STATE OF VERMONT GRANT AGREEMENT — Part 1-Grant Award Detail

SECTION I - GENERAL GRANT INFORMATION

1 Grant #: 03410-1520-16 | 2 Original [X] | Amendment # [ ]

3 Grant Title: Administer the Blueprint for Health in the Addison County Health Service Area

4 Amount Previously Awarded: $0.00 | 5 Amount Awarded This Action: $209,000.00 | 6 Total Award Amount: $209,000.00

7 Award Start Date: 10/01/2015 | 8 Award End Date: 09/30/2016 | 9 Subrecipient Award: YES [ ] NO [ ]

10 Vendor #: 42494 | 11 Grantee Name: Porter Hospital, Inc

12 Grantee Address: 115 Porter Drive

13 City: Middlebury | 14 State: VT | 15 Zip Code: 05753

16 State Granting Agency: Department of Vermont Health Access | 17 Business Unit: 03410

18 Performance Measures: YES [X] NO [ ] | 19 Match/In-Kind: | Description:

20 *If this action is an amendment, the following is amended:*
Amount: [ ] Funding Allocation: [ ] Performance Period: [ ] Scope of Work: [ ] Other: [ ]

SECTION II - SUBRECIPIENT AWARD INFORMATION

21 Grantee DUNS #: 619786353 | 22 Indirect Rate: 10.00 % (Approved rate or de minimis 10%) | 23 FFATA: YES [ ] NO [ ]

24 Grantee Fiscal Year End Month (MM format): 9 | 25 R&D: [ ]

26 DUNS Registered Name *(if different than VISION Vendor Name in Box 11)*:

SECTION III - FUNDING ALLOCATION

STATE FUNDS

Fund Type	27 Awarded Previously	28 Award This Action	29 Cumulative Award	30 Special & Other Fund Descriptions
General Fund			$0.00	
Special Fund			$0.00	
Global Commitment (non-subrecipient funds)		$209,000.00	$209,000.00	
Other State Funds			$0.00	

FEDERAL FUNDS *(includes subrecipient Global Commitment funds)*

31 CFDA#	32 Program Title	33 Awarded Previously	34 Award This Action	35 Cumulative Award	36 FAIN	37 Fed Award Date	38 Total Federal Award
				$0.00			
39 Federal Awarding Agency:			40 Federal Award Project Descr:				
				$0.00			
Federal Awarding Agency:			Federal Award Project Descr:				
				$0.00			
Federal Awarding Agency:			Federal Award Project Descr:				
				$0.00			
Federal Awarding Agency:			Federal Award Project Descr:				
				$0.00			
Federal Awarding Agency:			Federal Award Project Descr:				
Total Awarded - All Funds		$0.00	$209,000.00	$209,000.00			

Required Federal Award Information

SECTION IV - CONTACT INFORMATION

41 STATE GRANTING AGENCY	42 GRANTEE
NAME: Jenney Samuelson	NAME: Lynn Bogg
TITLE: Blueprint Assistant Director	TITLE: CEO
PHONE: (802) 654-8929	PHONE: (802) 338-4701
EMAIL: Jenney.Samuelson@vermont.gov	EMAIL:

1. **Parties:** This is an agreement for services between the State of Vermont, Department of Vermont Health Access (hereafter called "State"), and Porter Hospital, Inc with a principal place of business at Middlebury, Vermont (hereafter called "Contractor"). 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 Procurement Grant Agreement is to administer the Blueprint for Health in the Addison County Health Service Area. Detailed services to be provided by the Contractor are described in Attachment A.

3. **Award Details:** Amounts, dates and other award details are as shown in the attached *Grant Agreement Part 1-Grant Award Detail*. A detailed scope of work covered by this award is described in Attachment A.

4. **Maximum Amount:** In consideration of services to be performed by the Contractor, the State agrees to pay the Contractor, in accordance with the payment provisions specified in Attachment B, a sum not to exceed **$209,000** (total maximum of agreement).

   Payments for the period of October 1, 2015 through June 30, 2016 shall not to exceed **$156,850.00**.

   Payments for the period of July 1, 2016 through September 30, 2016 shall not to exceed **$52,150.00**.

5. **Agreement Term:** The effective date of this agreement shall be October 1, 2015 and end on September 30, 2016.

6. **Source of Funds:** State GC $209,000 Federal $
   Other

7. **Amendment:** No changes, modifications, or amendments in the terms and conditions of this procurement grant shall be effective unless reduced to writing, numbered, and signed by the duly authorized representative of the State and Contractor.

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

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

	State Fiscal Manager	Blueprint Assistant Director/Program Manager	For the Contractor
Name:	Natalie Elvidge	Jenney Samuelson	Susan Bruce
Phone #:	802-879-7956	802-654-8929	802-382-3406
E-mail:	Natalie.Elvidge@vermont.gov	Jenney.Samuelson@vermont.gov	sbruce@portermedical.org

NOTICES TO THE PARTIES UNDER THIS AGREEMENT

To the extent notices are made under this agreement, the parties agree that such notices shall only be effective if sent to the following persons as representative of the parties:

	STATE REPRESENTATIVE	CONTRACTOR/GRANTEE
Name	Office of General Counsel	Susan Bruce
Address	312 Hurricane Lane, Suite 201 Williston, VT 05495	115 Porter Drive Middlebury, VT 05753
Email	Howard.Pallotta@vermont.gov	sbruce@portermedical.org

The parties agree that 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.

DVHA MONITORING OF CONTRACT

The parties agree that the DVHA official State Program Manager is primarily responsible for the review of invoices presented by the Contractor.

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

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

    Natalie Elvidge
    Department of Vermont Health Access
    312 Hurricane Lane, Suite 201
    Williston, VT 05495
    Natalie.Elvidge@vermont.gov

    Beth Tanzman
    Blueprint Assistant Director
    Department of Vermont Health Access
    312 Hurricane Lane, Suite 201
    Williston, Vermont 05495
    Beth.Tanzman@vermont.gov

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

12. **Attachments:** This Agreement consists of 55 pages including the following attachments which are incorporated herein:

    Attachment A – Scope of Work to be Performed
    Attachment B – Payment Provisions
    Attachment C – Customary State Contract and Grant Provisions
    Attachment D – Modifications of Insurance
    Attachment E – Business Associate Agreement
    Attachment F – AHS Customary Grant Provisions

Appendix I – Required Forms

Order of precedence of these documents shall be as follows:

1. Attachment D – Modifications of Insurance
2. Attachment C – Customary State Contract and Grant Provisions
3. Attachment A – Specifications of Work to be Performed
4. Attachment B – Payment Provisions
5. Attachment E – Business Associate Agreement
6. Attachment F – AHS Customary Grant Provisions
7. Appendix I – Required Forms

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

BY THE STATE OF VERMONT:

E-SIGNED by Steven Costantino on 2015-10-15 13:41:41 GMT October 15, 2015

STEVEN COSTANTINO, COMMISSIONER DATE

AHS/DVHA
312 Hurricane Lane, Suite 201
Williston, VT 05495-2087
Phone: 802-879-5901
Email: Steven.Costantino@vermont.gov

BY THE CONTRACTOR:

E-SIGNED by Lynn Boggs on 2015-10-15 12:54:22 GMT October 15, 2015

LYNN BOGG, CEO DATE

PORTER HOSPITAL, INC
115 Porter Drive
Middlebury, VT 05753
Phone: 802-338-4701

ATTACHMENT A

SCOPE OF WORK TO BE PERFORMED

I. Overview of Work to be Performed

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

A. Project Management
- A.1. Hiring and Staffing
- A.2. State Meetings
- A.3. Unified Community Collaboratives
- A.4. Community Health Team (CHT) Staffing and Design
- A.5. Extended and Functional CHT Integration
- A.6. Practice Outreach and Communication
- A.7. Unified Performance Reporting and Data Utility
- A.8. Payment Processes
- A.9. Program Evaluation Participation

B. Blueprint Sponsored Self-Management Programs
C. Quality Improvement (QI) Facilitation
D. Training, Travel, and Flexible Funding
E. Reporting Requirements

II. Scope of Work and Performance Expectations

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

A. Project Management

A.1. Hiring and Staffing

The Contractor will hire and dedicate 1.0 full-time equivalent(s) to oversee Blueprint implementation in the local HSA project management activities. The project management staffing plan (résumés and statement of full-time equivalent level of effort) will be updated and submitted to the State in writing by the Contractor by October 15, 2015 and within 15 days of any changes.

The Contractor shall identify a primary Project Manager. In the event of a Project Manager vacancy, the Contractor shall involve the State in the résumé review, interviewing, and hiring process for a new Project Manager, including forwarding all résumés submitted for the position to the State's Blueprint Assistant Director assigned to the HSA. The Contractor shall seek to fill the position within 30 days and shall put forward a contingency plan for covering project management responsibilities in the interim, subject to the approval of the State's Blueprint Assistant Director. While the State agrees to abide by the organizational hiring policies of the Contractor, the Blueprint Assistant Director will make recommendations to the Contractor during the interviewing process and reserves the right to refuse the hiring of a Project Manager.

The Project Manager shall be the primary local contact responsible for overseeing all programmatic and administrative components of the agreement.

<u>Agreement Deliverables</u>

I. Identified primary Project Manager with organizational support to meet all the obligations and responsibilities found within this agreement

II. Project Management Staffing Plan (by 10/15/15)

III. Dedicate at least one (1.0) FTE (defined as 40 hours/week) to the State's Blueprint project management activities. Should a project management vacancy occur during the agreement term, the Contractor will seek to fill the vacancy within 30 days and shall develop a contingency plan in consultation with the State's Blueprint Assistant Director to ensure that project management responsibilities are fulfilled in the interim.

A.2. State Meetings

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

- Project Manager meetings
- Expansion Design and Evaluation Committee meetings (often combined with Executive Committee meetings)
- Payment Implementation Work Group meetings
- Information Technology meetings
- The Blueprint Annual and Semi-Annual Conferences (usually held in April and October)

The Blueprint Project Manager shall meet regularly with the State's Blueprint Assistant Director. These meetings shall occur either in person or via telephone call according to a frequency set by the Assistant Director and at least once per month.

The Project Manager shall prepare an agenda and maintain a log of action items and progress from these regular check-in meetings. The Assistant Director may also request updates on specific activities within the HSA either in advance of or during the check-in meetings.

Agreement Deliverables

IV. Project Manager or designee attendance in person at all Blueprint program statewide activities and meetings

V. Project Manager engagement with Assistant Director via regular meetings (at least monthly), including preparation of agenda and log of action items and progress

A.3. Unified Community Collaboratives

Local implementation of the State's Blueprint for Health requires the participation of a wide array of community partners and stakeholders to:

- Operate community health team(s) (CHTs)
- Coordinate health information technology connectivity
- Support the development of a learning health system
- Participate in regional accountable care organization (ACO) planning and other health reform activities

The Contractor shall work directly with ACO(s) within the HSA to facilitate the formation and maintenance of a Unified Community Collaborative (UCC) to align quality improvement initiatives and care coordination activities, to strengthen Vermont's community health infrastructure, and to help the ACO provider networks within each community meet their organizational goals.

The UCCs shall promote the cohesive integration of health and human services addressing both the medical and non-medical needs that impact measurement results and outcomes, including social, economic, and behavioral factors.

The UCC structure, with administrative support locally from the Blueprint and the ACOs, will result in more effective health services as measured by:

- Improved results for priority measures of quality
- Improved results for priority measures of health status
- Improved patterns of services utilization (preventive services, unnecessary care)
- Improved access and patient experience of care

The UCC structure includes three (3) basic elements:

(1) Leadership Team (Governance)

A leadership team should be established in each community to guide the work of the UCC, including:

- Developing a plan for their local UCC
- Inviting the larger group of UCC participants in the local service area (including consumers)
- Setting agendas and convening regular UCC meetings (not less than quarterly)
- Soliciting structured input from the larger group of UCC participants
- Making final decisions related to UCC activities (consensus, vote as necessary)
- Establishing UCC workgroups to drive planning and implementation as needed
- Guiding resource allocation

As a voting body, the leadership team should be formally structured to balance the interests and influence of the community and should thus include representation from area ACO provider networks and local medical, social, and long-term services providers. Specifically, the UCC leadership team in each HSA should consist of up to 11 representatives based on the following structure:

- One (1) local clinical lead or designee from each of the ACO provider networks (OneCare, CHAC, and HealthFirst) with a presence in the HSA
- One (1) local representative from each of the following provider types that serves the HSA:
  - VNA/Home Health
  - Designated Agency
  - Designated Regional Housing Authority (or Organization)
  - Area Agency on Aging
  - Pediatric Provider
- Additional representatives selected by local leadership team (up to a recommended total of 11)

The UCC leadership team holds decision making responsibility for community initiatives and priorities, which could include allocation of resources and funding for CHT staffing, especially any new funding approved by the legislature. In order to be an effective agent for cohesive regional health systems, UCC leadership teams should:

- Demonstrate the capability to engage a range of providers in sustained collaborative activity (medical, social, and long-term support providers)
- Demonstrate the capability to lead quality and coordination initiatives
- Demonstrate the ability to organize initiatives that tie to overall healthcare reform goals, such as core measures

(2) Forum for community-wide services planning and development

This forum allows for regular interactions with advisors and community partners to determine health and human services available locally for the population and to better coordinate those services. This element of the UCC provides the infrastructure for a coordinated effort to identify those at risk in the community, to assess the factors that limit effective management, and to organize community team approaches to prevention with a focus on the greatest opportunities for improving outcomes.

Partners invited to participate in the community-wide services planning and development UCC forum may include, but are not limited to:

- All willing area primary care practices
- Hospital administrators and staff
- Clinical and IT leadership
- Providers from community service organizations
- Area mental health and substance abuse providers
- Public health leadership from Vermont Department of Health (VDH) local district offices
- Agency of Human Services (AHS) field services director and leaders of local AHS initiatives, such as:
    - Children's Integrated Services (CIS)
    - Integrated Family Services (IFS)
    - Adult Local Interagency Team (LIT)
- Skilled nursing facility representatives
- Consumer/patient representatives
- Vermont Chronic Care Initiative (VCCI) coordinators
- Housing organizations
- Support and Services at Home (SASH) staff
- Representatives from ACOs

(3) Local Quality Improvement Projects

The UCCs provide a structure within which medical, social, and long-term service providers can organize how best to work together to achieve the stated goals, including:

- Use of comparative data and stakeholder input to identify priorities and opportunities for improvement
- Development and adoption of plans for improving the quality of health services and access to those services, as well as coordination of care across service sectors
- Development and adoption of plans for implementation of new service models and improving patterns of utilization, including:
    - Increasing recommended and preventive services
    - Reducing unnecessary utilization and preventable acute care (variation)
- Working collaboratively with participants to implement adopted plans and strategies, including providing guidance for medical home and community health team operations

As projects are selected, workgroups and work teams that comprise a smaller subset of the UCC planning and development forum may be formed as makes sense to achieve the identified goals of the UCC.

Agreement Deliverables

VI. Demonstration of formation of UCC leadership team

VII. Demonstration of quality improvement projects

A.4. Blueprint Community Health Team (CHT) Team Staffing and Design

CHT Design Plan

In consultation with the UCC advisors, community partners, and participating practices, the Blueprint Project Manager shall continue to update the CHT staffing design and shall submit the plan to the State's Blueprint Assistant Director upon expansion and after that either on request by the Assistant Director or prior to changes in the design. The plan should include

- CHT staff, including roles, credentials, and FTEs
- Function of the CHT
- Detailed budget comprised of any administrative, operational, personnel costs, and investments in kind

The CHT plan shall be made available to participants in the UCC forums and community partners.

CHT Staffing

The Contractor shall have primary oversight for the CHT staffing plan. The CHT refers to the staff supported by the Blueprint insurer payments.

The Contractor shall hire or subcontract for CHT staff based on the CHT staffing plan and shall ensure that job descriptions, roles, and responsibilities are in alignment with the work of the Blueprint, which includes improving the health of the region's population, reducing unnecessary healthcare expenditures, and improving the patient's experience of care. The organizations served by the CHT must participate in and approve of the CHT staffing.

Recruitment and hiring of CHT staff should occur according to timeframes that provide for staffing increases when Blueprint payer CHT funding increases.

CHT Budget

The Contractor shall maintain an active budget for CHT staffing and operations, including the ratio and actual expenses of clinical time to administrative cost, and shall share this budget via the UCC forums to obtain community agreement on the CHT staffing plan and the intended allocation of available resources and funding. This budget shall be provided to the State's Blueprint Assistant Director and shall be available to the UCC. The Blueprint Project Manager shall have primary oversight and responsibility for the timely entry of CHT staffing data in the Blueprint Provider Directory as required by the State.

CHT Functions

Since CHT staff are funded through payments from Vermont's major public and commercial payers as a multi-insurer payment reform effort, these multi-disciplinary teams provide services for the entire population

that are not normally covered by fee-for-service insurance payments to providers, including, but not limited to:

- Panel management and outreach
- Care coordination and connection to social support services
- Education about nutrition, health conditions, and healthy lifestyle
- Care management
- Assessments for a range of health, mental health, and substance use conditions
- Brief interventions, including motivational interviewing, self-management support, and counseling
- Health coaching and education on behavioral health support for lifestyle changes

These services are provided barrier-free with no co-pays.

Organizational Support for CHT and Service Layers

The Contractor shall provide organizational support for the operations of the CHTs, including ongoing mentoring and supervision of team members and the CHT Leader. The CHT Leader shall be responsible for the day-to-day supervision of CHT staff members.

The Contractor shall also work collaboratively with the Blueprint Project Manager and the State's Blueprint Assistant Directors to prepare and launch new initiatives and service layers as they arise. The Blueprint Project Manager shall coordinate recruitment and hiring or subcontracting of those resources according to State direction. Recruitment and hiring of these staff should occur according to timeframes that provide for staffing increases when Blueprint payer funding increases.

MAT Staffing

For the Medication Assisted Treatment (MAT) initiative, also known as the "Hub & Spoke" program, the Blueprint Project Manager shall coordinate recruitment and hiring or subcontracting of 1.0 FTE nurse and 1.0 FTE licensed substance abuse / mental health counselor per 100 Medicaid beneficiaries (in increments of 25 beneficiaries and .25 FTEs respectively) receiving buprenorphine prescribed by physicians within the HSA. In addition, the Blueprint Project Manager shall coordinate the deployment of this staff to area MAT practices and the documentation of Health Home measures and services in the clinical records of participating providers.

Agreement Deliverables

VIII. Project Manager oversees CHT design and staffing plan as evaluated and approved by the UCC leadership team and assists with recruitment and hiring or subcontracting of CHT and MAT staff and any staff funded through an additional service layer initiative.

IX. Project Manager submits CHT staffing plan to Assistant Director upon expansion and after that either on request by the Assistant Director or prior to changes in the design.

X. Documentation of timely hiring of additional CHT staff in the Blueprint Provider Directory to coincide with payer funding increases (within 60 days or sooner of a funding increase)

A.5. CHT Integration

The Contractor shall ensure coordination of services and activities and collaboration between the CHT staff (supported by the multi-insurer payments) and additional service layers and care managers for targeted populations, such as:

- Medication Assisted Treatment (MAT) nurses and addiction mental health counselors for office-based treatment of opioid addiction (supported by Medicaid payments through the CHT funding mechanism and staffed by the Contractor with support from the Blueprint Project Manager, either as direct hires or through subcontracting agreements)
- Support and Services at Home (SASH) nurses and care coordinators for Medicare beneficiaries living in congregate housing or in the community for assistance with aging safely at home
- Vermont Chronic Care Initiative (VCCI) nurse case managers for intensive, short-term treatment of the top 5% of high-utilizing Medicaid patients
- Commercial payer case managers

The Project Manager shall document:

- Respective roles of the Core CHT and other care management providers
- Clear referral protocols and methods of communication between area care management programs
- Well-coordinated and non-duplicative services for participants

CHT integration should involve:

- Identification of case managers in the HSA for different populations of patients
- Determination of lead care coordinator for shared patients
- Joint care plans and agreements for managing shared patients
- Reciprocal referral protocols and methods of communication
- Mechanisms for risk stratification and algorithms for determining which care managers will provide the care for which patient populations at what level of acuity

Agreement Deliverables

XIII. Contractor actively involves local health and human services providers in UCC forums

XIV. Contractor ensures collaboration of care coordinators and case managers within the HSA to reduce duplication of services, ensure smooth transitions of care, and increase patient satisfaction and demonstrates this collaboration through documentation, including:

- Minutes from meetings of the UCC forums
- Job descriptions for the lead care coordinator and care team members, including roles and responsibilities
- Documentation of referral and communication protocols
- Criteria for identifying lead care coordinator for shared patients
- Shared care plans across organizations

A.6. Practice Outreach and Communication

The Blueprint Project Manager shall be in contact with all area primary care (internal medicine, family practice, pediatric, and naturopath) and substance abuse practices in order to introduce the Blueprint for

Health and encourage their participation in the program and area learning health system activities. In collaboration with the Blueprint QI Facilitators, the Contractor will help willing practices engage in the processes for achieving National Committee for Quality Assurance (NCQA) Patient-Centered Medical Home (PCMH) recognition, integrating CHT staff into practice workflows, and joining the appropriate UCC forums within the HSA.

The Project Manager will monitor the status of each primary care practice throughout these activities and report any barriers to success to the State's Blueprint Assistant Director as they arise.

Additional supports available to the practices include QI facilitation for assistance with NCQA-PCMH scoring activities and continuous quality improvement, data quality initiative project leaders, and Vermont Information Technology Leaders (VITL) staff for establishing practice EHR interface connectivity to the Vermont Health Information Exchange (VHIE) and associated data repositories designated by the State.

The Blueprint Project Manager shall facilitate collaboration between the practices and area Blueprint QI Facilitators and ACO provider networks to promote quality improvement, including participation in the UCC forum(s) and associated quality improvement projects, learning collaboratives, training events, and other mechanisms to ensure innovation between practices.

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

- Providing access to relevant data reports and interpretation of these reports, such as Blueprint practice and HSA profiles, Emergency Department (ED) use, inpatient admissions, data on trends in hospital readmission rates, population outreach reports, access to lists of patients for each practice, ACO reports, and other relevant patient data

- Promoting quality improvement projects between practices, specialists, hospitals, and community organizations based on core clinical measures, data reports, and priorities identified by the UCC forums (at least one UCC-identified QI project required for payment per practice per agreement year)

- Integration of CHT staff into primary care workflow

- Providing education on and staff support for empanelment and panel management

- Organizing learning events (using training and flexible funds to support speaker costs)

- Promoting learning health system activities, such as providing logistical support for local meetings of practices and creating innovative opportunities for learning and communication between practices

- Developing and coordinating co-management and referral agreements with practices in the health home neighborhood (integrated community)

The Project Manager shall be in contact with all area practices and programs providing medication assisted treatment for opioid addiction on a regular basis to encourage their participation in the statewide "*Hub & Spoke*" initiative, to coordinate hiring and deployment of MAT staff, and to support quality improvement projects to improve care and patient outcomes. The Project Manager will also collaborate with local leadership to encourage the recruitment of additional providers to offer MAT.

The Project Manager shall be responsible for communicating directly with practices on changes in statewide healthcare reform policies and procedures, especially as they impact practice processes, participation

requirements, involvement in other State or national reform or billing efforts, and Blueprint program payment levels and practice eligibility criteria. The Contractor shall communicate updates received from the State in a timely fashion.

Agreement Deliverables

XV. Contractor will demonstrate outreach and/or progress in including all willing primary care practices (including naturopaths, internal medicine, and pediatric medicine) in the Blueprint. Progress will be measured by the proportion of area practices involved with the Blueprint. Outreach will be measured by evidence of meetings with individual practices to discuss participation in the Blueprint, as documented in updates of primary care practice's progress and practice demographic and staffing information in the Vermont Blueprint Provider Directory (https://blueprintforhealthportal.vermont.gov/)

XVI. Progress toward initial or continued NCQA recognition of participating practices as patient-centered medical homes, including establishing and meeting deliverables on timeline to achieve NCQA recognition

XI. Data sharing between organizations to enhance care coordination, such as sharing reports on patients hospitalized or discharged from the emergency room and ACO reports

XII. Practice participation in UCC forums and in at least one UCC-identified quality improvement project per agreement year

XIII. Documentation of co-management and referral agreements between practices and specialty providers

XX. Outreach and/or progress engaging all providers offering buprenorphine for treatment of opioid addiction in the Hub & Spoke program

A.7. Unified Performance Reporting and Data Utility

In the Contractor's HSA, the Blueprint Project Manager shall coordinate, support, and partner with others in activities that strengthen and grow the utility, quality, and comprehensiveness of data passed into and available for reporting from Vermont's Health Information Technology (HIT) infrastructure. The State's goals are to:

- Engage clinicians in initial and ongoing data quality efforts, including Blueprint Sprint projects, if needed, for both demographic and clinical data entry and maintenance in source electronic health record (EHR) systems.
- Ensure linkage of health records (such as practice EHRs), the State's clinical registry, hospital laboratory feeds, and the Vermont Department of Health (VDH) immunization registry) with the Vermont Health Information Exchange (VHIE) operated by Vermont Information Technology Leaders (VITL)
- Develop an architecture that allows clinicians to use the clinical tracking system of their choice (meaning EHR and/or systems or reports offered by the State) for patient care, care coordination, panel management, and performance reporting
- Populate a central repository with core data elements through usual processes for patient care, such as through interfaces or flat files from the EHR or other databases

- Capture CHT activity, especially patient contacts and date of interactions, in a central repository for activity reporting to insurers and for analysis of staffing ratios

- Use clinical data for Blueprint program evaluation and generation of measures for performance reporting

- Maintain data quality levels on an ongoing basis after completion of initial data quality work (Sprints) and connectivity to the State HIT architecture

In order to generate HSA-level quality payments, each HSA will need to have representative data available to establish a measurement of performance. Data will be aggregated using claims and clinical data generated from the State's all-payer claims database, Vermont Healthcare Claims Uniform Reporting & Evaluation System (VHCURES), the VHIE, and the statewide clinical registry. The Contractor shall perform outreach and education to practices or parent organizations not currently contributing data to the VHIE and the statewide clinical registry participation in Blueprint Sprints (data quality projects) designed to establish demographic (ADT) and clinical (CCD) interfaces to the VHIE and immunization (VXU) interfaces to the VDH immunization registry. The Blueprint, in collaboration with the ACO provider networks in Vermont, uses this data (de-identified) as a source for generating core measures published in the practice and HSA profile reports.

The Blueprint Project Manager shall help organize and support activities to establish clean data transmission from practice EHRs to the VHIE and the State's clinical registry for owned practices and participating community-based practices. These activities, including initial assessment, setting priorities for data remediation or reporting, use of interfaces, and completion of Sprints, will be done in collaboration with VITL, Sprint project leaders, and the State's clinical registry vendor. The Contractor will assist with making connections between area practices and VITL, Blueprint Sprint Project leaders, and Sprint teams to complete these projects in a timely manner.

The Contractor will work with VITL to ensure that the necessary business associate agreements (BAAs) with VITL, the State's clinical registry vendor, and the practices are in place.

The Contractor shall convene meetings as necessary to develop HIT interfaces, including individual practice interfaces with the VHIE and/or practice interfaces directly with the State's clinical registry. For practices that currently report ADT and CCD to the VHIE, assist in organizing strategies to maintain the health and quality of the data through periodic assessments and remediation activities as necessary.

The Blueprint Project Manager shall ensure that all CHT staff funded through Blueprint payments in the HSA track patient encounters, inclusive of at least the patient's first and last name, date of birth, zip code, and the date of the encounter, in a system that allows for reporting on CHT staff activity in a comma-separated file. These reports shall be provided to the State's Blueprint Assistant Director for the HSA upon request. The State may designate a specific system for CHT staff to track encounter data and patient contacts at any point during the agreement year. To ensure coordination of care, CHT staff who are providing services to a patient on behalf of a practice or organization should document activity on that patient in that practice's or organization's clinical record.

Agreement Deliverables

XIV. Progress on practice-level data quality and connectivity projects, evidenced by the number of practices that participate in a data quality initiative (Sprint) and/or connect ADT (demographic) or CCD interfaces to the VHIE and/or VXU (immunization) interfaces to the VDH registry

XV. Evidence that practices have the capacity through their EHR or the State's clinical registry to produce accurate and reliable reports for panel management and quality improvement and who use the system on a regular basis

XVI. Tracking of patient encounters by CHT staff in a system that allows for reporting in a comma-separated file

XVII. Ensure access to local practice clinical records systems for CHT staff to ensure care is coordinated

A.8. Payment Processes

The Blueprint Project Manager shall have primary oversight and responsibility for data collection, data entry, and completion of reports as required for the continuation of multi-insurer funded payments to the Contractor to support CHT staffing and medical home operations within the HSA.

In support of these activities, the Contractor shall provide administrative and fiscal support services to ensure timely and accurate collection of:

- Provider and practice data for payments
- Information for payers regarding CHT staffing and activity and MAT staffing and activity
- General accounting of funds received under this agreement.

The Contractor shall participate in payment-related meetings as requested by the State. Additionally, the Blueprint Project Manager shall be responsible for communicating updates on payment-related processes to practices as they occur based on updates received from the State and for working with practices and parent organizations to identify and escalate questions, concerns, risks, and issues to the State as they arise, then follow up as appropriate.

Enhanced payments under the Blueprint model include:

- Per Person Per Month (PPPM) payments from all participating payers to Blueprint participating practices
- CHT payments from all participating payers to the Contractor to support CHT functions
- CHT payments from DVHA/Medicaid to the Contractor to support the CHT-MAT staff

Detailed information on providers, practices, and CHT administrative entities is required by commercial and public payers in order to implement these enhanced payments. The State provides the Blueprint Provider Directory (https://blueprintforhealthportal.vermont.gov/) to Project Managers as the data collection tool for required information according to the following schedule:

a. Total Unique Patients Reports: Each quarter, the Blueprint Project Manager or designee shall accurately enter and update practice-level patient counts, to determine CHT staffing ratios, prior to the fifteenth (15th) day of the last month of the calendar quarter (March, June, September, and December).

b. Practice Rosters (Practice Summary Reports): Each month, on or about the fifteenth (15th) day of the month, the State shall notify and identify to the Blueprint Project Manager or designee a cohort of those practices which are scheduled to undergo NCQA PCMH scoring approximately 4.5 months in the future. For those identified practices, the Project Manager or designee shall enter and update all practice and provider information within a month, prior to the 15th day of the month following the notification date and identification of the list of practices to the Contractor from the State.

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

The Contractor, via the Blueprint Project Manager or designee, shall report practice changes, such as provider transitions or attrition, to the State and all payers as they occur via the Blueprint Provider Directory.

The State reserves the right to require the Contractor to provide additional payment-related information or to require that the information described in this section be provided according to a different schedule or via an alternate set of data collection tools. Failure to meet deliverables associated with payment processes in a timely manner could lead to a discontinuation of insurer funding for CHT and PCMH operations until such time as the information is collected, updated, and submitted.

Agreement Deliverables

XVIII. Total Unique Patient Reports: Quarterly, the Blueprint Project Manager or designee shall accurately enter and update practice-level patient counts to determine CHT staffing ratios by the fifteenth (15th) day of the last month of the calendar quarter (March, June, September, and December). If the Project Manager is unable to obtain this information from a practice that is not affiliated with the Contractor by the 15th of these months, after making at least three (3) attempts, the Project Manager or designee will notify the Blueprint Assistant Director so that the State can contact the practice.

XIX. Practice Rosters (Practice Summary Reports): Each month, on or about the fifteenth (15th) day of the month, the State shall notify and identify to the Blueprint Project Manager a cohort of those practices which are scheduled to undergo NCQA PCMH scoring approximately 4.5 months in the future. For those identified practices, the Project Manager or designee shall enter and update all practice and provider information within a month, prior to the 15th day of the month following the notification date and identification of the list of practices to the Contractor from the State.

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

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

A.9. Program Evaluation Participation

The Project Manager shall ensure Health Service Area (HSA) participation in Blueprint for Health evaluation activities and complete reports as required by the State and federal partners (for instance, the Centers for Medicare and Medicaid Services).

The Contractor shall provide data as requested by the State for evaluation of the core Blueprint program and any additional service layers (such as the MAT initiative), including, but not limited to, proof of participation in chart reviews, patient experience of care surveys, and focus groups.

The Contractor shall facilitate participation of practices and/or parent organizations in sending demographic and clinical data to the statewide health information exchange (HIE) and connected data repositories as designated by the State. This data shall be used for the purposes of program evaluation to produce results on health outcomes for practice-, community-, and State-level populations of patients.

The Contractor shall provide data as requested to the Center for Medicare and Medicaid Services (CMS) or their designees for evaluation of the MAPCP demonstration. The Contractor shall participate in evaluation-related meetings as requested by the State.

The Contractor shall participate in statewide learning collaboratives upon request, such as the care management care models (CMCM) and office-based opioid treatment (OBOT) collaboratives.

Agreement Deliverables

XXII. Participation in required Blueprint for Health program evaluation activities

B. Blueprint Sponsored Self-Management Programs

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

- Healthier Living Workshop (HLW) – Chronic Disease during the agreement time period (required)
- HLW – Diabetes during the agreement time period
- HLW – Chronic Pain during the agreement time period
- Freshstart Workshops (tobacco cessation) during the agreement time period (required)
- Wellness Recovery and Action Planning (WRAP) Workshops during the agreement time period
- Diabetes Prevention Program Workshops during the agreement time period (required)

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

The Contractor shall:

1. Hire a Regional Coordinator (usually a .5 FTE) to oversee, coordinate, and market self-management programs locally. The State's Blueprint Assistant Director shall be involved in the interviewing and hiring process for this position and shall have final approval of the hiring decision. Regional Coordinators shall meet with the State or its designee monthly to provide status updates on local programs and to receive coaching.
2. Report by phone or in-person progress on self-management program implementation to the State or its designee monthly or more frequently as needed.

3. Oversee local planning, participant recruitment, implementation, and evaluation of the community-based self-management programs. Recruitment should include working with local agencies and partners, such as SASH, VDH district offices, Area Agencies on Aging (AAAs), designated mental health and substance abuse treatment agencies, ACOs, and local employers; panel management in primary care practices; and general marketing.
4. Support requests from the community to offer workshops in diverse locations included including but not limited to employer work sites, designated Designated aAgency offices, Designated Regional Housing Office (DRHO) housing facilities.
5. Ensure that all workshops will be led by certified leaders as specified by the State. The Contractor shall ensure the retention of certified course leaders to lead the workshops. The Contractor shall ensure that the Regional Coordinator reviews workshop evaluations with every leader or leader pair following each workshop and makes a plan for improvements.
6. Ensure that interpreter services from appropriately credentialed interpreters are available to workshop participants upon request.
7. Provide registrant and participant data in a format specified by the State for each workshop. The Contractor shall complete and submit all data and paperwork for self-management programs as specified and required by the State prior to completer payments being issued.

Agreement Deliverables

XXIII. The Contractor shall offer at least 10 workshops per year. The State shall not count a workshop as offered unless the Contractor can provide proof of enrollment of the minimum number of registrants required for the specified workshop type as of the start date.

XXIV. The Contractor shall complete and submit all data and paperwork for self-management programs as specified and required by the State prior to completer payments being issued.

C. Quality Improvement (QI) Facilitation

Following recruitment, interviewing, and subsequent approval by the State's Blueprint Assistant Director, the Contractor may hire a local QI facilitator. The State's Blueprint leadership must interview and approve all hired facilitators.

The Contractor will employ a QI Facilitator (1.0 FTE) to coach approximately 8 to 10 primary care and/or specialty care practices; the specific number of practices will be determined by the needs of the practices and discussion between the State and the Contractor. Work will be tailored to help each practice succeed in:

- Implementing and managing quality improvement initiatives (including NCQA-PCMH recognition and UCC quality projects)
- Using Blueprint practice and HSA profiles and ACO data to improve care
- Effective use of information technology (IT) systems, such as registries and portals, to improve patient care
- Redefining roles and establishing team-based care
- Seamlessly connecting with community resources and specialty referrals, such as with the CHT

The QI facilitator shall meet with each practice on a regular basis as negotiated with the practice and as approved by the State.

The Contractor shall ensure that QI facilitation work includes:

1. Assisting practices with forming a functional multi-disciplinary quality improvement team.
2. Ensuring leadership involvement and communication.

3. Encouraging/fostering practice ownership and support for Continuous Quality Improvement to improve patient-centered care.
4. Initiating work with the practice team to incorporate a Model for Improvement (such as the PDSA [Plan-Do-Study-Act] cycle) into daily practice to improve care and measure change.
5. Ensuring that practices develop an action plan to prepare for or maintain NCQA recognition as outlined in the Scoring Timeline by the State.
6. Supporting specialty practices to meet NCQA specialty practice recognition standards for the MAT initiative.
7. Supporting practice teams in the implementation of PDSA cycles, including use of Blueprint practice and HSA profiles and ACO data, shared decision making, self-management support, panel management, or mental health and substance abuse treatment into clinical practice.
8. Supporting practices in participating in UCC forums and participating in at least one (1) UCC-identified quality improvement project at the community level.
9. Supporting the incorporation of CHTs and other health and community services into practice workflow.
10. Participating in regular phone calls with the State (at least one biweekly), regularly scheduled meetings of the QI facilitators, and other ad-hoc conference calls, meetings, or trainings with State and other QI facilitators.
11. Encouraging innovative strategies for communication and learning between practices, such as learning collaboratives or online learning environments.
12. Participating in learning collaborative activities with assigned practices.
13. Assessing QI activities across organizations.
14. Supporting UCC quality initiatives, including facilitating workgroup projects as directed by the Blueprint Project Manager, UCC leaders, and statewide collaboratives
15. Leading or participating in the planning team for at least one (1) learning collaborative.
16. Mentoring and being mentored by a peer facilitator.

Agreement Deliverables

XXV. Regular meetings (every week or every two weeks depending on the interest of the practice) with the State's Blueprint Assistant Director and QI facilitators

XXVI. Establish a timeline with a plan to achieve NCQA-PCMH recognition and reporting on the status of the NCQA recognition timeline

XXVII. Establish a timeline and report on progress of ongoing quality improvement initiatives (PDSA cycles) in practices (PDSA Sheet), including at least one (1) UCC-identified quality improvement project at the community level

XXVIII. Plan a learning collaborative locally or at the State level

XXIX. Establish a mentoring plan for at least one (1) new facilitator (as requested by the State)

XXX. Weekly and monthly practice reports, meeting minutes, and PDSA cycles sheets

D. Training, Travel, and Flexible Funding

Training and Travel

The Contractor shall coordinate training, consultation, and out-of-HSA travel expenses for project management, community health team staff, CHT extenders, QI facilitation, community-based self-management programs, and Blueprint primary care practices.

These activities will include support for local learning collaboratives and speaker's fees, travel to statewide meetings, and registration fees for training events. Funds are intended to support Blueprint activities generally and can be used for training for Contractor staff or staff of other organizations and agencies within the HSA. Expenses must be in compliance with State of Vermont Administrative Bulletin 3.4.

The funds are ***not*** intended to cover travel expenses within an HSA. The funds are also ***not*** intended to cover materials for self-management programs, unless the Contractor has exceeded the completer payment budget for the agreement year.

Flexible Funding Mechanism

During the course of this agreement, the State and the Contractor may identify additional tasks in order to achieve the implementation requirements of the Agreement. Through the flexible funding mechanism, the State is allowing additional funding to support augmented services beyond what is already defined in the agreement deliverables. Upon identifying such a task, the Contractor shall submit a Travel and Flexible Funding Request Form (Appendix I), which must be accepted and approved by the State's Blueprint Assistant Director before work begins.

E. Reporting Requirements

DUE TO:

October 15, 2015	
Project Management staffing plan	Natalie Elvidge, Jenney Samuelson

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

January 15, 2016	
Documentation of eligibility for Project Management milestone payments and completion of selected milestone(s)	Natalie Elvidge, Jenney Samuelson
Attest to accuracy of all CHT/ MAT Staffing data in Blueprint Provider Directory	Tim Tremblay
Attest to accuracy of all practice demographic information in Blueprint Provider Directory	Tim Tremblay

March 15, 2016	
Attest to accuracy of total unique patient counts for every practice in Blueprint Provider Directory	Tim Tremblay

April 15, 2016	
Documentation of eligibility for Project Management milestone payments and completion of selected milestone(s)	Natalie Elvidge, Jenney Samuelson
Attest to accuracy of all CHT/ MAT Staffing data in Blueprint Provider Directory	Tim Tremblay
Attest to accuracy of all practice demographic information in Blueprint Provider Directory	Tim Tremblay

June 15, 2016	
Attest to accuracy of total unique patient counts for every practice in Blueprint Provider Directory	Tim Tremblay

July 15, 2016	
Documentation of eligibility for Project Management milestone payments and completion of selected milestone(s)	Natalie Elvidge, Jenney Samuelson
Attest to accuracy of all CHT/ MAT Staffing data in Blueprint Provider Directory	Tim Tremblay
Attest to accuracy of all practice demographic information in Blueprint Provider Directory	Tim Tremblay

September 15, 2016	
Attest to accuracy of total unique patient counts for every practice in Blueprint Provider Directory	Tim Tremblay

September 30, 2016	
Documentation of CHT referral /coordination protocols with functional CHT members, including local SASH panels, MAT, insurer and ACO care managers (including VCCI), and the designated mental health /substance abuse services agency	Jenney Samuelson

October 14, 2016	
Documentation of eligibility for Project Management milestone payments and completion of selected milestone(s)	Natalie Elvidge, Jenney Samuelson
Attest to accuracy of all CHT/ MAT Staffing data in Blueprint Provider Directory	Tim Tremblay

October 14, 2016	
Attest to accuracy of all practice demographic information in Blueprint Provider Directory	Tim Tremblay

Ongoing		
No more frequently than monthly, no less frequently than quarterly	Submit invoice and completed financial report	Natalie Elvidge, Jenney Samuelson
Approximately 2 months prior to initiation of PPPM payments/NCQA score date:	Update Blueprint Provider Directory with new practice and all associated provider information	Tim Tremblay
Whenever changes occur to practice, provider, CHT/MAT, practice demographic, and/or total unique patients numbers	Update Blueprint Provider Directory accordingly	Tim Tremblay
Submission of CHT staffing plan upon expansion and after that either on request by the Assistant Director or prior to changes in the design	Notify Blueprint Assistant Director as changes occur to as requested	Jenney Samuelson
Documentation in the Blueprint Provider Directory of timely hiring of additional CHT staff to coincide with payer funding increases (within 60 days or sooner of a funding increase)	Update Blueprint Provider Directory accordingly	Tim Tremblay
Documentation of co-management and referral agreements between practices and specialty providers	Submit co-management and referral agreements to Blueprint Assistant Director	Jenney Samuelson
Upon vacancy of Project Manager, Regional Coordinator, or QI	Notify Blueprint Assistant Director and involve in hiring process, including sending resumes of all qualified candidates, including in interviews, and	Jenney Samuelson

Ongoing		
Facilitator position:	receiving final approval on hiring decision	
When any new practice decides to participate in the Blueprint:	Update practice demographic and staffing information in the Blueprint Provider Directory and inform the State by email of the anticipated NCQA score date	Tim Tremblay
When self-management programs are implemented:	Complete and submit all data and paperwork for self-management programs as specified and required by the State	Self-Management Coordinator as designated by the State
To obtain milestone payments for QI facilitators (if applicable):	Documentation of: • Completion of patient-centered PDSAs • Workflow and referral protocols in primary care practices for CHT • NCQA recognition as PCMH	Jenney Samuelson
Quarterly	Submit Total Unique Patients Reports	Tim Tremblay
Monthly	Submit Practice Rosters (Practice Summary Reports)	Tim Tremblay

ATTACHMENT B
PAYMENT PROVISIONS

The maximum dollar amount payable under this agreement ($209,000) is not intended as any form of a guaranteed amount. The State agrees to compensate the Contractor for services performed up to the maximum amounts stated below, provided such services are within the scope of the agreement and are authorized as provided for under the terms and conditions of this agreement. State of Vermont payment terms are Net 30 days from date of invoice; payments against this agreement 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:

Project Management

The Contractor shall invoice the State monthly up to the sum of $6,000 per 1.0 FTE for project management activities based on expenses incurred and completion of agreement deliverables.

In addition to the monthly payments, the Contractor can invoice the State for milestone payments.

Project Management: Milestones

The following milestones may be invoiced, up to $8,000 total, as follows:

- Documentation and demonstration of a successful mechanism to outreach and provide treatment to high-risk patients identified by ACOs, insurers, or UCC: $1,000 per high-risk population

- Documentation of referral protocols and co-management agreements between primary care practices and specialty providers, ACOs, or insurers that identifies roles in treatment, information to be shared, methods and timeframes for sharing of information, and agreement to a comply with a single, coordinated treatment plan: $1,000 per protocol/co-management agreement

- Leadership of local quality improvement groups and/or projects focused on HSA profiles and/or ACO-based measures as identified and selected by the UCC forums: $2,000 per agreement year

The expectation for these milestones is that work shall progress continuously throughout the year and not be done exclusively in the final quarter.

QI Facilitation

The Contractor shall invoice the State monthly up to the sum of $6,000 per 1.0 FTE for facilitation activities outlined in section C based on expenses incurred and completion of agreement deliverables.

In addition to the monthly payments, milestone payments of up to $8,000, for which the Contractor can invoice the State at any point during the agreement period, will be paid as follows:

- Completion of a patient-centered care PDSA or quality improvement projects related to priorities and measures set forth in practice profiles, including ACO measures: $1,000.
- Documentation of the workflow and referral protocols in the primary care practice or MAT provider office: $500 (only one payment per practice).
- Completion of a learning collaborative or UCC subcommittee for which the facilitator led or was a member of the planning team: $1,000.

- Mentoring of a new QI facilitator for 9 months: $500.
- NCQA recognition (initial survey or rescoring): $500 per practice.
- Attested connection to State's clinical registry and demonstrated use of reports: $1,000 per practice.

Payments for QI facilitation will only be issued after all reports due in that month are received and accepted by the State's Blueprint Assistant Director.

Training, Travel, and Flexible Funding Mechanism

The Contractor will invoice the State monthly for the actual expenses incurred for approved training, consultation, and travel and for those items approved in writing by the Blueprint under the Flexible Funding Mechanism, not to exceed $5,000 during the agreement time period. Mileage expense for use of personal vehicles and meal expense will be reimbursed at the current State rate. The Contractor will hold all receipts and necessary documentation on file and make documentation available upon request by the State. Travel expenses must be in compliance with State of Vermont Administrative Bulletin 3.4.

For the Flexible Funding Mechanism, approval will include performance-based deliverables and payment methods. Examples may include interpreter services for Blueprint sponsored self-management programs.

Reporting Requirements

1. Invoice shall reference this agreement number, include date of submission, invoice number, and amount billed for each deliverable and total amount billed (Appendix I: Required Forms)

2. All reports and invoices related to this agreement should be submitted in electronic format to:

   Jenney Samuelson
   Jenney.Samuelson@vermont.gov

   Natalie Elvidge
   Natalie.Elvidge@vermont.gov

3. Invoices shall be submitted no more frequently than monthly, but no later than quarterly

4. Invoices shall be accompanied by a Financial Reporting Form (Appendix I) and Travel and Expense Form (Appendix I) in Excel format

5. A final Financial Report Form (Appendix I) will be due no later than 30 days after the end date of the agreement. The final financial report will report actual approved expenditures against payments received.

6. Payments and/or reimbursement for meals, lodging, airfare, training/registration and other expenses shall only be issued after all supporting documentation and receipts are received and accepted by the State. Invoices with such expenses shall be accompanied by a Travel and Expense Form (Appendix I: Required Forms).

7. The State reserves the right to withhold part or all of the agreement funds if the State does not receive timely documentation of the successful completion of agreement deliverables.

8. Payments for project management, health information technology, self-management completers, QI facilitation, and training and travel will only be issued after all reports and paperwork due in that month or quarter are received by the State.

9. If both parties agree, up to 10% of the monies for line items can be moved via Administrative Letter to another line item to adjust for underspend and overspend situations.

Note: Each line item of this budget covers all expenses needed to meet the deliverables as outlined in the agreement (including personnel salaries and benefits; supplies; equipment; overhead; marketing; travel; and Blueprint sponsored self-management program leader training, auditing, and stipends), unless otherwise specified.

In the event that the Contractor:

- is unable to meet a milestone and will not achieve the milestone payment;
- invoices for actual expenses of a monthly payment less than the allowed maximum amount;
- or the Contractor becomes aware they will expend less than the budgeted amount for any line item in the agreement;

the Contractor shall report the total underspent amount on the Financial Reporting Form, Appendix I.

Additionally, the Contractor shall report the amount of underspent line item or unearned milestone payments on quarterly invoices (Appendix I) submitted no later than January 15, 2016, April 15, 2016, June 15, 2016, and September 15, 2016. Upon Contractor signature of the invoice, the Contractor agrees that the funds will be reverted back to the State, resulting in a reduction in the total amount of the agreement award, at which point the unspent funding becoming inaccessible to the Contractor. The State will issue the Contractor a confirmation letter of the reduction that will be executed upon signature of the Contractor and the State.

Approved Budget for October 1, 2015 to September 30, 2016:

1. Payments for the period of October 1, 2015 through June 30, 2016 shall not to exceed **$156,850.00.**
2. Payments for the period of July 1, 2016 through September 30, 2016 shall not to exceed **$52,150.00.**

	October 1, 2015 - June 30, 2016	July 1, 2016 - September 30, 2016	Source
Project Management	$ 54,000.00	$ 18,000.00	GC
Project Management Milestones	$ 6,000.00	$ 2,000.00	GC
Practice Facilitation	$ 54,000.00	$ 18,000.00	GC
Practice Facilitation Milestones	$ 6,000.00	$ 2,000.00	GC
Self-Management Programs	$ 22,500.00	$ 7,500.00	GC
Self-management Completers ($200 each)	$ 10,600.00	$ 3,400.00	GC
Training, Travel, Flexible Funding	$ 3,750.00	$ 1,250.00	GC
Total	**$ 156,850.00**	**$ 52,150.00**	

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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 IX and Bulletin 3.5 Section IV.B.

(End of Standard Provisions)
AHS -State of Vermont – Attachment C_3-1-2015_rev

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 **Porter Hospital Inc.** ("Business Associate") as of **October 1, 2015** ("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.

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 **Porter Hospital, Inc.** ("Business Associate") as of **October 1, 2015** ("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:

2. 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.

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:

    a. 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.

    b. State supplied and managed equipment and accounts to access state applications and data, including State issued active directory accounts and application specific accounts, which follow the National Institutes of Standards and Technology (NIST) security and the Health Insurance Portability & Accountability Act (HIPAA) standards.

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

13. **Lobbying.** No federal funds under this agreement may be used to influence or attempt to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, continuation, renewal, amendments other than federal appropriated funds.

14. **Non–discrimination.** The Contractor will prohibit discrimination on the basis of age under the Age Discrimination Act of 1975, on the basis of handicap under section 504 of the Rehabilitation Act of 1973, on the basis of sex under Title IX of the Education Amendments of 1972, or on the basis of race, color or national origin under Title VI of the Civil Rights Act of 1964. No person shall on the grounds of sex (including, in the case of a

woman, on the grounds that the woman is pregnant) or on the grounds of religion, be excluded from participation in, be denied the benefits of, or be subjected to discrimination, to include sexual harassment, under any program or activity supported by state and/or federal funds.

The Contractor will also not refuse, withhold from or deny to any person the benefit of services, facilities, goods, privileges, advantages, or benefits of public accommodation on the basis of disability, race, creed, color, national origin, marital status, sex, sexual orientation or gender identity under Title 9 V.S.A. Chapter 139.

15. **Environmental Tobacco Smoke.** Public Law 103-227, also known as the Pro-children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, child care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through state or local governments, by federal grant, contract, loan or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such Federal funds.

The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where Women, Infants, & Children (WIC) coupons are redeemed.

Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

Contractors are prohibited from promoting the use of tobacco products for all clients. Facilities supported by state and federal funds are prohibited from making tobacco products available to minors.

Attachment F - Revised AHS -12/10/10

APPENDIX 1: REQUIRED FORMS

INVOICE

Contract/Grantee:	
Agreement #:	
Address:	
Invoice #:	
Date of invoice:	

Billing Contact: _____ Phone #: _____

Dates of Service	Description of Deliverables/Work Performed (**please include/list a narrative of activities**)	Amount
	Project Management:	
	Project Management Milestone:	
	QI Facilitation:	
	QI Facilitation Milestones:	
	Self-Management Programs:	
	Self-Management Completers ($200 each):	
	Training, Travel, and Flexible Funding:	
	TOTAL:	

Remittance Address:

Bill to Address:
Natalie Elvidge
Department of Vermont Health Access
312 Hurricane Lane, Suite 201
Williston, Vermont 05495-2806
Natalie.Elvidge@vermont.gov

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

Upon Contractor signature of this invoice, the Contractor confirms that the following funds are inaccessible to the Contractor will be reverted back to the State, resulting in a reduction in the total amount of the agreement award and the State will issue the Contractor a confirmation letter of the reduction that will be executed upon signature of the Contractor and the State.

Amount:	
Date:	

Signature: _____

TRAVEL AND FLEXIBLE FUNDING REQUEST FORM

Vermont Blueprint for Health Travel and Flexible Funding Request Form

(complete and obtain Blueprint Assistant Director approval in advance of expenditure)

Health Service Area Name			
Description of Expense (attach supporting documentation such as meeting agenda for training expense; scope of work, work plan, timeline and budget for flexible spending expense)			
How does the flexible spending project or training relate to Blueprint work in your health service area?			
Project or Training Start Date			
Project or Training End Date			
Person Traveling (if applicable)		Indicate Traveler's Role (check one):	
First Name		☐ Project Manager	
Last Name		☐ Practice Faciliator	
Degree/Certification		☐ CHT Staff	
Job Title		☐ Practice Staff	
Work Address		☐ SASH Staff	
		☐ Other (describe)	
Email			
Work Phone			
Cell Phone			
Fax Number			
Signature		Date Signed	

Estimated Costs

Flexible Spending Project Expense (attach budget)

Type of Expense	Brief Description of Expense	Unit Expense	Number of Units (days, miles, materials or other units)	Total Expense
Expense for Training Hosted by Health Service Area				
Speaker's Fees		$0.00		$0.00
Room Rental		$0.00		$0.00
Materials		$0.00		$0.00
Miscellaneous		$0.00		$0.00
Expense for Training Offered by Other Organizations				
Tuition		$0.00		$0.00
Airfare		$0.00		$0.00
Ground Transportation		$0.00		$0.00
Mileage		$0.575		$0.00
Lodging Per Night		$0.00		$0.00
Meals and Tips		$0.00		$0.00
Miscellaneous		$0.00		$0.00
		Grand Total		$0.00

VERMONT

For allowable meals and mileage rates, please refer to Bulletin 3.4 - Reimbursement for Travel Related Expenses

FINANCIAL REPORTING FORM

Department of Vermont Health Access Financial Report Form

Subrecipient Name:	Porter Hospital, Inc										**Grant/Contract Number:**	03410-1520-16		
Grantee's/Contractor's Contact	Susan Bruce										**Reporting Period:**	Oct 1, 2015 - Sept 30, 2016		
Grantee's/Contractor's Email	sbruce@portermedical.org													
	TOTAL GRANT BUDGET	Oct-15	Nov-15	Dec-15	Jan-15	Feb-16	Mar-16	Apr-16	May-16	Jun-16	TOTAL EXPENDITURES TO DATE	UNDERSPENT LINE ITEMS	BALANCE SFY16	
Project Management	$ 60,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 60,000.00	
Project Management Monthly Payment	$ 54,000.00										$ -	$ -	$ 54,000.00	
Project Management Milestones (list milestones on invoice and provide documentation):	$ 6,000.00										$ -	$ -	$ 6,000.00	
Self-Management Programs	$ 33,100.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 33,100.00	
Self-Management Monthly Payment	$ 22,500.00										$ -	$ -	$ 22,500.00	
Self-Management Completers ($200 per completer)	$ 10,600.00										$ -	$ -	$ 10,600.00	
Self-Management Master Trainer											$ -	$ -	$ -	
Practice Facilitation	$ 60,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 60,000.00	
Practice Facilitation Monthly Payment	$ 54,000.00										$ -	$ -	$ 54,000.00	
Practice Facilitation Milestones	$ 6,000.00										$ -	$ -	$ 6,000.00	
Training, Travel , Flexible Funding	$ 3,750.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 3,750.00	
TOTAL GRANT AMOUNT/MONTHLY TOTALS	$ 156,850.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 156,850.00	
Underspent Line Items														
Project Management Monthly Payment												$ -		
Project Management Milestones												$ -		
Self-Management Monthly Payment												$ -		
Self-Management Completers ($200 per completer)												$ -		
Self-Management Master Trainer												$ -		
Practice Facilitation												$ -		
Practice Facilitation Milestones												$ -		
Training, Travel Flexible Funding												$ -		

SIGNATURE OF AUTHORIZING OFFICIAL:

State Only:														
Project Management (BPPMAN)	$ 60,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
Practice Facilitation (BPPFAC)	$ 60,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
Self Management (BPSMPROG)	$ 22,500.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
Self Management Completers (BPSMCOMP)	$ 10,600.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
Trainings (BPTRAIN)	$ 3,750.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
TOTAL	$ 156,850.00													

	TOTAL GRANT BUDGET	Jul-16	Aug-16	Sep-16	TOTAL EXPENDITURES TO DATE	UNDERSPENT LINE ITEMS	BALANCE SFY17
Project Management	$ 20,000.00	$ -	$ -	$ -	$ -		$ 20,000.00
Project Management Monthly Payment	$ 18,000.00				$ -	$ -	$ 18,000.00
Project Management Milestones (list milestones on invoice and provide documentation):	$ 2,000.00				$ -	$ -	$ 2,000.00
Self-Management Programs	$ 10,900.00	$ -	$ -	$ -	$ -	$ -	$ 10,900.00
Self-Management Monthly Payment	$ 7,500.00				$ -	$ -	$ 7,500.00
Self-Management Completers ($200 per completer)	$ 3,400.00				$ -	$ -	$ 3,400.00
Self-Management Master Trainer					$ -	$ -	$ -
Practice Facilitation	$ 20,000.00	$ -	$ -	$ -	$ -	$ -	$ 20,000.00
Practice Facilitation Monthly Payment	$ 18,000.00				$ -	$ -	$ 18,000.00
Practice Facilitation Milestones	$ 2,000.00				$ -	$ -	$ 2,000.00
Training, Travel , Flexible Funding	$ 1,250.00	$ -	$ -	$ -	$ -	$ -	$ 1,250.00
TOTAL GRANT AMOUNT/MONTHLY TOTALS	$ 52,150.00	$ -	$ -	$ -	$ -	$ -	$ 52,150.00
Underspent Line Items							
Project Management Monthly Payment						$ -	
Project Management Milestones						$ -	
Self-Management Monthly Payment						$ -	
Self-Management Completers ($200 per completer)						$ -	
Self-Management Master Trainer						$ -	
Practice Facilitation						$ -	
Practice Facilitation Milestones						$ -	
Training, Travel Flexible Funding						$ -	
SIGNATURE OF AUTHORIZING OFFICIAL:							
State Only:							
Project Management (BPPMAN)	$ 20,000.00	$ -	$ -	$ -	$ -		$ 20,000.00
Practice Facilitation (BPPFAC)	$ 20,000.00	$ -	$ -	$ -	$ -		$ 20,000.00
Self Management (BPSMPROG)	$ 7,500.00	$ -	$ -	$ -	$ -		$ 7,500.00
Self Management Completers (BPSMCOMP)	$ 3,400.00	$ -	$ -	$ -	$ -		$ 3,400.00
Trainings (BPTRAIN)	$ 1,250.00	$ -	$ -	$ -	$ -		$ 1,250.00
TOTAL	$ 52,150.00						

Please Note: Only certain white cells are unlocked for editing, please enter the funding amount on the same line as the specific subcategory; the highlighted main categories will autofill. For categories with no listed subcategories, please enter a title in the space provided for each subcategory being billed

DEPARTMENT OF VERMONT HEALTH ACCESS
TRAVEL AND EXPENSE FORM

Travel and Expense Form

Grantee/ Contractor Name: Invoice #:

Starting Location Address: Invoice Date:

Grant/Contract Number:

			Travel					Meal Expenses			Other Expenses (Receipts Required)				
			State rate effective: 1/1/14- 12/31/14: .565/mile State rate effective beginning 1/1/15: .575/mile					Per Diem In-State Rates (Vermont) B: $5.00 L: $6.00 D: $12.85		Per Diem Out-of-State B: $6.25 L: $7.25 D: $18.50	Receipts Required for Expenses in Categories Listed Below				
Travel Start Date	Travel End Date	Description (name of meeting, reason for travel, etc.)	Starting Location	Destination	End Location	Miles	Amount	Breakfast	Lunch	Dinner	Lodging	Airfare	Training/ Registration	Other	Total
							$ -								$ -
							$ -								$ -
							$ -								$ -
							$ -								$ -
							$ -								$ -
							$ -								$ -
							$ -								$ -
							$ -								$ -
							$ -								$ -
							$ -								$ -
						TOTALS 0	$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -

We the undersigned do hereby certify under that the reported information is accurate to the best of our knowledge and that all requests for services and expenses were incurred while performing work for the State of Vermont. The expenses I am requesting reimbursement for are in compliance with the State of Vermont Allowable Rates and Per Diems.The State reserves the right to withhold payment if the State does not receive required documentation and receipts.

Claimant's Signature Date

Current State Reimbursement Rates: http://humanresources.vermont.gov/salary/compensation/expense_reimbursement

Bulletin 3.4: http://aoa.vermont.gov/sites/aoa/files/pdf/AO4-Bulletin_3_4.pdf

DEPARTMENT OF VERMONT HEALTH ACCESS
REQUEST FOR APPROVAL TO SUBCONTRACT

Date of Request: _____

Original Contractor/Grantee Name:	_____	Contract/Grant #:	_____
Address:	_____		
Phone Number:	_____		
Contact Person:	_____		
Agreement #:	_____	Signature:	_____

Subcontractor Name: _____

Address: _____

Phone Number: _____

Contact Person: _____

Scope of Subcontracted Services: _____

Is any portion of the work being outsourced outside of the United States? YES NO
(Note to Business Office: If Yes, do not proceed further with approval until reviewed with Finance & Mgmt)

Dollar Amount of Subcontracted Services: $ _____

Date Range for Subcontracted Services: Start: _____ End: _____

DVHA Contact Person:	_____	**Signature:**	_____
Phone Number:	_____		

Business Office Review

Comments: _____

Approval: _____ **Title:** _____ **Date:** _____

Required: Contractor cannot subcontract until they receive this signed approval from the State of Vermont.

Language to be included from State of Vermont Bulletin 3.5 in all subcontracting agreements:

Fair Employment Practices and Americans with Disabilities Act: Party agrees to comply with the requirement of Title 21V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable. Party shall

also ensure, to the full extent required by the Americans with Disabilities Act of 1990, as amended, that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the Party under this Agreement. Party further agrees to include this provision in all subcontracts.

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.

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.

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.

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.

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

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