



1. **Parties:** This is a Grant Agreement for services between the State of Vermont, Department of Vermont Health Access (hereafter called "State"), and Northeastern Vermont Regional Hospital with a principal place of business at Saint Johnsbury, Vermont (hereafter called "Grantee"). It is the Grantee's responsibility to contact the Vermont Department of Taxes to determine if, by law, the Grantee is required to have a Vermont Department of Taxes Business Account Number.
2. **Subject Matter:** The subject matter of this Procurement Grant Agreement is to administer the Blueprint for Health in the Saint Johnsbury Health Service Area. Detailed services to be provided by the Grantee are described in Attachment A.
3. **Maximum Amount:** In consideration of services to be performed by the Grantee, the State agrees to pay the Grantee, per payment provisions specified in Attachment B, a sum not to exceed \$157,400.00
4. **Grant Term:** The effective date of this Grant Agreement shall be October 1, 2014 and end on September 30, 2015. This grant may be renewed for an additional two (2), one (1) year terms beyond the original term of this grant as agreed by both parties.
5. **Source of Funds:**

GC	\$145,400	Purchased	\$12,000	Federal	\$0
		GC: HIT		Other	
6. **Amendment:** No changes, modifications, or amendments in the terms and conditions of this procurement grant shall be effective unless reduced to writing, numbered, and signed by the duly authorized representative of the State and Grantee.
7. **Cancellation:** This procurement grant agreement may be suspended or cancelled by either party by giving the other party written notice at least 30 days in advance. Notwithstanding this provision, if a governmental agency with due authority determines that a program or facility operated by the Grantee, wherein services authorized under this procurement grant are provided, is not in compliance with State and Federal law, the State may terminate this procurement grant immediately and notify the Grantee accordingly. Also, in the event that federal funds supporting this procurement grant become unavailable or are reduced, the State may cancel this procurement grant with no obligation to pay the Grantee from State revenues.

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

	<u>State Fiscal Manager</u>	<u>Blueprint Assistant Director/Program Manager</u>	<u>For the Grantee</u>
Name:	Natalie Elvidge	Miki Hazard	Laural Ruggles
Phone #:	802-879-7956	802- 872-7534	802-748-7590
E-mail:	Natalie.Elvidge@state.vt.us	Miki.Hazard@state.vt.us	l.ruggles@nvrh.org

9. **Fiscal Year:** Grantee's fiscal year starts on October 1 and ends on September 30.
10. **Attachments:** This Grant consists of 39 pages including the following attachments which are incorporated herein:
 - Attachment A – Scope of Work to be Performed
 - Attachment B – Payment Provisions
 - Attachment C – Customary State Contract and Grant Provisions
 - Attachment D – Modifications of Insurance

ATTACHMENT A
SCOPE OF WORK TO BE PERFORMED

I. Overview of Work to be Performed

This grant agreement is to manage ongoing operations of the Vermont Blueprint for Health in the local Health Service Area (HSA). The Grantee will lead and oversee the Blueprint infrastructure to sustain a learning health system comprised of:

- A. Project Management
- B. Advanced Primary Care Practices (APCPs)
- C. Community Health Teams
 - C.1. Community Health Team (CHT) Planning Group
 - C.2. Core CHT
 - C.3. Extended and Functional CHTs
- D. Health Information Technology Interface with State Health Information Exchange and Covisint DocSite Registry
- E. Administration of Blueprint Payment Processes and Participation in Blueprint Evaluation
- F. Blueprint Sponsored Self-Management Programs
- G. Training and Travel
- H. Reporting Requirements
- I. Subcontractor Requirements

II. Scope of Work and Performance Expectations

The Grantee shall perform the scope of work and meet the performance expectations detailed in the sections below.

A. Project Management

The Grantee shall identify a Project Manager as the primary local contact responsible for overseeing all components of the grant agreement, ensuring the outlined obligations and responsibilities are met. The Grantee will provide a project management staffing plan that outlines the distribution of project management staffing responsibilities within 15 business days of the execution of the grant.

In the event of a Project Manager vacancy, the Grantee shall involve the State in the resume review, interviewing, and hiring process for a new Project Manager, including forwarding all resumes submitted for the position to the Blueprint Assistant Director assigned to the HSA. While the State agrees to abide by the organizational hiring policies of the Grantee, the Blueprint Assistant Director will make recommendations to the Grantee during the interviewing process and reserves the right to refuse the hiring of a Project Manager.

The Project Manager shall work collaboratively with the State and participate in person in regularly scheduled statewide Blueprint program activities and meetings, including, but not limited to:

- Project Manager meetings
- Expansion Design and Evaluation Committee meetings
- Payment Implementation Work Group meetings
- Information Technology meetings
- The Blueprint Annual and Semi-Annual Meetings

The Project Manager shall develop project reports as set out under this agreement, ensure Health Service Area (HSA) participation in the State's Blueprint for Health evaluation activities, and complete reports as required for payments from the State.

practices in the HSA in order to introduce the Blueprint for Health, assess and monitor their needs for initial recognition or reassessment as advanced primary care practices through the NCQA PCMH standards, and encourage their participation in the Blueprint for Health and learning health system activities. The Project Manager will monitor the status of each primary care practice as an NCQA PCMH and integration of CHT staff into each practice.

In collaboration with the practice facilitators, the Project Manager will also support primary care practices in implementing quality improvement initiatives through activities including:

- Providing access to relevant data reports, such as Emergency Department (ED) use, inpatient admissions, data on trends in hospital readmission rates, population outreach reports, access to lists of patients for each practice, practice profiles, reports for/from ACOs, and other relevant patient data
- Promoting quality improvement projects between practices, specialists, hospitals, and community organizations based on data reports
- Integration of the community health team into primary care workflow
- Providing education on and staff support for empanelment and panel management
- Organizing learning events (using training and flexible funds to support speaker costs)
- Promote learning health system activities, such as providing logistical support for local meetings of practices and creating innovative opportunities for learning and communication between practices
- Development and coordination of co-management and referral agreements with practices in health home neighborhood (integrated community)

Grant Deliverables

Grantee Shall:

- VI. Demonstrate will demonstrate outreach and/or progress in including all primary care practices (including naturopaths, internal medicine, and pediatric medicine) in the Blueprint. Progress will be measured by the proportion of area practices involved with the Blueprint. Outreach will be measured by evidence of meetings with individual practices to discuss participation in the Blueprint, as documented in updates of primary care practice's progress and practice demographic and staffing information in the Vermont Blueprint Provider Directory
- VII. Progress toward initial or continued NCQA recognition of participating practices as patient centered medical homes, including establishing and meeting deliverables on timeline to achieve NCQA recognition
- VIII. Data sharing between organizations to enhance care coordination, such as sharing reports on patients hospitalized or discharged from the emergency room and ACO reports to improve care on behalf of these patients.
- IX. Document co-management and referral agreements between practices and specialty providers

C. Community Health Teams

C.1. Community Health Team (CHT) Staffing and Design

The Grantee shall interact on a regular basis with advisors and community partners for ongoing planning, development, and expansion of CHTs, who shall be representatives of local community health and human services agencies, ACOs, and other stakeholders. Partners invited to participate in these interactions should include, but are not limited to:

The Grantee shall coordinate the operations of the Core CHT (the staff supported by the funding from the insurance payers) with Extended and Functional CHTs and shall develop collaborative relationships between the Core CHT and the Extended and Functional CHTs as outlines in the deliverables below. The Extended CHT activities include Medication Assisted Treatment (Spoke staff), Support and Services at Home (SASH), and insurer and ACO care managers, including the Vermont Chronic Care Initiative (VCCI). The Functional CHT includes key local health and human services providers.

The Grantee in collaboration with extended and functional CHT members shall document and inform the State of the:

- Respective roles of the Core CHT, Extended CHTs, and Functional CHT
- Clear referral protocols and methods of communication between the Core CHT, Extended CHTs, and Functional CHT
- Well-coordinated and non-duplicative services for participants

Medication Assisted Treatment

Medication Assisted Treatment (MAT) is the use of medications, in combination with counseling and behavioral therapies, to provide a whole-patient approach to the treatment of substance abuse disorders.

The Grantee shall plan, coordinate, and implement the hiring and placement of (or subcontracting for) nurse case management and licensed substance abuse and/or mental health clinicians with local physicians who prescribe buprenorphine in the Grantee's health service area. The MAT staff may be hired by the Grantee or subcontracted by the Grantee, as approved by the State. The MAT staff will work as a team with prescribing physicians to monitor adherence to treatment, coordinate access to recovery supports, provide counseling and health promotion services, and provide comprehensive care management to patients receiving MAT.

The MAT staff will document their activities in the practice's clinical record. In addition, the Spoke staff, with assistance from the Project Manager, will document the Health Home quality measures, participate in program evaluation, and participate in relevant learning collaboratives as determined by the State. The State will provide funds for one licensed nurse care manager and one licensed substance abuse and/or mental health clinician for every 100 Medicaid beneficiaries receiving buprenorphine prescribed by HSA physicians. The State will provide financing for MAT staff through the CHT payments mechanism. There will be no patient co-payments or fees for these services to assure barrier-free access to these services for patients and providers.

Support and Services at Home (SASH)

Under the Multi-payer Advanced Primary Care Practice Demonstration project (MAPCP), Medicare supports the Support and Services at Home (SASH) program as part of the Blueprint CHTs. SASH teams supplement core CHT functions by providing intensive, multi-disciplinary, team-based, non-medical wellness and coordination of care support to Medicare beneficiaries in Vermont. The Designated Regional Housing Organizations (DRHOs) administer SASH locally and are responsible for hiring and supervising SASH staff.

Insurer and ACO Care Managers

Care managers for both public and private insurers and ACOs supplement core CHT functions by providing clinical case management and support services to individuals identified as currently or potentially at risk for poor health outcomes and thus high healthcare costs.

For example, the Vermont Chronic Care Initiative (VCCI) focuses on the highest cost Medicaid beneficiaries to assist them in better managing their healthcare.

The Grantee shall ensure that all CHTs coordinate with insurer care managers and shall implement policies and guidelines requiring:

- Capture CHT measures, especially patients touched and time spent per patient based on conditions, in a central repository for activity reporting to insurers and for analysis of staffing ratios
- Use clinical data for Blueprint program evaluation
- Maintain data quality levels on an ongoing basis after completion of initial data quality work (Sprints) and connectivity to the State HIT architecture

The Grantee shall coordinate local activities with VITL, the State's clinical registry vendor, and Sprint project leaders on data quality and connectivity efforts to establish clean data transmission to the VHIE and the State's clinical registry for owned practices and participating community-based practices and Spoke providers. The Grantee will work with VITL to ensure that the necessary business associate agreements (BAAs) with VITL, the State's clinical registry vendor, and the practices are in place.

The Grantee shall convene meetings as necessary to develop health information technology interfaces, including individual practice interfaces with the VHIE and/or practice interfaces directly with the State's clinical registry. Payments will be provided for the Grantee to assist in facilitating the implementation and/or refinement of interfaces that result in successful practice reporting.

The Grantee shall help organize and support activities to ensure initial population of the State's clinical registry, mapping to the VHIE and/or the registry from practice EHRs, and data quality for accurate reporting from the registry and/or the practice EHR. These activities, including initial assessment, setting priorities for data remediation or reporting, use of interfaces, and completion of Sprints, will be done in collaboration with VITL, Sprint project leaders, and the State's clinical registry vendor.

Grant Deliverables

- XIII. Progress on practice-level IT implementation, evidenced by the number of practices that participate in a data quality initiative (Sprint) and/or connect Admit/Discharge/Transfer (ADT) (demographic) or Continuity of Care Document (CCD) interfaces to the VHIE (Vermont Health information Exchange) and/or Vaccination Update (VXU) interfaces to the VDH registry
- XIV. Evidence that practices have the capacity through their EHR or the State's clinical registry to produce accurate and reliable reports for panel management and quality improvement and who use the system on a regular basis with proven provider satisfaction.
- XV. Contribution of CHT data to the State's clinical registry via manual entry, interface, or flat file

E. Administration of Blueprint Payment Processes and Participation in Blueprint Evaluation

The Grantee shall provide administrative and financial support services to ensure timely and accurate development of: provider and practice data for payments, information for payers regarding CHT staffing and activity and MAT (Spoke) staffing and activity, and general accounting of funds received under this agreement. The Grantee shall also provide information and support for Blueprint evaluation activities as requested by the State. The Grantee shall participate in payment and evaluation-related meetings as requested by the State.

E.1. Administration of Blueprint Payment Processes

Enhanced payments under the Blueprint model include:

- Per Person Per Month (PPPM) payments from all participating payers to practices that have been recognized as patient-centered medical homes (PCMHs) based on National Committee for Quality Assurance (NCQA) standards
- CHT payments from all participating payers to support core CHT functions
- CHT payments from Medicare to support the SASH program

XVIII. As they occur and as the Grantee is informed of the changes, the Grantee shall report practice changes, such as provider transitions/attrition and practice identifier changes relevant to payment, to the State via the Blueprint Provider Directory and to all payers (with the exception of Medicare).

XIX. CHT/MAT Staffing and Practice Demographics Reports: Each quarter, prior to the fifteenth (15th) day of the first month of each calendar quarter (January, April, July, and October), Grantee shall enter and update CHT/MAT staffing and practice demographics information.

F. Blueprint Sponsored Self-Management Programs

During the annual grant period, the Grantee shall implement a minimum of ten (10) self-management group workshops from the following list, the combination of which will be based on the needs of the community and approval of the State Blueprint Assistant Directors.

- HLW – Chronic Disease during the grant time period (required)
- HLW – Diabetes during the grant time period
- HLW – Chronic Pain during the grant time period
- Freshstart Workshops (tobacco cessation) during the grant time period (required)
- WRAP Workshops during the grant time period
- Diabetes Prevention Program Workshops during the grant time period (required)

The combination must include HLW Chronic Disease, Freshstart (tobacco cessation), and the Diabetes Prevention Program.

The Grantee shall:

1. Hire a Regional Coordinator (usually a .5 FTE) to oversee, coordinate, and market self-management programs locally. The State Assistant Director shall be involved in the interviewing and hiring process for this position and shall have final approval of the hiring decision. Regional Coordinators shall meet with the State or its designee monthly to provide status updates on local programs and to receive coaching.
2. Report by phone or in-person progress on self-management program implementation to the State or its designee monthly or more frequently as needed.
3. Oversee local planning, participant recruitment, implementation, and evaluation of the community-based self-management programs. Recruitment should include working with local agencies and partners, such as SASH, VDH district offices, Area Agencies on Aging (AAAs), designated mental health and substance abuse treatment agencies, ACOs, and local employers; panel management in primary care practices; and general marketing.
4. Support requests from the community to offer workshops in diverse locations, such as employer work sites, designated agency offices, DRHO housing units, and so on.
5. Ensure that all workshops will be led by certified leaders as specified by the State. The Grantee shall ensure the retention of certified course leaders to lead the workshops. The Grantee shall ensure that the Regional Coordinator reviews workshop evaluations with every leader or leader pair following each workshop and makes a plan for improvements.
6. Ensure that interpreter services from appropriately credentialed interpreters are available to workshop participants upon request.
7. Provide registrant and participant data in a format specified by the State for each workshop. The Grantee shall complete and submit all data and paperwork for self-management programs as specified and required by the State prior to completing payments being issued.

Grant Deliverables

March 15, 2015	
Attest to accuracy of total unique patient counts for every practice in Blueprint Provider Directory	Tim Tremblay

April 15, 2015	
Documentation of eligibility for Project Management milestone payments and completion of selected milestone(s)	Natalie Elvidge, Miki Hazard
Attest to accuracy of all CHT/ MAT Staffing data in Blueprint Provider Directory	Tim Tremblay
Attest to accuracy of all practice demographic information in Blueprint Provider Directory	Tim Tremblay

April 30, 2015	
Bi-Annual Report	Natalie Elvidge, Miki Hazard

June 15, 2015	
Attest to accuracy of total unique patient counts for every practice in Blueprint Provider Directory	Tim Tremblay

July 15, 2015	
Documentation of eligibility for Project Management milestone payments and completion of selected milestone(s)	Natalie Elvidge, Miki Hazard
Attest to accuracy of all CHT/ MAT Staffing data in Blueprint Provider Directory	Tim Tremblay
Attest to accuracy of all practice demographic information in Blueprint Provider Directory	Tim Tremblay

September 15, 2015	
Attest to accuracy of total unique patient counts for every practice in Blueprint Provider Directory	Tim Tremblay

September 30, 2015	
Documentation of CHT referral /coordination protocols with functional CHT members, including local SASH panels, MAT, insurer and ACO care managers (including VCCI), and the designated mental health /substance abuse services agency	Miki Hazard

October 15, 2015	
Documentation of eligibility for Project Management milestone payments and completion of selected milestone(s)	Natalie Elvidge, Miki Hazard
Attest to accuracy of all CHT/ MAT Staffing data in Blueprint Provider Directory	Tim Tremblay

I. Subcontractor Requirements

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

Natalie Elvidge
Department of Vermont Health Access
312 Hurricane Lane, Suite 201
Williston, VT 05495
Natalie.Elvidge@state.vt.us

Miki Hazard
Blueprint Assistant Director
Department of Vermont Health Access
312 Hurricane Lane, Suite 201
Williston, Vermont 05495
Miki.Hazard@state.vt.us

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

- Connection of a VXU interface to the VHIE and the VDH immunization registry
- Completion of a project to send CHT measure set data via interface or flat file from a practice EHR to the statewide clinical registry
- Payments to vendors for necessary EHR modifications to meet the NCQA-PCMH standards, such as to generate panel management reports or for quality improvement data reports
- One-time, short-term data entry projects to correct historic data, which will be used to meet the NCQA-PCMH standards, to generate reliable panel management reports or for quality improvement data reports
- Data quality maintenance project that demonstrates continuous quality of data transmitted from practice EHRs through VHIE to State's clinical registry for practices with Live ADT, CCD, and VXU interfaces

Blueprint Sponsored Self-Management Programs

The Blueprint sponsored self-management budget supports the salary and benefits of the Regional Coordinator, plus all other expenses to implement the workshops, including, but not limited to, marketing, leader stipends, materials, book and CDs for participants, and facility expenses. The Grantee may invoice the State monthly up to the sum of \$2,500, up to a maximum total of \$30,000 (base payment) per year, for self-management activities in Section F, if at least 10 workshops that meet minimum registration requirements are provided, based on expenses incurred and completion of grant deliverables.

The Grantee will be paid up to the maximum amount allocated under Self-Management Programs contained in the included budget. Funding amounts shall be reduced if the target number of at least 10 workshops is not offered. Additionally, base payments and completer payments shall not be issued for workshops hosted and begun without the minimum number of registrants (10 for HLW, WRAP, and DPP; 5 for Tobacco).

In addition to the monthly base payments, the Grantee shall be paid \$200 per participant who completes:

- **HLW:** 4 or more sessions of a Healthier Living Workshop (chronic disease, diabetes, or chronic pain)
- **WRAP:** 18 or more hours of Wellness Recovery Action Planning Workshop
- **Tobacco:** 3 or more sessions of an approved tobacco cessation workshop
- **DPP:** 9 or more sessions of the Diabetes and Prevention Program

Completer payments are also contingent upon submission of paperwork and data entry in the designated system as required by the State.

The Grantee may also invoice for actual expenses up to \$3,000 for local master trainer to provide consultation to the State, HLW training, HLW refreshers, or audits.

Training, Travel, and Flexible Funding Mechanism

The Grantee will invoice the State monthly for the actual expenses incurred for approved training, consultation, and travel and for those items approved in writing by the Blueprint under the Flexible Funding Mechanism, not to exceed \$10,000 during the grant time period. Examples may include interpreter services for Blueprint sponsored self-management programs. Mileage expense for use of personal vehicles and meal expense will be reimbursed at the current State rate. The Grantee will hold all receipts and necessary documentation on file and make documentation available upon request by the State. Travel expenses must be in compliance with State of Vermont Administrative Bulletin 3.4.

and Blueprint sponsored self-management program leader training, auditing, and stipends), unless otherwise specified.

Approved Budget for October 1, 2014 to September 30, 2015:

St. Johnsbury	Amount	Source
Project Management	\$72,000	GC
Project Management Milestones	\$8,000	GC
Practice Facilitation	\$0	GC
Practice Facilitation Milestones	\$0	GC
Health Information Technology Interfaces	\$12,000	Purchased GC: HIT
Self-Management Programs	\$30,000	GC
Self-Management Master Trainer	\$3,000	GC
Self-management Completers (\$200 each)	\$22,400	GC
Training, Travel, Flexible Funding	\$10,000	GC
Total	\$157,400	
GC	\$145,400	
Purchased GC: HIT	\$12,000	

As a Subrecipient of federal funds, the recipient is required to adhere to the following federal regulations:
 A-110: “Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations” (OMB Circular A-110);
 A-122: “Cost Principles for Non-Profit Organizations” (OMB Circular A-122); and
 A-133: “Audits of States, Local Governments and Non-Profit Organizations” (OMB Circular A-133)
 2 CFR Chapter I, Chapter II, Part 200, et al.: “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Final Rule” <http://www.gpo.gov/fdsys/pkg/FR-2013-12-26/pdf/2013-30465.pdf>.

These circulars may be found on the Office of Management and Budget website at: <http://www.whitehouse.gov/omb/circulars/index.html>.

As well as any other applicable federal regulations or guidelines specific to the funding of which support this grant agreement.

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 **\$1,000,000** per occurrence, and **\$1,000,000** aggregate.

8. **Reliance by the State on Representations**: All payments by the State under this Agreement will be made in reliance upon the accuracy of all prior representations by the 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.

- 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.

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

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

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

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

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

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

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

6. **Documenting and Reporting Breaches.**

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.

make the return or destruction infeasible for so long as Business Associate maintains such PHI. This shall also apply to all Agents and Subcontractors of Business Associate.

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

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

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

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

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

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

18. Miscellaneous.

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

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

ATTACHMENT F
AGENCY OF HUMAN SERVICES' CUSTOMARY GRANT PROVISIONS

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

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

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

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

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

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

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

Federal Medicaid System Security Requirements Compliance: All Grantees and subcontractors must provide a security plan, risk assessment, and security controls review document within three months of the start date of this agreement (and update it annually thereafter) to support audit compliance with 45CFR95.621 subpart F, *ADP (Automated Data Processing) System Security Requirements and Review Process*.
4. **Non-discrimination Based on National Origin as evidenced by Limited English Proficiency**. The Grantee agrees to comply with the non-discrimination requirements of Title VI of the Civil Rights Act of 1964, 42 USC Section 2000d, et seq., and with the federal guidelines promulgated pursuant to Executive Order 13166 of 2000, which require that Grantees and subgrantees receiving federal funds must assure that persons with limited English proficiency can meaningfully access services. To the extent the Grantee

employees receive training on the reporting of abuse or neglect to children and abuse, neglect or exploitation of vulnerable adults.

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

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

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

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

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

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

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

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

10. **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.

11. **Taxes Due to the State:**

- e. 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.
- f. 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.
- g. 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.

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.

20. **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.

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

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

INVOICE

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

Grantee Billing Contact: _____ Phone #: _____

Dates of Service	Description of Deliverables/Work Performed (please include/list a narrative of activities)	Amount
	Project Management:	
	Project Management Milestone:	
	Health Information Technology (HIT):	
	Self-Management Programs:	
	Self-Management Master Trainer:	
	Self-Management Completers (\$200 each):	
	Training, Travel, and Flexible Funding:	
TOTAL:		

Remittance Address:

Bill to Address:

Natalie Elvidge
 Department of Vermont Health Access
 312 Hurricane Lane, Suite 201
 Williston, Vermont 05495-2806
Natalie.Elvidge@state.vt.us

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

Upon Grantee signature of this invoice, the Grantee confirms that the following funds are inaccessible to the Grantee will be reverted back to the State, resulting in a reduction in the total amount of the grant award.

Within 15 business days of receipt of the invoice, the State will issue (at least quarterly) the Grantee a confirmation letter of the reduction that will be executed upon signature of the Grantee and the State.

Amount:	
Date:	

Signature: _____