; it is not a guarantee that the bidder providing the lowest cost estimate to the State will be selected as the Apparently Successful Bidder(s). The sum of the scores of the members will become the proposal's final score. (see criteria for scoring on the following pages).

CRITERIA FOR SCORING
1 INFORMATION FROM THE BIDDER
A. Quality of Bidder's Experience
• Provide a description of the bidder's contracting experience within the past five years providing like services are called out for in this RFP. Specify targeted outcomes, the number of years and geographic areas served by the bidder. • Describe the bidder's experience with DVHA. If not currently working with DVHA, describe bidder's experience with like government agency. Please provide data on bidder performance on same or similar contracts, grants and collaborative activities.
• Please provide data on the number of individuals served, funds expended and sources of funds for same or similar services to those called for in this RFP.
B. Bidder's Capacity to Perform
• Provide a description of the organizational structure of the bidder. Provide a staff organizational chart that identifies the major operational components of the organization, and the lines of authority and responsibility. • Indicate how this program fits into the organization's structure. • Identify the members of the applicant's Board of Directors, if applicable.
• Organizational Quality – describe licensures or accreditations of the organization or other indicators of quality review that attest to the quality of bidder programs.
• As this RFP includes a wide range of services to, DVHA recognizes that not all bidders will currently have the capacity (staff, staff training…) to offer these services at the onset of the contract period. Please include a detailed strategic plan as to how your company would build this capacity (include timelines, training plans if applicable) in your narrative.
• Experience Managing Contracts/Grants of Comparable Scale/Scope/Complexity. (include information on these funds in the Summary of Funding form in Appendix B)
2 TECHNICAL PROPOSAL/PROGRAM SPECIFICATIONS
A. Responsiveness to Specifications
• Provide a description of how bidder will respond to program goals, which research based approaches, will be employed and how the bidder will evaluate its performance and quality. • Describe how the bidder will ensure that all included services will be readily accessible and provided in a timely manner.
• Describe how the bidder will work with state staff , relevant VHCIP work groups, and other community stakeholders (providers, organizations, and individuals)
• Describe how this program is supported by the bidder's mission and other policies of the bidder.
B. Program Cost
Schedule A: Summary Program Costs • Use form Schedule A Budget Submittal Form to itemize your program costs.
Schedule B: Detail of Expenses • In narrative form explain how figures for salary, benefits, phone, mileage, buildings and facilities were determined.
Schedule C: Allocation Methods • In narrative form, describe your method for allocating your administrative costs **(not to exceed 10%).**
Schedule D: Related Party Disclosure • In narrative form, disclose all related party relationships including cost purpose and approval process.
OVERALL TOTAL SCORE

2.2. SELECTION OF THE APPARENTLY SUCCESSFUL BIDDER

The Review Team will evaluate the proposals based on responsiveness to RFP key points and forward the completed scoring tools as well as copies of the proposals to the Deputy Commissioner of the Division or his/her designee for final review and determination of the Apparently Successful Bidder.

2.3. NOTIFICATION OF AWARD

DVHA will notify all bidders in writing of selection of the Apparently Successful Bidder(s). DVHA will notify all bidders when the contract(s) resulting from this RFP are signed by posting to the Electronic Bulletin Board (http://www.vermontbidsystem.com).

3. CONTRACT DEVELOPMENT

3.1. CONTRACT TERM

Tentatively, the period of performance of the work to be performed as a result of this RFP is **December 1, 2014** to **November 30, 2015**. DVHA has the option to continue to contract with the successful bidder pursuant to this RFP for up to two additional years.

3.2. CONTRACT STIPULATIONS

The State of Vermont expects the vendor to agree to the State and Agency Customary Contracting Provisions outlined in Attachments C, E and F of this RFP. Exceptions to the State and Agency Customary Contracting Provisions shall be noted in the bidder's cover letter and further defined by completing the Proposed Changes to Standard Terms and Conditions form included in Appendix A. Exceptions shall be subject to review by the Office of the Attorney General.

Failure to note exceptions will be deemed to be acceptance of the Standard State Provision for Contracts and Grants as outlined in Attachment C, E and F of the RFP. If exceptions are not noted in the RFP but raised during contract negotiations, the State reserves the right to cancel the negotiation if deemed to be in the best interests of the State of Vermont.

DVHA reserves the right to incorporate standard contract provisions which can be mutually agreed upon into any contract negotiated as a result of any proposal submitted in response to this RFP. These provisions may include such things as the normal day-to-day relationships with the vendor, but may not substantially alter the requirements of this RFP. Further, the successful vendor is to be aware that all material submitted in response to this RFP, as well as the RFP itself, may be incorporated as part of the final contract. The selected vendor(s) will sign a contract with DVHA to provide the items named in their responses, at the prices listed. This contract will be subject to review throughout its term. DVHA will consider cancellation upon discovery that the selected vendor is in violation of any portion of the agreement, including an inability by the vendor to provide the products, support and/or service offered in their response. If two or more organizations' joint proposal is apparently successful, one organization must be designated as the Prime Bidder. The Prime Bidder will be DVHA's sole point of

contact and will bear sole responsibility for performance under any resulting agreement.

3.3. REMITTANCE OF PAYMENT

Contractor must specify the address to which payments will be sent and provide a current W-9 to DVHA upon request.

3.4. CONTRACT ACCEPTANCE

If the Apparently Successful Bidder(s) refuses to sign the agreement within ten (10) business days of delivery, DVHA may cancel the selection and award to the next highest-ranked bidder(s).

4. STATE AND AGENCY CUSTOMARY CONTRACTING PROVSIONS

ATTACHMENT C
CUSTOMARY PROVISIONS FOR CONTRACTS AND GRANTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

11. **Fair Employment Practices and Americans with Disabilities Act**: Party agrees to comply with the requirement of Title 21V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable. Party shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990, as amended, that qualified individuals with

disabilities receive equitable access to the services, programs, and activities provided by the Party under this Agreement. Party further agrees to include this provision in all subcontracts.

12. Set Off: The State may set off any sums which the Party owes the State against any sums due the Party under this Agreement; provided, however, that any set off of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided hereinafter.

13. Taxes Due to the State:

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

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

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

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

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

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

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

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

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

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

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

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

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

State of Vermont – Attachment C
Revised AHS – 9-3-2014

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 _____ **[INSERT NAME OF AHS DEPARTMENT, OFFICE OR DIVISION]** ("COVERED ENTITY") AND [**INSERT NAME OF CONTRACTOR/GRANTEE**] ("BUSINESS ASSOCIATE") AS OF _____ ("EFFECTIVE DATE"). THIS AGREEMENT SUPPLEMENTS AND IS MADE A PART OF THE CONTRACT/GRANT TO WHICH IT IS ATTACHED.

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

The parties agree as follows:

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

"Agent" means those person(s) who are agents(s) of the Business Associate, in accordance with

the Federal common law of agency, as referenced in 45 CFR § 160.402(c).

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

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

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

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

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

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

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

2. <u>Identification and Disclosure of Privacy and Security Offices.</u> 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. <u>Permitted and Required Uses/Disclosures of PHI</u>.

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

3.2 Business Associate may make PHI available to its employees who need access to

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

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

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

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

6. **Documenting and Reporting Breaches**.

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

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

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

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

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

8. **Providing Notice of Breaches**.

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

related remedies shall be borne by Business Associate.

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

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

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

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

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

10. **Access to PHI**. Business Associate shall provide access to PHI in a Designated Record Set to

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

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

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

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

14. Termination.

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

14.2 If Business Associate breaches any material term of this Agreement, Covered Entity may either: (a) provide an opportunity for Business Associate to cure the breach and Covered Entity may terminate the contract or grant without liability or penalty if Business Associate does not cure the breach within the time specified by Covered Entity; or (b) immediately terminate the contract or grant without liability or penalty if Covered Entity

believes that cure is not reasonably possible; or (c) if neither termination nor cure are feasible, Covered Entity shall report the breach to the Secretary. Covered Entity has the right to seek to cure any breach by Business Associate and this right, regardless of whether Covered Entity cures such breach, does not lessen any right or remedy available to Covered Entity at law, in equity, or under the contract or grant, nor does it lessen Business Associate's responsibility for such breach or its duty to cure such breach.

15. Return/Destruction of PHI.

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

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

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

17. Security Rule Obligations. The following provisions of this section apply to the extent that Business Associate creates, receives, maintains or transmits Electronic PHI on behalf of Covered Entity.

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

17.2 Business Associate shall ensure that any Agent and Subcontractor to whom it

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

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

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

18. <u>Miscellaneous.</u>

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

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

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

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

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

18.6 Business Associate shall abide by the terms and conditions of this Agreement with

respect to all PHI it receives from Covered Entity or creates or receives on behalf of Covered Entity even if some of that information relates to specific services for which Business Associate may not be a "Business Associate" of Covered Entity under the Privacy Rule.

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

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

(Rev: 9/21/13)

ATTACHMENT F
AGENCY OF HUMAN SERVICES' CUSTOMARY CONTRACT PROVISIONS

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

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

3. **Medicaid Program Contractors**:

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

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

subcontractor.

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

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

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

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

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

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

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

7. **Privacy and Security Standards.**

   Protected Health Information: The Contractor shall maintain the privacy and security of all individually identifiable health information acquired by or provided to it as a part of the performance of this contract. The Contractor shall follow federal and state law relating to

privacy and security of individually identifiable health information as applicable, including the Health Insurance Portability and Accountability Act (HIPAA) and its federal regulations.

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

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

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

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

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

10. **Intellectual Property/Work Product Ownership.** All data, technical information, materials first gathered, originated, developed, prepared, or obtained as a condition of this agreement and used in the performance of this agreement - including, but not limited to all reports, surveys,

plans, charts, literature, brochures, mailings, recordings (video or audio), pictures, drawings, analyses, graphic representations, software computer programs and accompanying documentation and printouts, notes and memoranda, written procedures and documents, which are prepared for or obtained specifically for this agreement - or are a result of the services required under this grant - shall be considered "work for hire" and remain the property of the State of Vermont, regardless of the state of completion - unless otherwise specified in this agreement. Such items shall be delivered to the State of Vermont upon 30 days notice by the State. With respect to software computer programs and / or source codes first developed for the State, all the work shall be considered "work for hire," i.e., the State, not the Contractor or subcontractor, shall have full and complete ownership of all software computer programs, documentation and/or source codes developed.

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

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

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

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

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

    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.

CHAPTER 2

INFORMATION FROM THE BIDDER

1. **QUALITY OF BIDDER'S EXPERIENCE**
   In this section you are telling the State about the related experience your company has with these services, this community, the local system of care, DVHA, etc.

   Total points for this section –25. (see Proposal Review and the criteria for scoring chart, Section II-1, for additional detail)

2. **BIDDER'S CAPACITY**
   In this section you are telling the State about the capacity of your company to provide the services outlined in the RFP. You are describing your organizational structure and how this program fits into this structure.

   Total points for this section – 25 points. (see Proposal Review and the criteria for scoring chart, Section II-1 for additional detail)

CHAPTER 3

TECHNICAL PROPOSAL/PROGRAM SPECIFICATIONS

1. ATTACHMENT A SPECIFICATION OF WORK TO BE PERFORMED

1.1. Overview

The Department of Vermont Health Access (DVHA) is soliciting Proposals from qualified vendors to assist the Vermont Health Care Innovation Project's (VHCIP) Health Information Exchange/Health Information Technology (HIE/HIT) Work Group.

The Contractor will support the HIE/HIT Work Group in carrying out their Charter and Work Plan, policy development and funding decisions. Specifically, the Contractor will perform: research and analysis; document development; meeting facilitation; and assist the Work Group staff in carrying out the work plan approved by the Work Group and with any sub-work groups.

This RFP is funded though Vermont's State Innovation Model (SIM) grant. The Grant Narrative and State Innovation Plan can be found here: http://healthcareinnovation.vermont.gov/resources.

More information for the HIE/HIT Work Group can be found here: http://healthcareinnovation.vermont.gov/work_groups/information_exchange.

1.2. Background

Vermont received a $45 million SIM grant from the federal government in 2013. This grant will fund activities inside and outside of state government to:

- Increase both organizational coordination and financial alignment between Blueprint advanced primary care practices and specialty care;
- Implement and evaluate the impact of value-based payment models;
- Coordinate with those payment models a financing and delivery model for enhanced care management and new service options for dual-eligibles; and,
- Accelerate development of a Learning Health System infrastructure designed to meet the needs of providers engaged in delivery system reform and the state's needs for ongoing evaluation of the impact of reforms.

Specifically, the grant will support:

- Rapid diffusion of three alternatives to fee-for-service payment:
  - Shared savings accountable care payments, under which a single network of providers takes responsibility for managing the costs and quality of care/services for a group of Vermonters;
  - Bundled payments, which provide a single payment to a group of providers for an acute or chronic care episode; and

    - Pay-for-performance models, which incorporate the total costs and quality of care/services in provider compensation.
- Expansion of electronic health records (EHRs) to primary care, mental health and long term service providers;
- Accelerated development of interfaces between EHRs and the state's Health Information Exchange;
- Improved data transmission, integration and use across providers;
- Coordinate and possibly expanded measurement of consumer experience;
- Improved capacity to measure and address provider workforce needs;
- Improved data analytics and predictive modeling to support monitoring system costs and quality; and
- Development of stronger links between the Blueprint for Health (advanced primary care) and specialty care, including mental health.

1.3. Scope of Work and Contractor Responsibilities:

The Contractor will demonstrate knowledge of Vermont's health data infrastructure and the aims of the VHCIP.

Contractor shall:

- Provide research to support decisions made by the work group;
- Provide Subject Matter Expertise in the area of Health Information Exchange, Health Information Technology and Health data;
- Provide documents to support decisions made by the work group;
- Provide contract management support for the HIE/HIT Work Group's major funding initiatives including, but not limited to: Advancing Care through Technology (ACTT) Project; Population Health ACO project, and Telemedicine;
- Assist the work group staff in carrying out the work plan approved by the work group.

1.1. TECHNICAL PROPOSAL

This section describes the format of the bidder's response to key points in the program specifications detailed in this RFP.

Total points for this section – 25.
(see Proposal Review and criteria for scoring chart, Section II-1 for additional detail)

Please ensure proposal contains information on the following areas:

- Provide research to support decisions made by the work group;
- Provide Subject Matter Expertise in the area of Health Information Exchange, Health Information Technology and Health data;
- Provide documents to support decisions made by the work group;
- Provide contract management support for the HIE/HIT Work Group's major funding initiatives including, but not limited to: Advancing Care through Technology (ACTT) Project; Population Health ACO project, and Telemedicine;
  Assist the work group staff in carrying out the work plan approved by the work group.

In addition, please include information on:

- **RESPONSIBILITIES OF CONTRACTOR**
- **ROLE OF DVHA**
- **CONTRACT ADMINISTRATION**
- **RECORD KEEPING**
- **REPORTS (AS APPLICABLE)**
- **HOURLY RATE SPECIFICATIONS**
- **WORK PLAN IN THE FORM OF A GANTT CHART (IF APPLICABLE)**

2. ATTACHMENT B PROGRAM COSTS/PAYMENT PROVSIONS

2.1. PROGRAM COSTS

In this section, describe the bidder's proposed costs and rates for this program by submitting the completed budget form (Schedule A) which can be found in Appendix B.

2.2. CONTRACT VALUE/QUANTITY

The estimated annual value of this contract is unknown at this time. The annual value and quantities are estimated only based on prior usage and may be increased or decreased to meet

actual requirements. Contract issuance is contingent upon funding availability. The maximum dollar amount payable under this contract is not intended to guarantee any amount of payment. The Contractor will be paid at the billable rates for services actually performed, up to the maximum allowable amount.

2.3. INVOICES

Contractor will bill the State on or about the first of each month for services authorized under the contract and provided during the previous month. Upon timely and accurate submission of invoices, the State will pay the Contractor for the services on a NET 30 days payment term.

- Invoice will be in such form as may be required by the State and will contain the following:
  - Current date of submission
  - Unique invoice number
  - Contract number (listed on the front page of the contract)
  - Contractor's signature
- The invoice requirements apply to all the programs covered under this RFP. Invoices are to be sent electronically to:

  Department of Vermont Health Access (DVHA)
  Attn: Jessica Mendizabal
  Jessica.Mendizabal@state.vt.us
  (o) 802-878-7958

- Suggested or required number of direct service FTEs to be funded by this contract is _____. ***(this can be a range, ie. 6-9)***

Proposals will be evaluated on total costs, administrative versus direct service costs and the narrative describing your company's experience fiscally managing contracts of comparable scale, scope and complexity.

Total points for this section – 25.
(see Proposal Review and the criteria for scoring chart, Section II-1 for additional detail)

APPENDIX A

REQUIRED GENERAL FORMS

REQUEST FOR PROPOSAL
HIE/HIT Work Group Consultant Support

This form must be completed and submitted as part of the response for the proposal to be considered valid. The undersigned agrees to furnish the products or services listed at the prices quoted and, unless otherwise stated by the vendor, the Terms of Sales are Net 30 days from receipt of service or invoice, whichever is later. Percentage discounts may be offered for prompt payments of invoices; however, such discounts must be in effect for a period of 30 days or more in order to be considered in making awards.

VERMONT TAX CERTIFICATE AND INSURANCE CERTIFICATE

To meet the requirements of Vermont Statute 32 V.S.A. subsection 3113, by law, no agency of the State may enter into extend or renew any contract for the provision of goods, services or real estate space with any person unless such person first certifies, under the pains and penalties of perjury, that he or she is in good standing with the Department of Taxes. A person is in good standing if no taxes are due, if the liability for any tax that may be due is on appeal, or if the person is in compliance with a payment plan approved by the Commissioner of Taxes, 32 V.S.A. subsection 3113. In signing this bid, the bidder certifies under the pains and penalties of perjury that the company/individual is 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 as of the date this statement is made.

Bidder further certifies that the company/individual is in compliance with the State's insurance requirements as detailed in section 21 of the Purchasing and Contract Administration Terms and Conditions. All necessary certificates must be received prior to contract issuance. If the certificate of insurance is not received by the identified single point of contact prior to contract issuance, the State of Vermont reserves the right to select another vendor. Please reference this RFP# when submitting the certificate of insurance.

Insurance Certificate: Attached _____ Will provide upon notification of award: (within 5 days)

Delivery Offered _____ Days After Notice of Award Terms of Sale _____

Quotation Valid for _____ Days _____ Date: _____

Name of Company: _____ Telephone Number: _____

Fed ID or SS Number: _____ Fax Number: _____

By: _____ Name: _____
Signature (Bid Not Valid Unless Signed) (Type or Print)

This is NOT AN ORDER

All returned quotes and related documents must be identified with our request for quote number.

CERTIFICATIONS AND ASSURANCES

I/we make the following certificates and assurances as a required element of the bid or proposal to which it is attached, understanding that the truthfulness of the facts affirmed here and the continuing compliance with these requirements are conditions precedent to the award or continuation of the related contract(s):

1. The prices and/or cost data have been determined independently, without consultation, communication or agreement with others for the purpose of restricting competition. However, I/we may freely join with other persons or organizations for the purpose of presenting a single proposal or bid.
2. The attached proposal or bid is a firm offer for a period of 120 days following receipt, and it may be accepted by the DVHA without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the 120 day period.
3. In preparing this proposal or bid, I/we have not been assisted by any current employee of the State of Vermont whose duties related (or did relate) to this proposal, bid or prospective contract, and who was assisting in other than his or her official, public capacity. Neither does such a person nor any member of his or her immediate family have any financial interest in the outcome of this proposal or bid. (Any exceptions to these assurances are described in full detail on a separate page and attached to this document).
4. I/we understand that the DVHA will not reimburse me/us for any costs incurred in the preparation of this proposal or bid. All proposals or bids become the property of DVHA.
5. I/we understand that any contract(s) awarded as a result of this RFP will incorporate terms and conditions substantially similar to those attached to the RFP. I/we certify that I/we will comply with these or substantially similar terms and conditions if selected as a Contractor.
6. I hereby certify that I have examined the accompanying RFP forms prepared by:_____ for the funding period beginning _____ and ending _____ and that to the best of my knowledge and belief, the contents are true, and correct, and complete statements prepared from the books and records of the provider in accordance with applicable instructions, except as noted.

Signature:_____ Date: _____

Title: _____

RATE SHEET

(to be included in the proposal packet)

EXAMPLE

Company Name:_____

Contract Person for all RFPS:_____

Title:_____

Phone Number:_____

Mailing Address: _____

_____

Program:	Proposed Rate(s)
_____	_____ **(daily rate, if applicable)**

PROPOSED CHANGES TO STANDARD TERMS AND CONDITIONS

Instructions

The Vendor must include any proposed exception to any Standard State Provision of Contracts and Grants or Terms and Conditions for Technology Contracts. These proposed exceptions will be outlined in the following table:

Terms and Condition Exceptions

ITEM #	Attachment	REFERENCE (Section, Page, Paragraph)	Mark Up Original With Proposed Change	RATIONALE
1.				
2.				
3.				

<Vendor may add rows as appropriate>

SUBCONTRACTOR LETTERS

Instructions

Provide a letter from each subcontractor that will be associated with this Contract that is signed by someone authorized to legally bind the subcontractor
The letter must include:

- The subcontractor's legal status, federal tax identification number, D-U-N-S number, and principal place of business address;
- The name, phone number, fax number, email address, and mailing address of a person who is authorized to legally bind the subcontractor to contractual obligations;
- A description of the work the subcontractor will do;
- A commitment to do the work if the Vendor is selected; and

A statement that the subcontractor has read and understood the RFP and will comply with the requirements of the RFP.

SUMMARY OF FUNDS

(to be included in the proposal packet)

Organization Name _____
Fed ID # _____

Summary of Funds received during your current fiscal year
_____ to _____

Source of Funds	Contract/grant total award	Briefly describe activities supported by these funds
Income total		

APPENDIX B

REQUIRED COVER SHEET AND REPORTING FORMS

DEPARTMENT OF VERMONT HEALTH ACCESS

APPLICANT INFORMATION SHEET

(To be included in the proposal packet)

**NOTE: This information sheet must be included as the cover sheet of the application being submitted. Be sure to complete this form in its entirety. Please fill out and attach a fw-9 to this form signed by the duly appointed signing official for your company.

Applicant Organization: _____

Contact Person: _____

Title: _____

Mailing Address: _____

Town, State, ZIP: _____

Telephone: _____ Fax #: _____

E-mail Address: _____

Fiscal Agent (Organization Name): _____

FY Starts: _____ FY Ends: _____

Financial Contact Person: _____

Mailing Address: _____

Town, State, ZIP: _____

Telephone: _____ Fax #: _____

E-mail Address: _____

Federal Tax ID Number: _____

Whom should we contact if we have questions about this application?

Name _____ Phone Number _____

SCHEDULE A: SUMMARY OF COSTS

BUDGET SUBMITTAL FORM

BUSINESS NAME:			
CONTACT NAME AND NUMBER:			
LINE #	BUDGET CATEGORY	PAID HOURS	TOTAL COST
DIRECT PROGRAM COSTS SALARIES:			
1			
2			
3			
4			
5			
6	TOTAL SALARIES		
7	FRINGE BENEFITS		
8	% OF SALARIES		
DIRECT OPERATING:			
9	CONTRACTED- PERSONNEL		
10	CONTRACTED - SERVICES		
11	TELEPHONE/ CELL PHONE		
12	SUPPLIES		
13	TRAVEL		
14	TRAINING		
15	BUILDING RENT OR MORTGAGE/UTILITIES (ONLY IF NOT CO-LOCATED)		
16	INSURANCE		
17	PRINTING		
18	POSTAGE		
19	ACTIVITIES (FOR COMMUNITY SKILLS WORK)		
20	TOTAL OPERATING		
21	TOTAL DIRECT COSTS		
INDIRECT ALLOCATIONS:			
22	ADMINISTRATION (NOT TO EXCEED 13%)		
23	IT EQUIPMENT		

24	REPAIR & MAINTENANCE		
25	TOTAL INDIRECT		
26	TOTAL COSTS		
27	TOTAL DIRECT SERVICE/ SUPERVISION FTES		

(Schedules B, C and D are to be included in the proposal packet)

SCHEDULE A*: BUDGET SUBMITTAL FORM INSTRUCTIONS

General Instructions:
The Budget Submittal Form is a generic form designed to best fit all Program Proposals. **Please read the program specifications carefully and follow the format to ensure that each budget item is considered for submittal**

Form A Detailed Instruction:
Lines 1-6 – Salaries
1-5 – Enter position titles in Column B. Enter paid hours for the contract period in Column C. Enter total salary for each position for the contract period.
6 – Sum of lines 1 –5

Line 7 – Fringe Benefits
Enter the total fringe benefits to be paid for the total salaries on line 6 *(max 25% – 33%)*

Line 8 - % of Salaries
Line 7/Line 6

Lines 9-20 – Direct Operating
9-19 – Enter the total to be paid for each line item during the contract period. Include any additional items not included in 9-15 on lines 16-19.
20 – Sum of lines 9-19.

Line 21 – Total Direct Costs
Sum of lines 6, 7, and 20.

Lines 22-26 – Indirect Allocations
22-25 – Enter the total company costs to be allocated to this program for the contract period. Include any additional items not included in 22-23 on lines 24-25.
26 – Sum of lines 22-25.

7). Line 27 – Total Costs

8.) Line 28 – Total number of direct service/supervision FTEs funded by this contract.

***A completed Schedule A is to be included in the Proposal Packet.**

SCHEDULE B DETAIL OF EXPENSES

In narrative form explain how figures for salary, benefits, phone, mileage, buildings and facilities were determined.

SCHEDULE C ALLOCATION OF EXPENSES

In narrative form, describe your method for allocating your administrative costs.

SCHEDULE D RELATED PARTY DISCLOSURE

Please identify all related party relationships including cost purpose and approval process.