

1. **Parties.** This is a contract for personal services between the State of Vermont, Department of Vermont Health Access (hereafter called "State"), and Public Health Institute, with a principal place of business in Oakland, California (hereafter called "Contractor"). The Contractor's form of business organization is a 501(c)3 nonprofit. The Contractor's local address is 555 12th Street, 10th Floor, Oakland, California 94607. It is the Contractor's responsibility to contact the Vermont Department of Taxes to determine if, by law, the Contractor is required to have a Vermont Department of Taxes Business Account Number.
2. **Subject Matter.** The subject matter of this contract is personal services generally on the subject of Accountable Communities for Health Peer Learning Lab Design and Facilitation. Detailed services to be provided by the Contractor are described in Attachment A.
3. **Maximum Amount.** In consideration of the services to be performed by Contractor, the State agrees to pay Contractor, in accordance with the payment provisions specified in Attachment B, a sum not to exceed **\$210,000.00**. See Attachment B, #1 (FUNDING and PERIOD OF PERFORMANCE AUTHORIZATION REQUIREMENT).

Work performed between April 1, 2016 (retroactive date) and the execution of this contract that is in conformity with Attachment A may be billed under this contract.

4. **Contract Term.** The period of Contractor's performance shall begin on April 1, 2016, and end on February 1, 2017. Work performed between April 1, 2016 (retroactive date) and the execution of this contract that is in conformity with Attachment A may be billed under this contract.

This contract may be renewed for an additional two (2), one (1) year terms beyond the original term of this contract as agreed by both parties.

5. **Prior Approvals.** If approval by the Attorney General's Office or the Secretary of Administration is required, (under current law, bulletins, and interpretations), neither this contract nor any amendment to it is binding until it has been approved by either or both such persons.

Approval by the Attorney General's Office is required.
Approval by the Secretary of Administration is required.

6. **Amendment.** No changes, modifications, or amendments in the terms and conditions of this contract shall be effective unless reduced to writing, numbered and signed by the duly authorized representative of the State and Contractor.
7. **Contacts and Notices:** The contacts for this award are as follows:

	<u>State Fiscal Manager</u>	<u>State Program Manager</u>	<u>For the Contractor</u>
Name:	Karen Sinor	Sarah Kinsler	Joanna Gomes
Phone #:	802-241-0252	802-798-2244	510-285-5573
E-mail:	<u>Karen.Sinor@vermont.gov</u>	<u>Sarah.Kinsler@vermont.gov</u>	<u>JGomes@phi.org</u>

To the extent notices are made under this contract, such notices shall only be effective if committed to writing and sent to the following persons as representatives of the parties:

CONTRACTOR:
Joanna Gomes
PHI Director of Bid & Proposal

STATE:

STATE OF VERMONT, CONTRACT FOR PERSONAL SERVICES
DEPARTMENT OF VERMONT HEALTH ACCESS
PUBLIC HEALTH INSTITUTE
Population Health Innovation Lab
Public Health Institute
555 12th Street, 10th Floor
Oakland, CA 94607
JGomes@phi.org

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General Counsel
Department of Vermont Health Access (DVHA)
NOB 1 South, 280 State Drive
Waterbury, VT 05671-1010
AHS.DVHALegal@vermont.gov

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

8. Cancellation. This contract may be cancelled by either party by giving written notice at least 30 days in advance. Notwithstanding this provision, if a governmental agency with due authority determines that a program or facility operated by the Contractor, wherein services authorized under this contract are provided, is not in compliance with State and Federal law or is operating with deficiencies the State may terminate this contract immediately and notify the Contractor accordingly. Also, in the event that federal funds supporting this contract become unavailable or are reduced, the State may cancel this contract with no obligation to pay the Contractor from State revenues.

9. Attachments. This contract consists of 32 pages including the following attachments, which are incorporated herein:

- Attachment A - Specifications of Work to be Performed
- Attachment B - Payment Provisions
- Attachment C – Standard State Provisions for Contracts and Grants
- Attachment D - Modifications of Customary Provisions of Attachment C or Attachment F
- Attachment E - Business Associate Agreement
- Attachment F - Agency of Human Services' Customary Contract Provisions

The order of precedence of documents shall be as follows:

- 1). This document
- 2). Attachment D (if any)
- 3). Attachment C
- 4). Attachment A
- 5). Attachment B
- 6). Attachment E (if any)
- 7). Attachment F
- 8). Other Attachments/ Appendices (if any)

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

BY THE STATE OF VERMONT:

BY THE CONTRACTOR:

e-Signed by Steven Costantino June 22, 2016
on 2016-06-22 19:32:14 GMT

e-Signed by Joanna Gomes June 22, 2016
on 2016-06-22 18:40:02 GMT

STEVEN COSTANTINO, COMMISSIONER
AHS/DVHA
NOB 1 South, 280 State Drive
Waterbury, VT 05671-1010
Phone: 802-241-0239
Email: Steven.Costantino@vermont.gov

JOANNA GOMES
555 12th Street, 10th Floor
Oakland, CA 94607
Phone: 510-285-5573
Email: JGomes@phi.org

ATTACHMENT A SPECIFICATIONS OF WORK TO BE PERFORMED

I. Background

This project is intended to develop and facilitate a year-long peer learning project, known as the Accountable Communities for Health Peer Learning Laboratory, for Vermont communities interested in exploring the Accountable Communities for Health (ACH) model. Vermont previously contracted with the Prevention Institute to perform research and analysis and develop a definition of ACH and identify key features of the model. This contract will continue to develop the conceptual framework for ACHs for Vermont in partnership with private sector stakeholders.

The ACH Peer Learning Laboratory will bring together leaders from emerging Accountable Communities for Health within Vermont to learn with and from one another and from national innovators or industry leaders. The State released informational materials about this peer learning opportunity in February 2016, along with an application form. The State received 12 applications; 10 communities from around Vermont were accepted and will participate in the ACH Peer Learning Laboratory. Each participating community team includes a diverse set of community leaders from sectors including health care, public health, and social/community services.

For more information, please review:

- Accountable Communities for Health: Opportunities and Challenges:
http://healthcareinnovation.vermont.gov/sites/hcinnovation/files/Pop_Health/VT%20ACH%20Opportunities%20and%20Recommendations.pdf
- Accountable Communities for Health Peer Learning Lab Recruitment Materials:
<http://healthcareinnovation.vermont.gov/sites/hcinnovation/files/Resources/ACH%20Peer%20Learning%20Lab%20Recruitment%20Packet%201%202015%202016.pdf>
- Accountable Communities for Health Peer Learning Lab Application Form:
<http://healthcareinnovation.vermont.gov/sites/hcinnovation/files/Resources/ACH%20Peer%20Learning%20Lab%20Application%20Form.pdf>
- Accountable Communities for Health Information Webinar for Prospective Applicants – Slides:
<http://healthcareinnovation.vermont.gov/sites/hcinnovation/files/Resources/Population%20Health%20and%20Vermont%27s%20Care%20Management%20and%20Case%20Management%20Systems%20%282%29.pdf>

II. Scope of Work

Key objectives of the Contractor's work include:

- Assess participating communities' readiness across nine "core elements" of the ACH model.
- Support participating communities in increasing their capacity and readiness across the nine core elements of the ACH model through a Peer Learning Laboratory curriculum that utilizes in-person and distance learning methods to support peer learning, as well as community facilitation to support each community's development. Contractor shall: foster a sense of ownership and co-creation within and across community teams for creating an ACH; coach participating communities in forming broad, multi-disciplinary teams; use data to assist in establishing knowledge base within each community; facilitate communication around evolving roles and relationships; recognize, reinforce, and celebrate success; and provide feedback and coaching for community leaders. The Peer Learning Laboratory will include:
 - 3 in-person peer-to-peer learning sessions;
 - Minimum of 3 web-based distance learning events; and
 - Community facilitation for participating community teams

- Develop a final report that documents findings and lessons learned, and includes recommendations developed based on Peer Learning Laboratory experience to inform future State decision-making, focusing on what infrastructure and resources are needed at the community/regional level and the State level.

Task 1: Conduct Needs Assessment with Selected Participants.

1. Develop assessment tool within 15 days of contract execution.
2. Implement needs assessment within 30 days of contract execution.
3. Compile needs assessment results and develop a brief summary report within 45 days of contract execution.

Deliverables:

1. Assessment tool;
2. Assessment implementation; and
3. Assessment results and summary report.

Task 2: Develop ACH Peer Learning Laboratory Plan and Curriculum.

1. Contractor shall develop a high-level curriculum plan within 30 days of contract execution. This document should list key Peer Learning Laboratory activities with approximate dates, and identifying high-level learning goals for each key event. High-level goals should be developed based on the nine core elements of an ACH described in the “Accountable Communities for Health: Opportunities and Challenges” report linked above, as well as analysis of community applications.
2. Contractor shall finalize high-level curriculum plan, incorporating needs assessment results, within 45 days of contract execution. This should include a tentative calendar of key events.
3. Contractor shall populate web-based tools to support ACH Peer Learning Laboratory communities in communicating and sharing documents within 45 days of contract execution. This could include platforms such as Trello or LinkedIn groups; platforms shall be approved by the State in advance.

Deliverables:

1. High-level curriculum plan; and
2. Populated web-based peer learning platform.

Task 3: Design and Facilitate Three Peer-to-Peer In-Person Learning Sessions.

1. Based on high-level learning goals detailed in Task 2, Contractor shall develop a draft agenda for each peer-to-peer learning session at least 60 days prior to the learning session date. Draft agenda should suggest additional faculty, special materials, or other plans as appropriate. Contractor shall work with State staff to finalize each learning session agenda at least 45 days prior to the learning session date; if appropriate, Contractor shall seek and confirm additional faculty.
2. Contractor shall develop a complete set of draft materials for each peer-to-peer session at least 30 days prior to the learning session date. Contractor shall work with State staff to finalize materials for each learning session at least 7 days prior to the learning session date. Contractor shall distribute materials to participants in advance of each learning session.
3. Contractor shall meet with a design team comprised of State staff and other key stakeholders identified by the State prior to each in-person learning session to prepare for the event.
4. Contractor shall attend and facilitate three in-person, day-long learning sessions for participating communities. The first in-person learning session shall take place prior to June 30, 2016.

5. Contractor shall meet with a design team comprised of State staff and other key stakeholders identified by the State following each in-person learning session to debrief and identify lessons learned and next steps.
6. Contractor shall evaluate each in-person learning session and deliver a summary report to the State within 15 days.

Deliverables:

1. Three peer-to-peer in-person learning session agendas (draft and final);
2. Three complete sets of peer-to-peer in-person learning session materials (draft and final);
3. Three in-person, day-long learning sessions for participating communities, including preparatory meetings and debrief meetings with design team; and
4. Three summary reports evaluating learning sessions.

Task 4: Design and Facilitate Peer-to-Peer Web-Based Distance Learning Events (Minimum of 3).

1. Contractor shall develop and host a kick-off web event within 30 days of contract execution, prior to the first in-person learning session, to orient participating communities. Contractor shall work with the State to develop kick-off event agenda.
2. Based on high-level learning goals detailed in Task 2, Contractor shall develop a draft agenda for each web-based learning event at least 30 days prior to the event date. Draft agenda should suggest additional faculty, special materials, or other plans as appropriate. Contractor shall work with State staff to finalize each web-based learning event agenda at least 20 days prior to the event date; if appropriate, Contractor shall seek and confirm additional faculty.
3. Contractor shall develop a complete set of draft materials for each web-based learning event at least 10 days prior to the event date. Contractor shall work with State staff to finalize materials for each web-based learning event at least 5 days prior to the event date. Contractor shall distribute materials to participants in advance of each web-based learning event.
4. Contractor shall attend and facilitate six web-based learning events for participating communities. Webinar recordings and materials shall be archived on State websites for future use.
5. Contractor shall evaluate each web-based learning event and deliver a summary report to the State within 15 days.

Deliverables:

1. One kick-off web event to orient participating communities;
2. Agendas for each web-based learning event (draft and final);
3. Complete materials for each web-based learning event (draft and final);
4. At least three web-based learning events; and
5. Summary reports evaluating each web-based learning event.

Task 5: Provide Community Facilitation for Each Participating Community Team.

1. Based on community applications and needs assessment findings, Contractor shall provide ongoing in-person community facilitation for each participating community for the length of the project period. Contractor shall:
 - Attend regular meetings of each community's ACH Peer Learning Laboratory team (bi-weekly or monthly, depending on community preference and availability, as well as ad-hoc meetings as requested by community team leadership).
 - Work with community teams to identify key goals and objectives for Peer Learning Lab participation; establish a timeline and reporting mechanisms to track progress. By June 30, 2016, deliver to the State a summary of key goals and objectives, and high-level timeline and reporting

mechanisms to track progress for each participating community.

- The Contractor shall use a sub-contractor to provide facilitation services in each of the 10 identified Peer Learning Lab regions. Prior to engagement of any sub-contractor for this work, the Contractor shall submit a Department of Vermont Health Access Subcontractor Compliance Appendix I) to the State for approval. The Contractor may utilize more than one sub-contractor for facilitation services, however the total available amount for these services shall not exceed \$65,000. A rate(s) will be assigned and preapproved by the State prior to beginning work.
- Report to the State on facilitation activities and community progress monthly.
- Provide ad hoc support as requested by community team leadership. Ad hoc requests must be approved by the State.

Deliverables:

6. Summary of key goals and objectives, and high-level timeline and reporting mechanisms to track progress for each participating community; and
7. Monthly reports to the State on facilitation activities and community progress.

Task 6: Develop a Final Report.

1. Contractor shall develop a final report describing project activities, documenting progress made, identifying lessons learned. The report should also outline recommendations for State policymakers based on Peer Learning Laboratory experience to assist in development of statewide guidance to support the needs of emerging ACHs, identifying options, strategic levers, and barriers. Contractor shall provide a draft of the report at least 45 days prior to the conclusion of the contract. Contractor shall work with the State to edit and finalize the report, and deliver a final report at least 7 days prior to the contract end date.
2. Contractor shall supply the state with final version of the high-level curriculum at least 7 days prior to the contract end date.

Deliverables:

1. Final report (draft and final); and
2. Final high-level curriculum.

Task 7: Ongoing Reporting.

1. Contractor shall submit monthly reports with invoices describing activities and progress accomplished during the prior month. Reports should include brief summaries of each community's progress during the prior month (see 5.1 above).

Deliverables:

1. Monthly progress reports

**ATTACHMENT B
PAYMENT PROVISIONS**

The maximum dollar amount payable under this agreement is not intended as any form of a guaranteed amount. The Contractor will be paid for products or services actually performed as specified in Attachment A up to the maximum allowable amount specified in this agreement. State of Vermont payment terms are Net 30 days from date of invoice, payments against this contract will comply with the State's payment terms. The payment schedule for delivered products, or rates for services performed, and any additional reimbursements, are included in this attachment. The following provisions specifying payments are:

1. **FUNDING and PERIOD OF PERFORMANCE AUTHORIZATION REQUIREMENT:** This contract is funded by a federal grant and subject to federal approval. No reimbursement shall be provided under this agreement without federal approval for the task, service, or product for which reimbursement is claimed.
 - a. Contractor may not begin work for the time period of 4/1/2016 to 2/1/2017 without written authorization from the State of Vermont. Approval for funding is contingent on CMMI authorization.
2. Contractor invoices shall be submitted no more frequently than monthly, but no later than quarterly, and shall include the number of hours worked during the specified billing period and the total amount billed. The State shall pay the Contractor for achievement of project milestones. Milestones and associated payments are detailed in the Deliverables Table 7 (see below).
3. No benefits or insurance will be reimbursed by the State.
4. Invoices shall reference this agreement number, include date of submission, invoice number, amount billed for each deliverable, and total amount billed (Appendix I: Required Forms)
 - a) Invoices documentation shall include:
 - a. Invoice (Word or PDF format)
 - b. Financial reporting form (if required, Excel)
 - b) Programmatic documentation (deliverables) shall be submitted in PDF format
5. Invoice documentation and programmatic documentation related to this agreement should be submitted together in electronic format to:

Sarah Kinsler
Sarah.Kinsler@vermont.gov

Karen Sinor
Karen.Sinor@vermont.gov
6. The total maximum amount payable under this contract shall not exceed \$210,000.00, pending federal approval.
 - a. The total maximum payable amount from 4/1/2016 to 6/30/2016 is \$50,000.00, pending federal approval.
 - b. The total maximum payable amount from 7/1/2016 to 2/1/2017 is \$160,000.00, pending federal approval.

7. Deliverables Table:

Deliverable	Due Date	Payment	Rate
<i>Task 1: Conduct Needs Assessment with Selected Participants: \$5,000</i>			
Assessment tool	Within 15 days of contract execution	\$2,000	
Assessment implementation	Within 30 days of contract execution	\$750	
Assessment results and summary report	Within 45 days of contract execution	\$2,250	
<i>Task 2: Develop ACH Peer Learning Laboratory Plan and Curriculum: \$5,000</i>			
High-level curriculum plan	Within 30 days of contract execution	\$4,000	
Populated web-based peer learning platform	Within 45 days of contract execution	\$1,000	
<i>Task 3: Design and Facilitate Three Peer-to-Peer In-Person Learning Sessions: \$81,000</i>			
Three peer-to-peer in-person learning session agendas (draft and final)	<u>Draft</u> : 60 days prior to each session date <u>Final</u> : 45 days prior to each session date	\$9,000	(\$3,000/ each session)
Three complete sets of peer-to-peer in-person learning session materials (draft and final)	<u>Draft</u> : 30 days prior to each session date <u>Final</u> : 7 days prior to each session date	\$1,500	(\$500/ each session)
Three in-person, day-long learning sessions for participating communities, including preparatory meetings and debrief meetings with design team	Date of session; first session prior to June 30, 2016	\$66,000	(\$22,000/ each session)
Three summary reports evaluating learning sessions	Within 15 days of session	\$4,500	(\$1,500/ each session)
<i>Task 4: Design and Facilitate Peer-to-Peer Web-Based Distance Learning Events: \$21,000 (Minimum of 1 kick-off event and 3 web-based learning events)</i>			
One kick-off web event to orient participating communities	<u>Within 30 days of contract execution</u>	\$1,500	
Agendas for each web-based learning event (draft and final)	<u>Draft</u> : 30 days prior to each event date <u>Final</u> : 20 days prior to each event date	\$4,500	(\$1,500/ each event)
Complete materials set for each web-based learning event (draft and final)	<u>Draft</u> : 10 days prior to each event date <u>Final</u> : 5 days prior to each event date	\$1,500	(\$500/ each event)
At least three web-based learning events	Date of event	\$9,000	(\$3,000/ each event)
Summary reports evaluating each web-based learning event	Within 15 days of event	\$4,500	(\$500/ each event)
<i>Task 5: Provide Community Facilitation for Each Participating Community Team: \$70,000</i>			
Summary of key goals and objectives, and high-	July 15, 2016	\$2,000	

level timeline and reporting mechanisms to track progress for each participating community			
Provide community facilitation services	Ongoing	\$65,000	Hourly, up to \$10,000/month
Monthly reports to the State on facilitation activities and community progress	Monthly	\$3,000	(\$300/month)
<i>Task 6: Develop a Final Report: \$23,000</i>			
Final report (draft and final)	<u>Draft</u> : 45 days prior to contract end date <u>Final</u> : 7 days prior to contract end date	\$17,000	
Final high-level curriculum	<u>7 days prior to contract end date</u>	\$6,000	
<i>Task 7: Ongoing Reporting: \$5,000</i>			
Monthly progress reports (submitted with invoices)	Monthly	\$5,000	(\$500/month)
TOTAL		\$210,000	

ATTACHMENT C
STANDARD STATE PROVISIONS FOR CONTRACTS AND GRANTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10. **Records Available for Audit:** The Party shall maintain all records pertaining to performance under this agreement. "Records" means any written or recorded information, regardless of physical form or characteristics, which is produced or acquired by the Party in the performance of this agreement. Records

produced or acquired in a machine readable electronic format shall be maintained in that format. The records described shall be made available at reasonable times during the period of the Agreement and for three years thereafter or for any period required by law for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

11. Fair Employment Practices and Americans with Disabilities Act: Party agrees to comply with the requirement of Title 21 V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable. Party shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990, as amended, that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the Party under this Agreement. Party further agrees to include this provision in all subcontracts.

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

13. Taxes Due to the State:

- a. Party understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.
- b. Party certifies under the pains and penalties of perjury that, as of the date the Agreement is signed, the Party is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.
- c. Party understands that final payment under this Agreement may be withheld if the Commissioner of Taxes determines that the Party is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.
- d. Party also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Party has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Party has no further legal recourse to contest the amounts due.

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

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

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

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

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

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

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

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

<http://bgs.vermont.gov/purchasing/debarment>

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

20. Internal Controls: In the case that this Agreement is an award that is funded in whole or in part by Federal funds, in accordance with 2 CFR Part II, §200.303, the Party must establish and maintain effective internal control over the Federal award to provide reasonable assurance that the Party is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the award. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States and the "Internal Control Integrated Framework", issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

21. Mandatory Disclosures: In the case that this Agreement is an award funded in whole or in part by Federal funds, in accordance with 2CFR Part II, §200.113, Party must disclose, in a timely manner, in writing to the State, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures may result in the imposition of sanctions which may include disallowance of costs incurred, withholding of payments, termination of the Agreement, suspension/debarment, etc.

22. Conflict of Interest: Party must disclose in writing any potential conflict of interest in accordance with Uniform Guidance §200.112, Bulletin 5 Section X and Bulletin 3.5 Section IV.B.

(End of Standard Provisions, State of Vermont – Attachment C - 9-1-2015_rev)

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

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

The Attorney General's Office has approved a waiver of Attachment C's insurance requirement for professional liability due to the nature of services performed under this agreement.

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

N/A

3. Requirements of Sections in Attachment F are hereby modified:

Section 10 of Attachment F is hereby amended by adding the following sentence at the end of the first paragraph:

For the avoidance of doubt, the term "work for hire" shall not be deemed to include intellectual property developed or obtained by Contractor outside this agreement, provided that the State shall have an irrevocable, nonexclusive, and royalty-free license to use any such Contractor intellectual property that is used to complete the work in Attachment A.

Section 10 of Attachment F is hereby amended by adding the following material after the third paragraph:

Notwithstanding anything to the contrary in the first three paragraphs of this section, the State grants to Contractor an irrevocable, nonexclusive, royalty-free license to use any intellectual property developed under this agreement, including, for example, the layout of templates and the content of webinars.

Contractor must include the following attribution and disclaimer on all materials developed for public distribution that are funded through this agreement:

This document was developed through funding provided by the grant program outlined under the Catalog of Federal Domestic Assistance Number 93.624 from the U.S. Department of Health and Human Services, Centers for Medicare & Medicaid Services. However, these contents do not necessarily represent the policy or views of the U.S. Department of Health and Human Services or any of its agencies, and you should not assume endorsement by the Federal Government.

4. Reasons for Modifications:

N/A

APPROVAL:



ASSISTANT ATTORNEY GENERAL

DATE: 6/23/16

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

**ATTACHMENT E
BUSINESS ASSOCIATE AGREEMENT**

This Business Associate Agreement (“Agreement”) is entered into by and between the State of Vermont Agency of Human Services, operating by and through its **Department of Vermont Health Access** (“Covered Entity”) and **Public Health Institute** (“Business Associate”) as of **April 1, 2016** (“Effective Date”). This Agreement supplements and is made a part of the contract/grant to which it is attached.

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

The parties agree as follows:

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

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

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

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

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

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

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

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

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

2. Identification and Disclosure of Privacy and Security Offices. Business Associate and Subcontractors shall provide, within ten (10) days of the execution of this agreement, written notice to the Covered Entity’s contract/grant manager the names and contact information of both the HIPAA Privacy Officer and HIPAA

Security Officer. This information must be updated any time either of these contacts changes.

3. Permitted and Required Uses/Disclosures of PHI.

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

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

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

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

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

6. Documenting and Reporting Breaches.

6.1 Business Associate shall report to Covered Entity any Breach of Unsecured PHI, including Breaches reported to it by a Subcontractor, as soon as it (or any of its employees or agents) becomes aware of any such Breach, and in no case later than two (2) business days after it (or any of its employees or agents)

becomes aware of the Breach, except when a law enforcement official determines that a notification would impede a criminal investigation or cause damage to national security.

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

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

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

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

8. **Providing Notice of Breaches.**

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

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

its Subcontractor to consult with Covered Entity about the specifics of the notice as set forth in section 8.1

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

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

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

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

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

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

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

13. **Books and Records.** Subject to the attorney-client and other applicable legal privileges, Business Associate shall make its internal practices, books, and records (including policies and procedures and PHI)

relating to the use and disclosure of PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity available to the Secretary in the time and manner designated by the Secretary. Business Associate shall make the same information available to Covered Entity, upon Covered Entity's request, in the time and manner reasonably designated by Covered Entity so that Covered Entity may determine whether Business Associate is in compliance with this Agreement.

14. Termination.

14.1 This Agreement commences on the Effective Date and shall remain in effect until terminated by Covered Entity or until all of the PHI provided by Covered Entity to Business Associate or created or received by Business Associate on behalf of Covered Entity is destroyed or returned to Covered Entity subject to Section 18.8.

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

15. Return/Destruction of PHI.

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

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

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

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

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

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

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

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

18. Miscellaneous.

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

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

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

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

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

18.6 Business Associate shall abide by the terms and conditions of this Agreement with respect to all PHI it receives from Covered Entity or creates or receives on behalf of Covered Entity even if some of

that information relates to specific services for which Business Associate may not be a “Business Associate” of Covered Entity under the Privacy Rule.

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

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

(Rev: 5/5/15)

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.

APPENDIX 1: REQUIRED FORMS
Department of Vermont Health Access
Subcontractor Compliance

Date: _____

Original Contractor/Grantee Name: _____ Contract/Grant #: _____

Subcontractor Name: _____

Scope of Subcontracted Services:

Is any portion of the work being outsourced outside of the United States? YES NO
(If yes, **do not proceed**)

All vendors under contract, grant, or agreement with the State of Vermont, are responsible for the performance and compliance of their subcontractors with the Standard State Terms and Conditions in Attachment C. This document certifies that the Vendor is aware of and in agreement with the State expectation and has confirmed the subcontractor is in full compliance (or has a compliance plan on file) in relation to the following;

- Subcontractor does not owe, is in good standing, or is in compliance with a plan for payment of any taxes due to the State of Vermont
- Subcontractor (if an individual) does not owe, is in good standing, or is in compliance with a plan for payment of Child Support due to the State of Vermont.
- Subcontractor is not on the State's disbarment list.

In accordance with State Standard Contract Provisions (Attachment C), The State may set off any sums which the subcontractor owes the State against any sums due the Vendor 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 in Attachment C.

Signature of Subcontractor

Date

Signature of Vendor

Date

Received by DVHA Business Office

Date

Required: Contractor cannot subcontract until this form has been returned to DVHA Contracts & Grants Unit

APPENDIX 1: REQUIRED FORMS

INVOICE

Contractor:	
Address:	
State:	
Zip Code:	
Invoice #:	
Date:	
Contract #:	

Contractor Billing Contact: _____ Phone #: _____

Signature: _____

Month of Service	Deliverable	Due Date	Mark if Complete	Amount
	<i>Task 1: Conduct Needs Assessment with Selected Participants: \$5,000</i>			
	Assessment tool	Within 15 days of contract execution		
	Assessment implementation	Within 30 days of contract execution		
	Assessment results and summary report	Within 45 days of contract execution		
	<i>Task 2: Develop ACH Peer Learning Laboratory Plan and Curriculum: \$5,000</i>			
	High-level curriculum plan	Within 30 days of contract execution		
	Populated web-based peer learning platform	Within 45 days of contract execution		
	<i>Task 3: Design and Facilitate Three Peer-to-Peer In-Person Learning Sessions: \$81,000</i>			
	Three peer-to-peer in-person learning session agendas (draft and final)	Draft: 60 days prior to each session date	Session 1	
		Final: 45 days prior to each session date	Session 2	
			Session 3	
	Three complete sets of peer-to-peer in-person learning session materials (draft and final)	Draft: 30 days prior to each session date	Session 1	
		Final: 7 days prior to each session date	Session 2	
			Session 3	
	Three in-person, day-long learning	Date of session; first session prior to June	Session 1	

	sessions for participating communities, including preparatory meetings and debrief meetings with design team	30, 2016	Session 2	
			Session 3	
	Three summary reports evaluating learning sessions	Within 15 days of session	Session 1	
			Session 2	
			Session 3	

	Task 4: Design and Facilitate Peer-to-Peer Web-Based Distance Learning Events: \$21,000 (Minimum of 1 kick-off event and 3 web-based learning events)		
	One kick-off web event to orient participating communities	<u>Within 30 days of contract execution</u>	
	Agendas for each web-based learning event (draft and final)	<u>Draft</u> : 30 days prior to each event date <u>Final</u> : 20 days prior to each event date	Event 1 Event 2 Event 3
	Complete materials set for each web-based learning event (draft and final)	<u>Draft</u> : 10 days prior to each event date <u>Final</u> : 5 days prior to each event date	Event 1 Event 2 Event 3
	At least three web-based learning events	Date of event	Event 1 Event 2 Event 3
	Summary reports evaluating each web-based learning event	Within 15 days of event	Event 1 Event 2 Event 3

	Task 5: Provide Community Facilitation for Each Participating Community Team: \$70,000		
	Summary of key goals and objectives, and high-level timeline and reporting mechanisms to track progress for each participating community	July 15, 2016	
	Provide community facilitation services	Ongoing	
	Monthly reports to the State on facilitation activities and community progress	Monthly	

<i>Task 6: Develop a Final Report: \$24,000</i>			
Final report (draft and final)	<u>Draft: 45 days prior to contract end date</u> <u>Final: 7 days prior to contract end date</u>		
Final high-level curriculum	<u>7 days prior to contract end date</u>		
<i>Task 7: Ongoing Reporting: \$5,000</i>			
Monthly progress reports (submitted with invoices)	Monthly		
		INVOICE TOTAL	

Remittance Address:

Bill to Address:
 Natalie Elvidge
 Department of Vermont Health Access (DVHA)
 NOB 1 South, 280 State Drive
 Waterbury, VT 05671
Natalie.Elvidge@vermont.gov

DVHA BO USE: *INVOICE PAYMENTS ARE NET30 TERMS, UNLESS STATED OTHERWISE

APPENDIX I

Department of Vermont Health Access Financial Report Form

Subrecipient Name:	Grant/Contract Number: #31145					
Grantee's/Contractor's Contact Person:	Reporting Period:					
Grantee's/Contractor's Email Address:	Reporting Period:					
	TOTAL GRANT BUDGET	Apr-16	May-16	Jun-16	TOTAL EXPENDITURE S TO DATE	BALANCE SFY16
Task 1: Conduct Needs Assessment with Selected Participants: \$5,000	\$5,000	\$ -	\$ -	\$ -	\$ -	\$ 5,000.00
Assessment tool	\$2,000					\$ 2,000.00
Assessment implementation	\$750					\$ 750.00
Assessment results and summary report	\$2,250					\$ 2,250.00
Task 2: Develop ACH Peer Learning Laboratory Plan and Curriculum	\$5,000	\$ -	\$ -	\$ -	\$ -	\$ 5,000.00
High-level curriculum plan	\$4,000					\$ 4,000.00
Populated web-based peer learning platform	\$1,000					\$ 1,000.00
Task 3: Design and Facilitate Three Peer-to-Peer In-Person Learning Sessions: \$81,000	\$27,000	\$ -	\$ -	\$ -	\$ -	\$ 27,000.00
Three peer-to-peer in-person learning session agendas (draft and final) (\$3,000/ea)	\$3,000					\$ 3,000.00
Three complete sets of peer-to-peer in-person learning session materials (draft and final) (\$500/ea)	\$500					\$ 500.00
Three in-person, day-long learning sessions for participating communities, including preparatory meetings and debrief meetings with design team (\$22,000/ea)	\$22,000					\$ 22,000.00
Three summary reports evaluating learning sessions (\$1,500/ea)	\$1,500					\$ 1,500.00
Task 4: Design and Facilitate Peer-to-Peer Web-Based Distance Learning Events: \$21,000	\$1,500	\$ -	\$ -	\$ -	\$ -	\$ 1,500.00
One kick-off web event to orient participating communities	\$1,500					\$ 1,500.00
Agendas for each web-based learning event (draft and final) (\$1,500/ea)	\$0					\$ -
Complete materials set for each web-based learning event (draft and final) (\$500/ea)	\$0					\$ -
At least three web-based learning events (\$3,000/ea)	\$0					\$ -
Summary reports evaluating each web-based learning event (\$500/ea)	\$0					\$ -
Task 5: Provide Community Facilitation for Each Participating Community Team: \$70,000	\$10,000	\$ -	\$ -	\$ -	\$ -	\$ 10,000.00
Summary of key goals and objectives, and high-level timeline and reporting mechanisms to track progress for each participating community	\$0					\$ -
Provide community facilitation services	\$9,100.00					\$ 9,100.00
Monthly reports to the State on facilitation activities and community progress (\$300/month)	\$900.00					\$ 900.00
Task 6: Develop a Final Report: \$23,000	\$0	\$ -	\$ -	\$ -	\$ -	\$ -
Final report (draft and final)	\$0					\$ -
Final high-level curriculum	\$ -					\$ -
Task 7: Ongoing Reporting: \$5,000	\$1,500	\$ -	\$ -	\$ -	\$ -	\$ 1,500.00
Final report (draft and final)	\$1,500					\$ 1,500.00
TOTAL GRANT AMOUNT/MONTHLY TOTALS	\$50,000	\$ -	\$ -	\$ -	\$ -	\$ -

STATE OF VERMONT, CONTRACT FOR PERSONAL SERVICES
 DEPARTMENT OF VERMONT HEALTH ACCESS
 PUBLIC HEALTH INSTITUTE

CONTRACT #31145

	TOTAL GRANT BUDGET	Jul-16	Aug-16	Sep-16	Oct-16	Nov-16	Dec-16	Jan-17	TOTAL EXPENDITURE \$ TO DATE	BALANCE SFY16
Task 1: Conduct Needs Assessment with Selected Participants: \$5,000		\$0	\$	\$	\$	\$	\$	\$	\$	\$
-Assessment tool	\$0								\$	\$
-Assessment implementation	\$0								\$	\$
-Assessment results and summary report	\$0								\$	\$
Task 2: Develop ACH Peer Learning Laboratory Plan and Curriculum	\$0	\$	\$	\$	\$	\$	\$	\$	\$	\$
High-level curriculum plan	\$0								\$	\$
Populated web-based peer learning platform	\$0								\$	\$
Task 3: Design and Facilitate Three Peer-to-Peer In-Person Learning Sessions: \$81,000	\$81,000	\$	\$	\$	\$	\$	\$	\$	\$	\$4,000.00
Three peer-to-peer in-person learning session agendas (draft and final) (\$3,000/ea)	\$6,000								\$	\$ 6,000.00
Three complete sets of peer-to-peer in-person learning session materials (draft and final) (\$500 ea)	\$1,000								\$	\$ 1,000.00
Three in-person, day-long learning sessions for participating communities, including preparatory meetings and debrief meetings with design team (\$22,000/ea)	\$44,000								\$	\$ 44,000.00
Three summary reports evaluating learning sessions (\$1,500/ea)	\$3,000								\$	\$ 3,000.00
Task 4: Design and Facilitate Peer-to-Peer Web-Based Distance Learning Events: \$21,000	\$21,000	\$	\$	\$	\$	\$	\$	\$	\$	\$ 19,500.00
One kick-off web event to orient participating communities	\$0								\$	\$
Agendas for each web-based learning event (draft and final) (\$1,500/ea)	\$4,500								\$	\$ 4,500.00
Complete materials set for each web-based learning event (draft and final) (\$500/ea)	\$1,500								\$	\$ 1,500.00
At least three web-based learning events (\$3,000/ea)	\$9,000								\$	\$ 9,000.00
Summary reports evaluating each web-based learning event (\$500/ea)	\$4,500								\$	\$ 4,500.00
Task 5: Provide Community Facilitation for Each Participating Community Team: \$70,000	\$70,000	\$	\$	\$	\$	\$	\$	\$	\$	\$ 60,000.00
Summary of key goals and objectives, and high-level timeline and reporting mechanisms to track progress for each participating community	\$2,000								\$	\$ 2,000.00
Provide community facilitation services	\$5,900.00								\$	\$ 55,900.00
Monthly reports to the State on facilitation activities and community progress (\$300/month)	\$2,100.00								\$	\$ 2,100.00
Task 6: Develop a Final Report: \$13,000	\$13,000	\$	\$	\$	\$	\$	\$	\$	\$	\$ 13,000.00
Final report (draft and final)	\$17,000								\$	\$ 17,000.00
Final high-level curriculum	\$6,000.00								\$	\$ 6,000.00
Task 7: Ongoing Reporting: \$5,000	\$5,000	\$	\$	\$	\$	\$	\$	\$	\$	\$ 3,500.00
Final report (draft and final)	\$3,500								\$	\$ 3,500.00
TOTAL GRANT AMOUNT/MONTHLY TOTALS	\$160,000	\$	\$	\$	\$	\$	\$	\$	\$	\$ 160,000.00

SIGNATURE OF AUTHORIZING OFFICIAL:

(b) This insurance does not apply to "bodily injury" or "property damage" arising out of the sole negligence of such person or organization;

(4) Permits issued by any state or political subdivision with respect to operations performed by you or on your behalf, subject to the following additional provision:

This insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of operations performed for the state or municipality.

c. The insurance with respect to any architect, engineer, or surveyor added as an insured by this endorsement does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

- (1) The preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; and
- (2) Supervisory, inspection or engineering services.

d. This insurance does not apply to "bodily injury" or "property damage" included within the "products-completed operations hazard".

A person's or organization's status as an insured under this endorsement ends when your operations for that insured are completed.

No coverage will be provided if, in the absence of this endorsement, no liability would be imposed by law on you. Coverage shall be limited to the extent of your negligence or fault according to the applicable principles of comparative fault.

NON-OWNED WATERCRAFT AND NON-OWNED AIRCRAFT LIABILITY

Exclusion g. of COVERAGE A (Section I) is replaced by the following:

g. "Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
 - (a) Less than 52 feet long; and
 - (b) Not being used to carry persons or property for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or
- (5) "Bodily injury" or "property damage" arising out of:
 - (a) the operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged; or
 - (b) the operation of any of the machinery or equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment".
- (6) An aircraft you do not own provided it is not operated by any insured.

TENANTS' PROPERTY DAMAGE LIABILITY

When a Damage To Premises Rented To You Limit is shown in the Declarations, Exclusion j. of Coverage A, Section I is replaced by the following:

j. Damage To Property

"Property damage" to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or

EXTENDED DEFINITION OF BODILY INJURY

Paragraph 3. of DEFINITIONS (Section V) is replaced by the following:

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish or death resulting from any of these at any time.

TRANSFER OF RIGHTS OF RECOVERY

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

We waive any rights of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to a person or organization for whom you are required by written contract, agreement or permit to waive these rights of recovery.

AGGREGATE LIMITS OF INSURANCE — PER LOCATION

For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under COVERAGE A (Section I), and for all medical expenses caused by accidents under COVERAGE C (Section I), which can be attributed only to operations at a single "location":

Paragraphs 2.a. and 2.b. of Limits of Insurance (Section III) apply separately to each of your "locations" owned by or rented to you.

"Location" means premises involving the same or connecting lots, or premises whose connection is

interrupted only by a street, roadway, waterway, or right-of-way of a railroad.

INCREASED MEDICAL EXPENSE LIMIT

The Medical Expense Limit is amended to \$10,000.

KNOWLEDGE OF OCCURRENCE

The following is added to Paragraph 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit of COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

Knowledge of an "occurrence", claim or "suit" by your agent, servant or employee shall not in itself constitute knowledge of the named insured unless an officer of the named insured has received such notice from the agent, servant or employee.

UNINTENTIONAL FAILURE TO DISCLOSE ALL HAZARDS

The following is added to Paragraph 6. Representations of COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

LIBERALIZATION CLAUSE

The following paragraph is added to COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

10. If a revision to this Coverage Part, which would provide more coverage with no additional premium, becomes effective during the policy period in the state shown in the Declarations, your policy will automatically provide this additional coverage on the effective date of the revision.