



DATE: AUGUST 1, 2012

STATE OF VERMONT

DEPARTMENT OF VERMONT HEALTH ACCESS

SEALED BID

REQUEST FOR PROPOSALS

TITLE: REGIONAL COMPREHENSIVE ADDICTIONS TREATMENT CENTERS

REQUISITION NUMBER: 03410-110-13

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SECTION 1
INFORMATION FOR THE BIDDER

1. GENERAL PROVISIONS

1.1. INTRODUCTION

The Department of Vermont Health Access/Blueprint for Health Division, (hereinafter called DVHA) is seeking to establish service agreements with three (3) companies that can provide Regional Comprehensive Addictions Treatment Centers. Each center will serve a defined geographic area and provide comprehensive addictions and co-occurring mental health treatment services to Vermonters with opioid dependence. In addition, these specialized centers will assure the provision of integrated health care, recovery supports, and rehabilitation services for clients of the centers. Each center will provide specialized Medication Assisted Therapy (MAT) for clients. Medication Assisted Therapy is the use of medications in combination with counseling and other services to provide a whole-person approach to the treatment of substance abuse disorders. Each center will provide the following services:

- Methadone treatment consistent with all federal and state regulations;
- Buprenorphine treatment for the subset of Vermonters experiencing multiple relapses, complex co-occurring health and mental health conditions, and / or psycho-social challenges;
- Comprehensive and non-duplicative services in collaboration with area addictions, mental health, and human services providers;
- Coordinated and integrated health care services in collaboration with the area health services providers, the Blueprint patient-centered medical homes and Community Health Teams;
- Health Home services consistent with Section 2703 of the Affordable Care Act;
- Consultation to primary care and buprenorphine providers within the center's region; and
- Services and clinical reporting to the Blueprint Central Clinical Registry.

Proposals should address each of these services deliverables.

The Agency of Human Services requests bids to create Specialized Addictions Centers serving the following three geographic areas:

1. Central Vermont: serving Washington, Lamoille, and Orange Counties;
2. Northeastern Vermont: serving Essex, Orleans, and Caledonia Counties;
3. Southeastern Vermont: serving Windsor and Windham Counties¹.

The Agency of Human Services encourages network proposals (i.e., collaborations among comprehensive addictions, mental health, and health care providers) in response to this RFP. Such partnerships may be better able to provide the comprehensive and integrated health, addictions, mental health and rehabilitation services required.

¹ Two additional comprehensive specialty addictions treatment centers have begun or are in planning for Burlington (serving Chittenden, Franklin, Grand Isle, & Addison Counties) and Rutland (serving Rutland and Bennington Counties).

1.2. SCHEDULE OF EVENTS

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

RFP Posted	August 1, 2012
Bidder's Conference	August 15, 2012, 2:00 – 4:00, DVHA Small Conference Room, 312 Hurricane Lane, Williston, Vermont 05495
Intent to Bid	August 18, 2012, by 4:30 pm
Dept. Response to Conference	August 22, 2012, posted to Electronic Bulletin Board (http://www.vermontbidsystem.com).
Proposal Due/Closing Date	September 17, 2012, by 3:00 pm
Bid Opening	September 17, 2012, by 3:15 pm
Selection Notification	October 1, 2012
Commencement of Contract	July 1, 2013

1.3. SINGLE POINT OF CONTACT

All communications concerning this Request for Proposal (RFP) are to be addressed in writing to the attention of Kate Jones, Department of Vermont Health Access, 312 Hurricane Lane, Williston, VT, 05495, or electronically to kate.jones@state.vt.us. Kate Jones will be the sole contact and will be receiving all proposals on behalf of the Agency of Human Services. Attempts by Bidders to contact any other party could result in the rejection of the proposal.

1.4. LETTER OF INTENT - PRE-REQUISITE

In order to ensure all necessary communication with the appropriate Bidders and to prepare for the review of proposals, one letter of intent to bid must be submitted per Bidder. The letter must identify the geographic region (Northeast, Central, or Southeast) for which the Bidder is intending to submit a proposal.

Letters of intent must be received by email or regular mail by August 18, 2012, no later than 4:30 pm. Letters of intent should be sent to: Kate Jones, Department of Vermont Health Access, 312 Hurricane Lane, Williston, VT 05495. Letters of intent to bid may be provided by email to kate.jones@state.vt.us.

1.5. QUESTION AND ANSWER PERIOD

There will be no formal question and answer period for this bid. Bidders interested in developing a proposal should attend the Bidders' Conference and request any additional information or clarification needed from the presenters at that meeting.

1.6. BIDDER'S CONFERENCE

A Bidders' Conference will be held August 15th, from 2:00 – 4:00 pm at the Department of Vermont Health Access (small conference room), 312 Hurricane Lane, Williston, VT, 05495. In person attendance at the Bidder's conference is considered a condition of selection. Any changes to the interpretation of the bid documents resulting from the conference will be posted to the Electronic Bulletin Board website (Department Response to Conference, www.vermontbidsystem.com) on August 22.

1.7. INSTRUCTIONS TO BIDDERS

The Proposal Packet: A proposal packet is the entire package of information sent by one Bidder in response to one of the geographically specific specialty comprehensive addictions treatment centers described in this request for proposals. Bidders that wish to provide more than one specialty center must submit separate proposals for each geographic area. Proposals must include the following technical elements. Failure to include all required elements may result in rejection of the proposal:

- 1.7.1. Annual Program Budget: (form found in Appendix A)
- 1.7.2. Certification and Assurances: One copy of the Certifications and Assurances, found in Appendix A, signed by a person authorized to bind the Bidder to a contract.
- 1.7.3. Insurance certificate: As part of the proposal packet, the Bidder must provide its current certificates of insurance, which may or may not meet the minimum requirements laid out in Section 4 of this document. Any questions a Bidder may have concerning the necessary insurance coverage must be raised at the Bidders' Conference. The successful Bidder must provide a certificate of insurance that meets the minimum coverage specified in Section 4 of this document.
- 1.7.4. Any other attachments to the proposal, labeled and attached.
- 1.7.5. Letter of Submittal: One letter of submittal, signed by a person authorized to bind the Bidder to a contract. The letter of submittal must include:
 - 1.7.5.1. Identifying information about the Bidder's organization and any subcontractors, including the name of the organization, names, addresses, and telephone numbers of the principal officers and project/program leader, and a description of the type of organization.
 - 1.7.5.2. A detailed list of all materials and enclosures being sent in the proposal.
 - 1.7.5.3. Any other statements the Bidder wishes to convey to the Agency of Human Services.
 - 1.7.5.4. Any alternative contract language the Bidder wishes to propose. If alternate contract language is longer than one page, the Bidder must attach it to the letter of submittal in a separate document. The established State of Vermont Contract language is included in this RFP, labeled Attachment C, "Customary Provisions for Contracts and Grants," and Attachment F, "Agency of Human Services Customary Contract Provisions."

1.7.6. Proposal Narrative

Information about structuring the narrative of the Bidder's proposal is found in this RFP in SECTION 2, Detailed Program Specifications, and SECTION 3, Technical Proposal/Program Specifications.

1.7.7. Proposal Format

- 1.7.7.1. Standard 8.5" x 11" white paper. Documents must be single-spaced and use not less than a twelve point font.
 - 1.7.7.2. Proposals should be sent electronically to the single point of contact in PDF format.
 - 1.7.7.3. The organization's name should be stated on each page of the program proposal and on any other information that is submitted.
 - 1.7.7.4. The program proposal should be written in the order given in Chapter 3: Technical Proposal / Program Specifications.
- 1.7.8. Closing Date & Proposal Packet Delivery:
- 1.7.8.1. Proposals should be sent in PDF format electronically to:

kate.jones@state.vt.us

Alternatively, proposals may be sent by mail to:

Kate Jones, Contracts Manager
Department of Vermont Health Access
312 Hurricane Lane
Williston, VT 05495

1.7.8.2. The proposals must arrive by mail or email to Kate Jones at the Department of Vermont Health Access (DVHA) no later than 3:00 pm, September 17, 2012. Late responses shall not be accepted and shall automatically be disqualified from further consideration. DVHA does not take responsibility for any problems in mail or delivery, either within or outside DVHA. Receipt by any other office or mailroom is not equivalent to receipt by DVHA.

1.8. FACSIMILE COMMUNICATION

The letter of intent, proposal or protest may not be sent by facsimile communication.

1.9. BID OPENING

The bid opening will be held at 3:15 pm on September 17, 2012, at the Department of Vermont Health Access at 312 Hurricane Lane, Suite 201, Williston, VT 05495. Typically, the State will open the bid, read the name and address of the Bidder, and read the bid amount. Bid openings are open to members of the public. However no further information that pertains to the bid will be available at that time other than the bid amount, name and address of the Bidder. The State reserves the right to limit the information disclosed at the bid opening to the name and address of the Bidder when, in its sole discretion, it is determined that the nature, type, or size of the bid is such that the State cannot immediately (at the opening) establish that the bid is in compliance with the RFP. As such, there will be cases in which the bid amount will not be read at the bid opening. Bid results are a public record; however, the bid results are exempt from disclosure to the public until the award has been made and the contract is executed with the apparently successful Bidder.

1.10. PUBLIC RECORD

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

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

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

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

1.11. COSTS OF PROPOSAL PREPARATION

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

1.12. RECEIPT OF INSUFFICIENT COMPETITIVE PROPOSALS

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

1.13. NON-RESPONSIVE PROPOSALS/WAIVER OF MINOR IRREGULARITIES

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

1.14. RFP AMENDMENTS

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

1.15. REJECTION RIGHTS

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

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

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

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

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

1.16. AUTHORITY TO BIND DVHA

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

2. PROPOSAL REVIEW

A review team of knowledgeable individuals will evaluate each proposal. The team members will represent both the service area and central office if appropriate. The review team shall review all proposals for compliance with RFP procedural instructions. If the procedural instructions are not followed, the proposal shall be considered non-responsive. Non-responsive proposals will be eliminated from further evaluation.

2.1. SCORING

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

CRITERIA FOR SCORING	Total possible points
Bidder Experience and Comprehensiveness of the Proposed Network	25
Experience providing comprehensive addictions treatment.	
Experience with providing co-occurring mental health treatment.	
Demonstration of network: preferred providers, designated agency, primary care, & hospital.	
Demonstration of network with recovery, rehabilitation, housing, and human services organizations.	
Bidder Organizational Capacity	25
Fiduciary.	
Health Information Technology (EMR, transmittal of structured data).	
QI systems and measure reporting.	
Stakeholder participation in governance, program evaluation.	
Accreditation & certification.	
Program Proposal	25
Scope of services proposed.	
Ability to meet case load demands (changes).	
Patient and population care protocols.	
Client outreach, engagement and recovery.	
Health Home Services.	
Program Staffing and Costs	25
Staffing plan, clinical leader identified (?)	
Budget (within cost model) or offsetting savings identified	
Total Possible Score	100

2.2. SELECTION OF THE APPARENTLY SUCCESSFUL BIDDER

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

2.3. NOTIFICATION OF AWARD

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

3. CONTRACT DEVELOPMENT

3.1. CONTRACT TERM

Tentatively, the period of performance of the work to be performed as a result of this RFP is **7/1/2013 to 6/30/2014**. DVHA has the option to continue to contract with the successful bidder pursuant to this RFP for up to two additional years.

3.2. CONTRACT STIPULATIONS

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

3.3. REMITTANCE OF PAYMENT

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

3.4. CONTRACT ACCEPTANCE

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

4. STATE AND AGENCY CUSTOMARY CONTRACTING PROVISIONS

ATTACHMENT C CUSTOMARY PROVISIONS FOR CONTRACTS AND GRANTS

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

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

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

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

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

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

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

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

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

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

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

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

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

Professional Liability: Before commencing work on this Agreement and throughout the term of this

Agreement, the Party shall procure and maintain professional liability insurance for any and all services performed under this Agreement, with minimum coverage of **\$1,000,000** per occurrence, and **\$3,000,000** 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, and if this Subrecipient expends \$500,000 or more in federal assistance during its fiscal year, the Subrecipient is required to have a single audit conducted in accordance with the Single Audit Act, except when it elects to have a program specific audit.

The Subrecipient may elect to have a program specific audit if it expends funds under only one federal program and the federal program's laws, regulating or grant agreements do not require a financial statement audit of the Party.

A Subrecipient is exempt if the Party expends less than \$500,000 in total federal assistance in one year.

The Subrecipient will complete the Certification of Audit Requirement annually within 45 days after its fiscal year end. If a single audit is required, the sub-recipient will submit a copy of the audit report to the primary pass-through Party and any other pass-through Party that requests it within 9 months. If a single audit is not required, the Subrecipient will submit the Schedule of Federal Expenditures within 45 days. These forms will be mailed to the Subrecipient by the Department of Finance and Management near the end of its fiscal year.

These forms are also available on the Finance & Management Web page at:

<http://finance.vermont.gov/forms>

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

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

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

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

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

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

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

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

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

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

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.

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, OFFICE, OR DIVISION OF (_____ INSERT DEPARTMENT, OFFICE, OR DIVISION)** (“COVERED ENTITY”) AND (**_____ INSERT NAME OF THE CONTRACTOR**) (“BUSINESS ASSOCIATE”) AS OF (**_____ INSERT DATE**) (“EFFECTIVE DATE”). THIS AGREEMENT SUPPLEMENTS AND IS MADE A PART OF THE CONTRACT TO WHICH IT IS AN ATTACHMENT.

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

The parties agree as follows:

1. **Definitions.** All capitalized terms in this Agreement have the meanings identified in this Agreement, 45 CFR Part 160, or 45 CFR Part 164.

The term “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.

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

The term “Breach” means the acquisition, access, use or disclosure of protected health information (PHI) in a manner not permitted under the HIPAA Privacy Rule, 45 CFR part 164, subpart E, which compromises the security or privacy of the PHI. “Compromises the security or privacy of the PHI” means poses a significant risk of financial, reputational or other harm to the individual.

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

2.1 Except as limited in this Agreement, Business Associate may use or disclose PHI to perform Services, as specified in the underlying contract with Covered Entity. 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.

2.2 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 (including subcontractors) in accordance with Sections 8 and 16 or (b) as otherwise permitted by Section 3.

3. **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 (a) 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 (b)

the person notifies Business Associate, within three business days (who in turn will notify Covered Entity within three business days after receiving notice of a Breach as specified in Section 5.1), in writing of any Breach of Unsecured PHI of which it is aware. Uses and disclosures of PHI for the purposes identified in this Section must be of the minimum amount of PHI necessary to accomplish such purposes.

4. **Safeguards.** Business Associate 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 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 shall identify in writing upon request from Covered Entity all of the safeguards that it uses to prevent impermissible uses or disclosures of PHI.
5. **Documenting and Reporting Breaches.**
 - 5.1 Business Associate shall report to Covered Entity any Breach of Unsecured PHI as soon as it (or any of its employees or agents) become aware of any such Breach, and in no case later than three (3) 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.
 - 5.2 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.
 - 5.3 When Business Associate determines that an impermissible acquisition, use or disclosure of PHI by a member of its workforce does not pose a significant risk of harm to the affected individuals, it shall document its assessment of risk. Such assessment shall include: 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 risk of harm. When requested by Covered Entity, Business Associate shall make its risk assessments available to Covered Entity.
6. **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.
7. **Providing Notice of Breaches.**
 - 7.1 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 individuals whose PHI was 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.
 - 7.2 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.

- 7.3 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).
- 7.4 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.
8. **Agreements by Third Parties.** Business Associate shall ensure that any agent (including a subcontractor) to whom it provides PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity agrees in a written agreement to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such PHI. For example, the written contract must include those restrictions and conditions set forth in Section 14. Business Associate must enter into the written agreement before any use or disclosure of PHI by 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 written agreement to Covered Entity upon request. Business Associate may not make any disclosure of PHI to any agent without the prior written consent of Covered Entity.
9. **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.
10. **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.
11. **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.
12. **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.

13. Termination.

- 13.1 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 17.7.
- 13.2 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 this Contract without liability or penalty if Business Associate does not cure the breach within the time specified by Covered Entity; or (b) immediately terminate this Contract 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 this Contract, nor does it lessen Business Associate's responsibility for such breach or its duty to cure such breach.

14. Return/Destruction of PHI.

- 14.1 Business Associate in connection with the expiration or termination of this Contract shall return or destroy all PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity pursuant to this Contract 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.
- 14.2 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.

15. 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.

16. 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.

- 16.1 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.
- 16.2 Business Associate shall ensure that any agent (including a 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. 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 without the prior written consent of Covered Entity.

- 16.3 Business Associate shall report in writing to Covered Entity any Security Incident pertaining to such Electronic PHI (whether involving Business Associate or an agent, including a 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 three (3) 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.
- 16.4 Business Associate shall comply with any reasonable policies and procedures Covered Entity implements to obtain compliance under the Security Rule.

17. Miscellaneous.

- 17.1 In the event of any conflict or inconsistency between the terms of this Agreement and the terms of the Contract, the terms of this Agreement shall govern with respect to its subject matter. Otherwise the terms of the Contract continue in effect.
- 17.2 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.
- 17.3 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.
- 17.4 In addition to applicable Vermont law, the parties shall rely on applicable federal law (e.g., HIPAA, the Privacy Rule and Security Rule) in construing the meaning and effect of this Agreement.
- 17.5 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.
- 17.6 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 under this Contract 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.
- 17.7 The provisions of this Agreement that by their terms encompass continuing rights or responsibilities shall survive the expiration or termination of this Agreement. For example: (a) the provisions of this Agreement shall continue to apply if Covered Entity determines that it would be infeasible for Business Associate to return or destroy PHI as provided in Section 14.2 and (b) the obligation of Business Associate to provide an accounting of disclosures as set forth in Section 11 survives the expiration or termination of this Agreement with respect to accounting requests, if any, made after such expiration or termination.

(Rev: 1/31/11)

ATTACHMENT F AGENCY OF HUMAN SERVICES' CUSTOMARY CONTRACT PROVISIONS

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

3. **Medicaid Program Contractors:**

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

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

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

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

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

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

4. **Non-discrimination Based on National Origin as evidenced by Limited English Proficiency.** The Contractor agrees to comply with the non-discrimination requirements of Title VI of the Civil Rights Act of 1964, 42 USC Section 2000d, et seq., and with the federal guidelines promulgated pursuant to Executive Order 13166 of 2000, which require that contractors and subcontractors receiving federal funds must assure that persons with limited English proficiency can meaningfully access services. To the extent the Contractor provides assistance to individuals with limited English proficiency through the use of oral or written translation or interpretive services in compliance with this requirement, such individuals cannot be required to pay for such services.
5. **Voter Registration.** When designated by the Secretary of State, the Contractor agrees to become a voter registration agency as defined by 17 V.S.A. §2103 (41), and to comply with the requirements of state and federal law pertaining to such agencies.

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

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

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

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

Social Security numbers: The Contractor agrees to comply with all applicable Vermont State Statutes to assure protection and security of personal information, including protection from identity theft as outlined in Title 9, Vermont Statutes Annotated, Ch. 62.
8. **Abuse Registry.** The Contractor agrees not to employ any individual, use any volunteer, or otherwise provide reimbursement to any individual in the performance of services connected with this agreement, who provides care, custody, treatment, transportation, or supervision to children or vulnerable adults if there is a substantiation of abuse or neglect or exploitation against that individual. The Contractor will check the Adult Abuse Registry in the Department of Disabilities, Aging and Independent Living. Unless the Contractor holds a valid child care license or registration from the Division of Child Development, Department for Children and Families, the Contractor shall also check the Central Child Protection Registry. (See 33 V.S.A. §4919(a)(3) & 33 V.S.A. §6911(c)(3)).
9. **Reporting of Abuse, Neglect, or Exploitation.** Consistent with provisions of 33 V.S.A. §4913(a) and §6903, any agent or employee of a Contractor who, in the performance of services connected with this agreement, has contact with clients or is a caregiver and who has reasonable cause to believe that a child or vulnerable adult has been abused or neglected as defined in Chapter 49 or abused, neglected, or exploited as defined in Chapter 69 of Title 33 V.S.A. shall make a report involving children to the Commissioner of the Department for Children and Families within 24 hours or a report involving vulnerable adults to the Division of Licensing and Protection at the Department of Disabilities, Aging, and Independent Living within 48 hours. This requirement applies except in those instances where particular roles and functions are exempt from reporting under state and federal law. Reports involving children shall contain the information required by 33 V.S.A. §4914. Reports involving vulnerable adults shall contain the information required by 33 V.S.A. §6904. The Contractor will ensure that its agents or employees receive training on the reporting of abuse or neglect to children and abuse, neglect or exploitation of vulnerable adults.
10. **Intellectual Property/Work Product Ownership.** All data, technical information, materials first gathered, originated, developed, prepared, or obtained as a condition of this agreement and used in the performance of this agreement - including, but not limited to all reports, surveys, plans, charts, literature, brochures, mailings, recordings (video or audio), pictures, drawings, analyses, graphic representations, software computer

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

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

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

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

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

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

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

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

13. **Lobbying.** No federal funds under this agreement may be used to influence or attempt to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, continuation, renewal, amendments other than federal appropriated funds.
14. **Non-discrimination.** The Contractor will prohibit discrimination on the basis of age under the Age

Discrimination Act of 1975, on the basis of handicap under section 504 of the Rehabilitation Act of 1973, on the basis of sex under Title IX of the Education Amendments of 1972, or on the basis of race, color or national origin under Title VI of the Civil Rights Act of 1964. No person shall on the grounds of sex (including, in the case of a woman, on the grounds that the woman is pregnant) or on the grounds of religion, be excluded from participation in, be denied the benefits of, or be subjected to discrimination, to include sexual harassment, under any program or activity supported by state and/or federal funds.

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

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

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

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

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

Attachment F - Revised AHS -12/10/10

SECTION 2
INFORMATION FROM THE BIDDER

1. QUALITY OF BIDDER'S EXPERIENCE

In this section you are telling the State about the related experience your company has with these services, this community, the local system of care, DVHA, etc.

Total points for this section –25. (see Proposal Review and the criteria for scoring chart, Section 2.1, for additional detail)

2. BIDDER'S CAPACITY

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

Total points for this section – 25 points. (see Proposal Review and the criteria for scoring chart, Section 2.1 for additional detail)

SECTION 3
TECHNICAL PROPOSAL/PROGRAM SPECIFICATIONS

The Proposal should provide a comprehensive plan that addresses the development and delivery of all services outlined on page 4 of this RFP, specifically:

- Methadone treatment consistent with all federal and state regulations;
- Buprenorphine treatment for the subset of Vermonters experiencing multiple relapses, complex co-occurring health and mental health conditions, and / or psycho-social challenges;
- Comprehensive and non-duplicative services in collaboration with area addictions, mental health, and human services providers;
- Coordinated and integrated health care services in collaboration with the area health services providers, the *Blueprint* patient-centered medical homes and Community Health Teams;
- Health Home services consistent with Section 2703 of the Affordable Care Act;
- Consultation to primary care and buprenorphine providers within the center's region.

The proposal narrative should be organized in the following sections.

- 3.1. Bidder Experience and Comprehensiveness of the Proposed Network
- 3.2 Bidder Organizational Capacity
- 3.3 Program Proposal
- 3.4 Program Staffing and Costs

1. ATTACHMENT A SPECIFICATION OF WORK TO BE PERFORMED **OVERVIEW**

The Vermont Agency of Human Services (AHS) seeks proposals from comprehensive substance abuse, mental health, and health care networks to develop three (3) regional specialty addictions treatment centers that will help provide a systemic, coordinated system of care for Vermonters with opioid dependence. A network may submit a proposal for one or more of the regional treatment centers.

Currently, the majority of patients receiving medications for opioid dependence in Vermont receive their care from primary or specialty practice physicians with limited access to coordinated health, mental health, rehabilitation, or recovery services. A smaller number of Vermonters receive methadone and associated addictions treatment services in four specialty clinics. Waiting lists for methadone indicate insufficient treatment capacity in Vermont, and the number of providers willing to prescribe buprenorphine for new patients is declining. Furthermore, the current methadone clinics and MDs prescribing buprenorphine work in relative isolation from each other and with limited interface with the primary care health care and mental health systems. However, the public spending patterns show very high costs for patients receiving buprenorphine and methadone. In state fiscal year 2011, Vermont's Medicaid program paid nearly \$45 million in health, addictions treatment, and mental health care claims for the 3,400 Vermonters who received methadone or buprenorphine maintenance treatment.

Three partnering entities - the Department of Vermont Health Access, the Division of Alcohol and Drug Abuse Programs within the Vermont Department of Health, and the Blueprint for Health - working in collaboration with local health, addictions, and mental health providers, developed a program and cost model for a

comprehensive and systemic response to opioid dependence treatment needs. Grounded in the principles of Medication Assisted Therapy (MAT)², the *Blueprint's* health care reform framework, and the Health Home concept in the Federal Affordable Care Act, the partners proposed the “*Hub and Spoke*” initiative. This Request for Proposals (RFP) is for three (3) of the proposed five (5) *Hubs* statewide.

The *Hub and Spoke* approach is built upon the statewide expansion of Advanced Primary Care Practices (APCP) also known as Patient Centered Medical Homes, supported by core *Blueprint for Health* Community Health Teams (CHT) and CHT extenders³. The *Blueprint* is a State led program dedicated to achieving well coordinated and seamless health services for all Vermonters, with an emphasis on prevention and wellness. As a public-private partnership, the *Blueprint* has existing CHTs comprised of nurse coordinators, clinician case managers, social workers and other professionals as determined by community needs who help primary care practices assess patients' needs, coordinate community-based support services, and provide multidisciplinary care. Effective teams are the basis for all of the quality improvements in the *Blueprint*, supported by payment reforms that provide patients and practices with unhindered access to CHTs, CHT extenders and self-management opportunities. This model has allowed Vermont to establish a novel foundation for high quality primary care with embedded multidisciplinary support services, better coordination and transitions of care, and more seamless linkages among the multitude of partners from many disciplines.

Advanced Primary Care Practices are primary care practices that deliver care consistent with the National Committee for Quality Assurance (NCQA) standards for a Patient Centered Medical Home (the Physician Practice Connections-Patient Centered Medical Home standards or PPC-PCMH). These standards are designed to assure high quality primary care that focuses on improved access for patients, improved communication and follow up, more consistent care based on national guidelines for prevention and control of chronic diseases, improved coordination of care and linkages with other services (medical and non-medical), support for patient-level self-management, and enhanced use of health information technology and decision support systems.

In the *Hub and Spoke* approach, each patient undergoing Medication Assisted Therapy (MAT) will have an established medical home, a single MAT prescriber, a pharmacy home, access to existing *Blueprint* Community Health Teams (CHTs), and access to *Hub* or *Spoke* nurses and clinicians. Depending upon initial determination of complexity and/or appropriate treatment method, patients will be referred to either a *Hub* or *Spoke* for assessment and development of an integrated plan of care.

Enhanced self-management and informed decision making are firmly embedded in multiple forms in the *Hub and Spoke* model. All individuals receiving MAT services will have access to a peer recovery network with recovery support services, including coaching and self-help support, provided through regional Recovery Centers. Health Home team members will engage the local recovery and self-help community to assist with providing self-help and family support services to individuals receiving MAT services.

Information will be shared among service providers through Vermont's central clinical registry *Covisint DocSite* where it is implemented for all parties, and through available existing information sharing technologies where *Covisint DocSite* is not yet universally available. In addition, Vermont will be piloting *Covisint ProviderLink*, a communication tool that facilitates the transmission of clinical information across care settings. Vermont's longer

² Medication Assisted Therapy (MAT) is the use of medications (such as methadone and/or buprenorphine), in combination with counseling and behavioral therapies, to provide a whole-patient approach to the treatment of substance use disorders.

³ Community Health Team “extenders” include: Vermont Chronic Care Initiative staff focused on the most expensive 5% of Medicaid beneficiaries; SASH coordinators and wellness nurses serving at risk Medicare beneficiaries, and; “Spoke” staff serving patients receiving buprenorphine from qualified physicians.

term plan is to implement a common case management system across the Vermont Agency of Human Services (AHS), CHTs, and community agencies and service providers.

Hubs. A *Hub* is a specialty treatment center responsible for coordinating the care of individuals with complex addictions and co-occurring substance abuse and mental health conditions across the health and substance abuse treatment systems of care. *Hubs* will provide comprehensive assessments and treatment protocols; all methadone treatment is provided in *Hubs*. For a subset of buprenorphine patients with clinically complex needs, *Hubs* may: serve as the MAT induction point and provide care during initial stabilization; coordinate referrals and provide support for ongoing care, prevention and treatment of relapse, and; provide specialty addictions consultation. *Hubs* also may provide support for tapering off MAT.

Vermont anticipates approximately 22 full time employee (FTE) staff per 400 patients served by *Hubs*. Actual FTE definition will be determined by the State. Each patient's physician-led Health Home team composition will depend on the assessed needs of the individual patient and the individual Plan of Care. Core team members will include the supervising physician, supervising registered nurse, consulting psychiatrist, RN care coordinator, and case manager counselor.

Spokes. A *Spoke* is the ongoing care system comprised of a physician prescribing buprenorphine and the collaborating health and addictions professionals who monitor adherence to treatment, coordinate access to recovery supports and community services, and provide health care, counseling, contingency management, and case management services. Less clinically complex patients who require MAT but not methadone will receive treatment within the *Spoke* system.

Spoke entities may be primary care medical homes, Federally Qualified Health Centers, independent psychiatrists, or specialty clinic-based outpatient substance abuse treatment providers, all with augmented counseling, health promotion, and care coordination services.

Comprehensive Health Home services for patients and additional support for buprenorphine prescribers will be provided by augmenting Vermont's *Blueprint for Health (Blueprint)* Community Health Teams (CHTs) with one registered nurse care manager and one clinician case manager for every 100 MAT patients.

PROGRAM DESCRIPTION

Hubs will function as regional treatment centers providing comprehensive addictions treatment, Health Home, and rehabilitation services for individuals receiving methadone maintenance therapy. In addition, *Hubs* will provide comprehensive addictions treatment, Health Home, and rehabilitation services for a subset of patients receiving buprenorphine treatment (those with more clinically complex substance dependence and co-occurring disorders). The modal client will have both substance dependence and co-occurring mental health conditions; therefore, *Hub* services need to be capable of treating co-occurring addictions and mental health conditions in an integrated manner. In addition, the clients served in *Hubs* will use a broad spectrum of health, social welfare, housing, and recovery services, requiring that *Hubs* are capable of systematic and close coordination of care across a number of health and human services providers. As such, proposed *Hub* providers must demonstrate the capacity to either provide directly or to organize comprehensive care. *Hub* (and *Spoke*) services are not time limited; they are designed to provide continuity of services over time to clients similar to patient-centered medical homes. *Hub* providers will replace episodic care based exclusively on addictions illness with coordinated care for all acute, chronic, and/or preventative conditions in collaboration with primary care providers.

As regional treatment centers, the *Hubs* will provide support and consultation to primary care providers and to physician teams (*Spokes*) providing Buprenorphine treatment. These consultation services may include the

following.

- **Consultation services** for example: psychiatry, addictions medicine, expertise in management co-occurring mental health conditions, and recovery supports.
- **Comprehensive assessments and treatment recommendations** such as differential diagnosis, assessment of need for medication assisted treatment versus other services, use of methadone or buprenorphine.
- **Induction and Stabilization services for initiation of Buprenorphine** especially for complex clinical presentations
- **Re-assessment and treatment recommendations** for individuals experiencing relapse.
- **Support for tapering off maintenance medication** including the provision of more intensive psycho-social supports
- **Support and Consultation for Recovery and Rehabilitation Services** assistance in designing individualized recovery plans and coordination with human services, housing, employment and other specialized services and supports.

HEALTH HOME SERVICE

Section 2703 of the Patient Protection and Affordable Care Act offers “State Option to Provide Health Homes for Enrollees with Chronic Conditions.” The goal is to expand patient-centered medical homes to build linkages with other community and social supports, and to enhance coordination of medical and mental health / addictions care to meet the needs of people with multiple chronic conditions. The “Health Home model of service delivery encompasses all the medical, behavioral health, and social supports and services needed by a beneficiary with chronic conditions.”⁴ The Department of Vermont Health Access is pursuing a state plan amendment to create a Health Home for individuals with opioid dependence and who are at risk of additional chronic conditions. The *Hub and Spoke* program will offer the new Health Home Services as part of the Medicaid State Plan Amendment. The specific Health Home activities authorized by the Affordable Care Act follow. Successful Bidders will describe how these services will be provided in the proposed *Hub*.

1. Comprehensive Care Management: The activities undertaken to identify patients for Medication Assisted Therapy (MAT), conduct initial assessments, and formulate individual plans of care. In addition, Care Management includes the activities related to managing and improving the care of the patient population across health, substance abuse and mental health treatment, and social service providers.

Specific activities include but are not limited to:

- Identifying potential MAT patients via referrals, prior authorizations, VCCI risk stratification, claims and utilization data, judicial referrals for treatment, and outreach to patients lost to contact.
- Assessing preliminary services needs and treatment plan development, including client goals.
- Assigning health team roles and responsibilities.
- Developing treatment guidelines and protocols for health teams to use in specific practice settings (e.g., primary care, specialty care) for transitions of care, for identified health conditions (e.g., opioid dependence with depression or chronic pain), and for prevention and management of substance relapse.
- Monitoring MAT patients’ health status, treatment progress, and service use to improve care and address gaps in care.

⁴ Centers for Medicare and Medicaid Services Guidance Letter to State Medicaid Directors Re: Health Homes for Enrollees with Chronic Conditions, November 16th, 2010.

- Developing and using data to assess use of care guidelines in practice settings, patient outcomes, and patient experience of care.
- Designing and implementing quality improvement activities to improve the provision of care (e.g., learning collaboratives, PDSA cycles).

2. Care Coordination: The implementation of individual plans of care (with active patient involvement) through appropriate linkages, referrals, coordination and follow-up as needed with services and supports across treatment and human services settings and providers. The goal is to assure that all services are coordinated across provider settings, which may include medical, social, mental health and substance use, corrections, educational, and vocational services.

Specific activities include but are not limited to:

- Appointment scheduling, outreach to support attendance at scheduled treatment and human services appointments.
- Conducting referrals and follow-up monitoring, participating in discharge planning process from hospital, residential, and corrections.
- Communicating with other providers and family members.
- Monitoring treatment progress and implementation of the individual treatment plan.
- Case management necessary for individuals to access medical, social, vocational, educational, substance abuse and/or mental health treatment supports, and community-based recovery services.
- Coordinating with other providers to monitor individuals' health status and participation in treatment.
- Assessing medication adherence and calculating medication possession rates.
- Identifying all medications being prescribed, communicating with prescribers, and performing medication reconciliation.
- Assisting with access to and maintaining safe and affordable housing.
- Conducting outreach to family members and significant others in order to maintain an individual's connection to services and expand their social network

3. Health Promotion: The activities that promote patient activation and empowerment for shared decision-making in treatment, support healthy behaviors, and support self-management of health, mental health, and substance abuse conditions. There is a strong emphasis on person-centered empowerment to promote self-management of chronic conditions.

Specific activities include but are not limited to:

- Providing health education specific to a patient's chronic conditions.
- Providing health education specific to opiate dependence and treatment options.
- Identifying health and life goals and developing self-management plans with the patient.
- Motivational interviewing and other behavioral techniques to engage patients in healthy lifestyles and reduction in substance abuse.
- Providing supports for management of chronic pain.
- Providing supports for smoking cessation and reduction of use of alcohol and other drugs.
- Providing health promoting lifestyle interventions, including but not limited to nutritional counseling, obesity reduction, and increasing physical activity.
- Providing support to develop skills for emotional regulation and parenting skills.
- Providing support for improving social networks.

4. Comprehensive Transitional Care: Care coordination services focused on streamlining the movement of patients from one treatment setting to another, between levels of care, and between health and specialty MH/SA service providers. The goal is to reduce hospital readmissions, facilitate the timely development of

community placements, and to coordinate the sharing of necessary treatment information among providers. The key orientation is a shift from reactive responses to transitions to planned, seamless transitions of care.

Specific activities include but are not limited to:

- Developing and maintaining collaborative relationships between health home providers and: hospital emergency departments, hospital discharge departments, corrections and probation and parole, residential treatment programs, primary care providers, and specialty MH/SA treatment services.
- Developing and implementing referral protocols including standardized clinical treatment information on electronic and paper Continuity of Care Documents (CCD).
- Developing and using data to identify MAT clients with patterns of frequent ER, hospital inpatient, or other relapse-related service utilization; planning systemic changes to reduce use of acute care services.

5. Individual and Family Support: Individual and family support services assist individuals to fully participate in treatment, to reduce barriers to accessing care, to support age and gender appropriate adult role functioning, and to promote recovery.

Specific services include but are not limited to:

- Advocacy.
- Assessing individual and family strengths and needs.
- Providing information about services and education about health conditions and recommended treatments.
- Providing assistance to navigate the health and human services systems.
- Providing information about formal and informal resources.
- Providing outreach and supportive counseling to key caregivers.
- Providing assistance with obtaining and adhering to prescribed treatments including medications.
- Facilitating participation in the ongoing development and revisions to individual plans of care.

6. Referral to Community & Social Support Services: Assisting clients obtain and maintain eligibility for formal supports and entitlements (e.g., health care, income support, housing, legal services) and participating in informal resources to promote community participation and well being.

Specific services include but are not limited to:

- Developing and maintaining up-to-date local information about formal and informal resources beyond those covered in the Medicaid plan, including peer and community based-programs.
- Assisting and supporting access to community resources based on the needs and goals of individual patients.
- Providing assistance for patients to obtain and maintain eligibility for income support, health insurance, housing subsidies, food assistance.
- Providing information and supporting participation in vocational and employment services to promote economic self-sufficiency.

STANDARD CARE PROCESSES

Hubs will offer standardized care processes based on evidence-based care guidelines, SAMHSA Tips and the work of the ADAP/DVHA/Blueprint Clinical Leadership Committee. *Hubs* will be expected to demonstrate the consistent use of standard care protocols across the client population being served.

Examples of standard *patient care protocols* include:

- An algorithm to determine whether medication assisted therapy for opioid dependence is clinically appropriate and if so, whether buprenorphine or methadone is indicated.
- A comprehensive assessment.
- Shared decision-making.
- An individual plan of care for each patient.
- Induction, stabilization, maintenance, and taper protocols for methadone and buprenorphine.
- Taper protocols for methadone and buprenorphine.
- Establishment of written individual self-management and recovery goals and progress tracking.
- Outreach to clients missing from services.

Examples of standard *care management protocols* include:

- Identification and outreach with local health and human service providers to identify individuals in need of *Hub* services, including referral protocols with local hospitals, primary care providers.
- Identification of age and gender appropriate health screenings for *Hub* clients and coordination to assure that these screenings are completed on time.
- Identification of the most common transitions of care experienced by *Hub* clients and proactive management plans to support coordination with key partners in these transitions.
- Employment status of *Hub* clients and coordination of referrals to Vocational Rehabilitation.
- Coordination with probation and parole.
- Reports of *Hub* clients admitted to emergency rooms and inpatient care and follow-up services to reduce length of inpatient stay or ER admissions for ambulatory care sensitive conditions.

ACCREDITATION REQUIREMENTS

Hubs meet the CARF and federal accreditation requirements for the provision of methadone.

CERTIFICATION: NCQA SPECIALTY PRACTICE STANDARDS

As comprehensive treatment centers, *Hubs* will demonstrate capability to plan, implement, and coordinate seamless care on behalf of clients across the health and human services systems. This includes co-management of care with primary care providers, management of referrals for community services such as vocational rehabilitation, and assuring successful transitions of care between organizations and across care settings (inpatient, residential, community, corrections, etc.). In addition, *Hubs* will demonstrate high standards of access for and communication with clients and the ability to measure and improve services.

Consistent with the requirement that primary care practices meet the National Committee for Quality Assurance (NCQA) Patient Centered Medical Home Standards to participate in the *Blueprint's* payment reforms and Community Health Teams, *Hubs* will participate in the NCQA Specialty Practice Recognition Program. These standards are currently in development and will be available for public release in early 2013. A copy of the draft standards is posted with this RFP. The selected Bidder must comply with the standards upon their completion. The Specialty Practice Standards mirror the Patient Centered Medical Home Standards and include:

1. Access and communication: timely appointments and communication during and after office hours; communication with patients about the role of the specialist, results of tests, visit summaries.

2. Agreements: between specialists and primary case clinicians to coordinate care, referral processes, content, response and follow-up.
3. Timely information exchange: that includes information about the reason for the referral and related patient information, including test results, medications and referral summary returned to primary care clinician.
4. Care plan coordination: between the specialist and the primary care clinician with responsibilities specified.
5. Measure performance: report and implement continuous quality improvement; specialty-specific measures; patient experience and utilization measures affecting cost of care.
6. Meaningful use: health information technology to support patient care and communication.⁵

The University of Vermont Child Health Improvement Program (VCHIP) team currently under contract with the *Blueprint for Health* will provide an independent initial evaluation of the *Hub's* capacity to meet the Specialty Practice Standards. This evaluation must be completed prior to the July 1, 2013, start-up date to assure that a minimum threshold on the standards is met and to establish an individual *Hub* program baseline score. At subsequent intervals (6 months or yearly), the *Hub* will be reevaluated and a portion of payment for services will be based on the program's rating on the Specialty Practice Standards.

OUTCOMES and QUALITY IMPROVEMENT

Substance Abuse Provider Reporting Requirements

As a condition for receiving payment, *Hubs* are required to directly report SAMHSA-required data (SATIS) as an addictions treatment provider to the Division of Alcohol and Drug Abuse Programs within the Vermont department of Health.

Employment, Incarceration and Total Cost of Care

Literature on the outcomes of Medication Assisted Therapy (MAT) services shows the following: reduced criminal justice system involvement; increased rates of employment, and; decreases in the total cost of health care, especially for relapse-related costs (inpatient, emergency room, and detoxification services). The importance of these outcomes for Vermont and for the ongoing financing of the *Hub and Spoke* treatment system cannot be overstated.

Blueprint/Department of Vermont Health Access (DVHA), in collaboration with the Department of Mental Health, will provide baseline information on the employment rates and incarceration status (days incarcerated) for MAT clients served in *Hubs* and *Spokes*. The *Hubs* are expected to use the baseline information and to organize community supports and referrals and assure quality transitions of care for clients with criminal justice system involvement with the goal of reducing time spent incarcerated. Similarly, *Hubs* will provide and/or coordinate the rehabilitation and support services that assist individuals in gaining and maintaining employment. The Vermont Division of Vocational Rehabilitation (DVR) reports that clients with opioid dependence are categorically eligible for DVR services and the regional VR offices seek ongoing collaboration with *Hubs* to assist MAT clients with employment.

Blueprint/DVHA will also provide *Hubs* with information on the total cost of health care for MAT clients. There are specific categories of expenditures that *Hub* and Health Home services can impact, such as: duplicative lab tests; emergency room use for ambulatory care sensitive conditions; reduced inpatient days, and; more targeted

⁵ National Committee for Quality Assurance, Development of Specialty Practice Recognition, June 18, 2012.

use of residential treatment services. In addition, *Hubs* can provide tobacco cessation services and improve the coordination and management of chronic health conditions in collaboration with primary care providers and *Blueprint* Community Health Teams, all of which can help reduce the growth in health care expenditures.

Engagement and Recovery

Client engagement in services and continuity of treatment are important quality measures. *Hubs* are expected to maintain continuous and long-term relationships with clients. Programming will reflect the chronic and relapsing nature of addictions and be able to engage and re-engage clients in services. *Hubs* will also proactively assure that clients leaving their services have clinically appropriate referrals (e.g., to other *Hubs*, MAT prescribers, health care, housing, recovery and human services), that such referrals are completed, and that clients are not lost to contact.

Health Home Measures

The Centers for Medicare and Medicaid Services (CMS) require participating Health Home providers to report quality measures to the state. The purpose of these measures is to capture information on clinical outcomes, experience of care outcomes, and quality of care outcomes specific to the provision of Health Home services. Measure reporting is to be done through the use of health information technology when appropriate and feasible. The core measures that CMS is requiring follow:

CMS Core Set of Quality Measures

Topic Area	Measure	Measure Source/ Evidence Grade	Numerator/ Denominator	Potential Data Source
Adult BMI Assessment	% of individuals ages 18-74 who had an outpatient visit and had their BMI documented during the measurement year or year prior to measurement year	NCQA HEDIS	N: BMI documented during measurement year or prior year D: ages 18-74 with outpatient visit	Claims EMR
Ambulatory Care-Sensitive Condition Admission	Ambulatory care sensitive conditions: age-standardized acute care hospitalization rate for conditions where appropriate ambulatory care prevents or reduces the need for admission to the hospital, per 100,000 population under age 75	NQMC Rosenthal	N: total number acute care hospitalizations for ACSC for ages 75 and under D: total mid-year population for ages 75 and under	Claims
Care Transition – Transition Record Transmitted to Health Care Professional	Care transitions: percentage of patients, regardless of age, discharged from an inpatient facility to home or any other site of care for whom a transition record was transmitted to the facility or primary physician or other health care professional designated for follow-up care within 24 hours of discharge	NQMC NQF 648 Evid. Gr. 1	N: transition record was transmitted to facility, PCP or provider for follow-up care within 24 hours of discharge D: all patients discharged from inpatient facility to home/self care or any other care site	Claims Survey EMR
Follow-Up After Hospitalization for Mental Illness	Mental health: % of discharges for members ages 6 and older who were hospitalized for	NQMC NCQA/HEDIS CMS	N: outpatient visit, intensive outpatient encounter or partial	Claims

Topic Area	Measure	Measure Source/ Evidence Grade	Numerator/ Denominator	Potential Data Source
	treatment of selected mental health disorders and who had an outpatient visit, an intensive outpatient encounter, or partial hospitalization with a mental health practitioner within 7 days of discharge	NQF 576 Evid. Gr. 1	hospitalization with mental health practitioner within 7 days of discharge D: ages 6 and older discharged alive from acute inpatient setting with principal mental health diagnosis	
Plan – All Cause Readmission	For members ages 18 and older, the number of acute inpatient stays during the measurement year that were followed by an acute readmission for any diagnosis within 30 days and the predicted probability of an acute readmission	NCQA	N: number of Index Hospital Stays with readmission within 30 days for each age, gender and total D: number Index Hospital Stays for each age, gender and total	Claims
Screening for Clinical Depression and Follow-Up Plan	% of patients ages 18 and older screened for clinical depression using a standardized tool and follow-up documented	NQF 418	N: patients from denominator who have follow-up documentation D: all patients age 18 and older screened for clinical depression using standardized tool	EMR

In addition to reporting on the CMS core set of Health Home quality measures, states are required to develop measureable goals for their Health Home model and interventions, and *Hubs* must report data on these measures to the state to enable required reporting. For CMS, each quality measure should “feed the goals” and “tell the story of whether the goal was achieved” utilizing the core domains of:

- Quality of care
- Clinical outcomes
- Experience of care

At this time, AHS is considering including all CMS core quality measures as well as a subset of measures recommended by CMS for use with state-specific goals (below). Bidders should attest to their ability to collect data for these measures, enter appropriate documentation into the Registry and report on these measures at required intervals.

Proposed Quality Measures

Core Quality Measures	Other Quality Measures
<ul style="list-style-type: none"> • Adult BMI assessment • Admissions for Ambulatory Care Sensitive Conditions (ACSC) • Care Transition Record transmitted upon discharge to health care professional • Follow-up after hospitalization for mental 	<ul style="list-style-type: none"> • Alcohol misuse screening • Care Transition Record provided to and reviewed with patient upon discharge • Care transitions – medication reconciliation completed • ER visits

<p>illness</p> <ul style="list-style-type: none"> • All cause readmission within 30 days of discharge • Clinical depression screening and follow-up plan • Initiation and engagement of alcohol and other drug dependence treatment 	<ul style="list-style-type: none"> • Tobacco cessation screening • HIV/AIDS • Home health hospital admits • Age & gender appropriate health screenings (health maintenance measures set) • Treatment continuity in <i>Hub</i> and/or <i>Spoke</i> • Consistency of health insurance • Employment rate • Incarceration rate • Self management for any chronic condition (plan, goal, progress)
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HEALTH INFORMATION TECHNOLOGY and INTERFACE with CENTRAL CLINICAL REGISTRY

The *Blueprint for Health* uses a Central Clinical Registry named *Covisint DocSite* to provide the following functions:

- support individual patient care,
- help plan and manage care for subgroups of patients,
- support quality improvement and benchmarking at the provider, practice, and community level, and
- evaluate the impact of the overall program.

The Registry is comprised of several “condition measure sets” that contain the key data elements reflecting the process of caring for a given condition consistent with the best evidence-based standards. There are condition measure sets for age- and gender-appropriate health maintenance, hypertension, diabetes, coronary artery disease, and asthma. Additional sets are in development for depression and tobacco cessation. A measure set for the management of addictions and Medication Assisted Therapy for opioid dependence is also being developed for use by the *Hubs*.

The overall design is that the specific data elements are captured during the normal course of care in a provider’s Electronic Medical Record (EMR) and then populated in the Registry through an interface with the Vermont Health Information Exchange. Alternatively, providers may enter data directly into *Covisint DocSite*.

In addition, the Central Registry is used to track Community Health Team activities and referrals. An activity tracking module for the *Hub and Spoke* staff to document Health Home activities will be designed and *Hubs* will be expected to report Health Home activities in the Registry.

Hubs (and *Spoke* staff) will be expected to participate in the *Covisint Docsite Registry* for the addictions condition measure set and for tracking Health Home services.

ESTIMATED TARGETED CASELOAD

The Agency of Human Services developed caseload estimates for each of the regional *Hubs*. These estimates are based on recent claims for buprenorphine and methadone services and the historical growth trend in the buprenorphine program, for which access has not been restricted.

	<u>SFY '12</u> <u>Estimated</u>	<u>SFY '13</u>	<u>SFY '14</u>	<u>SFY '15</u>	<u>SFY '16</u>	<u>SFY '17</u>
<u>Washington / Lamoille / Orange</u> <i>Hub</i> Projected Caseload (Existing Methadone Program Converting to <i>Hub</i>)	118	268	337	361	385	409

	<u>SFY '12</u> <u>Estimated</u>	<u>SFY '13</u>	<u>SFY '14</u>	<u>SFY '15</u>	<u>SFY '16</u>	<u>SFY '17</u>
<u>Windham / Windsor</u> <i>Hub</i> Projected Caseload (Existing Methadone Program Converting to <i>Hub</i>)	185	218	274	303	327	351

	<u>SFY '12</u> <u>Estimated</u>	<u>SFY '13</u>	<u>SFY '14</u>	<u>SFY '15</u>	<u>SFY '16</u>	<u>SFY '17</u>
<u>Caledonia / Essex / Orleans</u> <i>Hub</i> Projected Caseload (Existing Methadone Program Converting to <i>Hub</i>)	175	194	229	253	271	289

2. ATTACHMENT B PROGRAM COSTS/PAYMENT PROVISIONS

The Agency of Human Services developed a staffing and cost model for *Hub* services based on the current methadone treatment services and with consideration of the new Health Home services. The model is scaled to serve 400 patients. A proposed *Hub* program with a projected case load of 185, for example, would essentially be 50% of the scale model below:

Hub Staffing Scale Model: (400 patients)		
Staffing	FTE cost	Cost for scale model
1 FTE Program Director	\$65,000	\$65,000
50% FTE MD	\$140,000	\$ 70,000
2 FTE RN Supervisors	\$85,000	\$170,000
3 FTE LPN Dispensing	\$50,000	\$150,000
8 FTE LADC/MA Counselors	\$55,000	\$440,000
2 FTE Case Managers	\$40,000	\$ 80,000
3 FTE Lab Technicians	\$40,000	\$ 120,000
2 FTE Office Admin	\$35,000	\$ 70,000
20% FTE Consulting Psychiatry	\$140,000	\$ 28,000
Total Salary		\$1,193,000
35% Fringe Benefits		\$ 417,550
Total Personnel Costs		\$1,610,550
Facilities		\$73,083
Overhead		\$684,552
Total estimated cost per 400 pts		\$2,368,185

ANTICIPATED PROGRAM SAVINGS and SHARED SAVINGS OPPORTUNITY

The Agency of Human Services (AHS) is designing a shared savings opportunity with participating *Hub and Spoke* providers. The working financial model projects savings in certain health care expenditure categories⁶ and reinvests those savings in the *Hub and Spoke* services and caseload growth. It is possible that the provision of more comprehensive and coordinated services will result in additional savings in health care expenditures and savings to other AHS programs such as Corrections costs. The AHS *Hub and Spoke* development team is working to model a shared savings opportunity based on:

- additional reductions in the total cost of health care services (all categories);
- reductions in days of incarceration;
- increases in the rates of employment.

2.1. INVOICES

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

2.1.1. Invoice will be in such form as may be required by the State and will contain the following:

2.1.1.1. Contract number (listed on the front page of the contract)

2.1.1.2. Contractor's signature

2.1.2. The invoice requirements apply to all the programs covered under this RFP.

⁶ The categories with projected savings in the current cost model are: pharmacy, lab, residential treatment, substance abuse inpatient, emergency room, substance abuse, mental health and physician outpatient claims.

APPENDIX A
REQUIRED GENERAL FORMS

**REQUEST FOR PROPOSAL
REGIONAL COMPREHENSIVE ADDICTIONS TREATMENT CENTERS**

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

VERMONT TAX CERTIFICATE AND INSURANCE CERTIFICATE

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

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

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

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

Quotation Valid for _____ Days _____ Date: _____

Name of Company: _____ Telephone Number: _____

Fed ID or SS Number: _____ Fax Number: _____

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

This is NOT AN ORDER

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

CERTIFICATIONS AND ASSURANCES

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

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

Signature: _____ Date: _____

Title: _____

RATE SHEET
(to be included in the proposal packet)

Company Name: _____

Contract Person for all RFPS: _____

Title: _____

Phone Number: _____

Mailing Address: _____

Program:

Proposed Rate(s)

(daily rate, if applicable)

APPENDIX B
REQUIRED COVER SHEET AND REPORTING FORMS

DEPARTMENT OF VERMONT HEALTH ACCESS

APPLICANT INFORMATION SHEET

(To be included in the proposal packet)

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

Applicant Organization: _____

Contact Person: _____

Title: _____

Mailing Address: _____

Town, State, ZIP: _____

Telephone: _____ Fax #: _____

E-mail Address: _____

Fiscal Agent (Organization Name): _____

FY Starts: _____ FY Ends: _____

Financial Contact Person: _____

Mailing Address: _____

Town, State, ZIP: _____

Telephone: _____ Fax #: _____

E-mail Address: _____

Federal Tax ID Number: _____

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

Name _____ Phone Number _____

SUMMARY OF FUNDS
(to be included in the proposal packet)

Organization Name _____
Fed ID # _____

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

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

SCHEDULE A: SUMMARY OF COSTS
BUDGET SUBMITTAL FORM

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

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

SCHEDULE A*: BUDGET SUBMITTAL FORM INSTRUCTIONS**General Instructions:**

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

Form A Detailed Instruction:**Lines 1-6 – Salaries**

1-5 – Enter position titles in Column B. Enter paid hours for the contract period in Column C. Enter total salary for each position for the contract period.

6 – Sum of lines 1 –5

Line 7 – Fringe Benefits

Enter the total fringe benefits to be paid for the total salaries on line 5 (*max 25% – 33%*)

Line 8 - % of Salaries

Line 7/Line 5

Lines 9-20 – Direct Operating

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

20 – Sum of lines 9-19.

Line 21 – Total Direct Costs

Sum of lines 6, 7, and 20.

Lines 22-26 – Indirect Allocations

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

26 – Sum of lines 22-25.

7). Line 27 – Total Costs**8.) Line 28 – Total number of direct service/supervision FTEs funded by this contract**

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

SCHEDULE B DETAIL OF EXPENSES

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

SCHEDULE C ALLOCATION OF EXPENSES

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

SCHEDULE D RELATED PARTY DISCLOSURE

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