DVHA Routing Form

Revision Date 5/1/12

Type of Agreement: **Grant** Agreement #: **03410-1100-13** Form of Agreement: **New** Amendment #:

Name of Recipient: **The Greater Burlington YMCA** Vendor #: **43353**

Program Manager : **Jenney Samuelson** Phone #: **802-872-7532**

Agreement Manager: **Kate Jones** Phone #: **802-879-8256**

Brief Explanation of Agreement: **The Greater Burlington YMCA and the State will work jointly to disseminate the evidence of the YMCA Diabetes Prevention Program (YMCA DPP) throughout Vermont.**

Start Date: **November 1, 2012** End Date: **October 31, 2012** Maximum Amount: **$90,922.00**

Amendments Only: Maximum Prior Amount: Percentage of Change:

Bid Process (Contracts Only): ☐ Standard ☐ Simplified ☐ Sole Source ☐ Statutory ☐ Master Contract SOW

Funding Source

Global Commitment 93.778	**$90,922.00**		

Contents of Attached Packet

☐ AA-14
☐ Sole Source Memo
☐ Qualitative/Justification Memo
☒ Attachments A, B, C & F
☒ Attachment D - Modifications to C & F
☒ Attachment E - Business Associate Agreement
☒ Attachment G - Academic Research
☐ MOU
☒ Other: **Attachment H**

Reviewer		Reviewer Initials	Date In	Date Out
DVHA Grant & Contract Administrator	**Kate Jones**	KJ	10/3	10/4
DVHA BO	**Jill Gould**		10/4/12	10/4/12
DVHA Commissioner or Designee	**Mark Larson, Commissioner**	NL	10.4.12	10.5.12
AHS Attorney General	**Seth Steinzor, AAG**	SJ		10/30/12
Following Approvals for Contracts Only:				
AHS CIO				
AHS Central Office				
AHS Secretary				

Vision Account Codes:

RECEIVED
NOV 01 2012
DEPARTMENT OF VERMONT HEALTH ACCESS

☐ FFATA Entry ☐ Grant Tracking Module Vision PO #: Initials & Date: Approval & B/C:

Received in BO

OCT 08 2012

PO Attached _____

Packing Slip _____

1. **Parties:** This is a Grant Agreement for services between the State of Vermont, Department of Vermont Health Access (hereafter called "State"), and The Greater Burlington YMCA with a principal place of business at 266 College Street, Burlington, VT, 05401 (hereafter called "Subrecipient"). It is the Subrecipient's responsibility to contact the Vermont Department of Taxes to determine if, by law, the Subrecipient is required to have a Vermont Department of Taxes Business Account Number.

2. **Subject Matter:** The subject matter of this Grant Agreement is to disseminate the evidence of the YMCA Diabetes Prevention Program (YMCA DPP) throughout Vermont. Detailed services to be provided by the Subrecipient are described in Attachment A.

3. **Maximum Amount:** In consideration of services to be performed by the Subrecipient, the State agrees to pay the Subrecipient, per payment provisions specified in Attachment B, a sum not to exceed $90,992.00.

4. **Grant Term:** The effective date of this Grant Agreement shall be November 1, 2012 and end on October 31, 2013. This contract may be renewed for an additional two (2) one (1) year terms beyond the original term of this contracts as agreed by both parties.

5. **Source of Funds:** Federal $ State $ Other- GC $90,992.00

6. **Federal Funds Information:**

   CFDA Title: Medical Assistance Program, Medicaid Title XIX
   CFDA Number: 93.778
   Award Name: Department of Vermont Health Access- Medicaid - Admin & Program
   Award Number: 1105VT5MAP
   Award Year: FFY12
   Federal Granting Agency: Department of Health and Human Services
   Research and Development Grant? Yes ☐ No ☒

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

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

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

	For the State	For the Subrecipient
Name:	Emily Trantum	Jan Riordan
Phone #:	802-879-5946	802-862-8993 ext. 134
E-mail:	emily.trantum@state.vt.us	jriordan@gbymca.org

10. **Fiscal Year:** Subrecipient's fiscal year starts on January 1 and ends on December 31.

11. **Attachments:** This grant consists of 22 pages including the following attachments which are incorporated herein:

    This document

Attachment A – Scope of Work to be Performed
Attachment B – Payment Provisions
Attachment C – Customary State Contract and Grant Provisions
Attachment D – Modifications of Insurance
Attachment E – Business Associate Agreement (not applicable to this grant)
Attachment F – AHS Customary Grant Provisions
Attachment G – Financial Report & Request for Grant Funds

Order of precedence of these documents shall be as follows:

1. Attachment D – Modifications of Insurance
2. Attachment C – Customary State Contract and Grant Provisions
3. Attachment A – Specifications of Work to be Performed
4. Attachment B – Payment Provisions
5. Attachment E – Business Associate Agreement (not applicable to this grant)
6. Attachment F – AHS Customary Grant Provisions
7. Attachment G – Financial Report & Request for Grant Funds
8. Other Grant Attachments (if any)

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

BY THE STATE OF VERMONT:

Oct 31, 2012

Date

E-SIGNed by Mark Larson
on 2012-Oct-31

Signature

Commissioner or Deputy
AHS/DVHA

BY THE SUBRECIPIENT:

Oct 31, 2012

Date

E-SIGNed by Mary Burns
on 2012-Oct-31

Signature

Mary Burns, CEO
The Greater Burlington YMCA

ATTACHMENT A
SCOPE OF WORK TO BE PERFORMED

The Subrecipient and the State will work jointly to disseminate the evidence of the YMCA Diabetes Prevention Program (YMCA DPP) throughout Vermont. Each organization will leverage their current infrastructures to make the program a success.

The YMCA DPP is a year-long, 24 session group self-management program for individuals with pre-diabetes or who are at risk for diabetes with a focus on preventing the on-set of disease.

The YMCA DPP will be disseminated free of charge to participants through the Blueprint Health Service Area (HSA) administrative entities and their self-management infrastructure. The HSA regional coordinators, with the exception of Chittenden County, are responsible for recruiting and enrolling participants, scheduling and employing lifestyle coaches, and coordinating the logistics of the program. The Subrecipient is responsible for obtaining the license agreement with the YMCA of USA, arranging training for the lifestyle coach and coordinator, providing technical assistance, developing marketing materials, and fidelity monitoring. In the case of Chittenden County, the Subrecipient will act as the regional coordinator.

Coordinate Training

The Subrecipient will coordinate at least 2 lifestyle coach trainings during the grant period. The Subrecipient will be responsible for: securing and paying for the expenses of the trainers, identifying space for the trainings, processing registrations, and handling any other logistics for the program.

Deliverable: At least 10 lifestyle coaches will be certified to lead the YMCA DPP in 7 or more of Vermont's 14 Health Service Areas.

Reporting/Documentation: The Subrecipient must provide the following: attendance forms with dates, list of trained lifestyles coaches and other attendees, dates attended organizational affiliation, and the HSAs they represent. Attendance forms are due within 5 business days of the conclusion of training.

Quality Data Collection

The State grants permission for the Subrecipient to monitor the input of YMCA DPP data, by the lifestyle coaches and regional coordinators, into the Mynetico data system currently housed by the YMCA. The Subrecipient will contact all regional coordinators and lifestyle coaches in order to complete any missing participant information.

The Subrecipient will ensure participant data is provided to the State in the requested format, including: demographic, attendance, and biometric/participant data.

Deliverable: At least 90% or required data elements will be captured in Mynetico. In addition, 95% of participation registration and attendance forms will be completed and delivered on time to the State.

Reporting/Documentation: All registration forms received by the State must be completed with the above mentioned participant data. The initial attendance sheet with registration information and first session attendance sheets are due no later than 5 business days after the first YMCA DPP session of each workshop. Attendance forms and YMCA DPP Evaluation Forms are due no later than 5 business days after the 16th and 24th YMCA DPP sessions.

Market Program
The Subrecipient will produce marketing materials necessary to advertise the program in the local Health Service Areas.

Reporting/Documentation: The Subrecipient will provide the following to the State: copies of marketing materials, numbers provided and to which HSA or organizations did these marketing materials advertise.

Fidelity Monitoring
The Subrecipient will audit all lifestyle coaches at least once during the first 5 sessions of their first YMCA DPP and annually thereafter. Feedback on the audit results will be discussed with each leader following the audit. Where necessary, corrective action plans will be developed with the leader, and a follow-up audit will be done to ensure corrective action has been taken. In the case of an underperforming leader who has not met the necessary corrective action, the Subrecipient will work with the State to revoke their certification to lead the YMCA DPP.

Deliverable: All leaders will be audited with a satisfactory score at least once during the first 5 sessions of their first workshop and annually thereafter.

Reporting/Documentation: Subrecipient must provide all audit forms to the State within 5 days of each audit. Subrecipient will be monitored on the percent of leaders' audit forms received on schedule.

Learning Health Systems Activities
The Subrecipient will work with the State to host monthly lifestyle coach/regional coordinator conference calls for 6 months following the initial training. This will be followed by calls every-other month thereafter. The Subrecipient will host an in-person lifestyle coach and regional coordinator meeting every 6 months. The agendas for the meetings will be jointly planned and approved by the State.

Deliverable: At least six conference calls and two in-person meeting during the first annual grant period and four conference calls and two in-person meetings in subsequent grant years.

Reporting/Documentation: The Subrecipient must provide meeting agendas and minutes which are due to the State and regional coordinators within 5 business days from the meeting.

Community Advisory Board
The Subrecipient will administer a community advisory board to provide advice on the deployment of the YMCA DPP. The advisory board will meet at least quarterly. The State and the YMCA may mutually agree to designate additional members to participate.

Reporting/Documentation: Meeting agendas and minutes must be submitted. These are due to the State and regional coordinators within 5 business days from the meeting.

Subrecipient Requirements
As a subrecipient of federal funds, the recipient is required to adhere to the following federal regulations:

A-110: "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations" (OMB Circular A-110);
A-122: "Cost Principles for Non-Profit Organizations" (OMB Circular A-122); and
A-133: "Audits of States, Local Governments and Non-Profit Organizations" (OMB Circular A-133)

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

ATTACHMENT B
PAYMENT PROVISIONS

The maximum dollar amount payable under this agreement is not intended as any form of a guaranteed amount. The Subrecipient will be paid for products or services actually performed as specified in Attachment A up to the maximum allowable amount specified in this agreement. State of Vermont payment terms are Net 00 days from date of receipt of invoice; payments against this grant will comply with the State's payment terms. The payment schedule for delivered products, rates for services performed, and any additional reimbursements are included in this attachment. The following provisions specifying payments are:

YMCA DPP Coordinator Salary and Benefits: The community based self-management budget supports the salary and benefits of the state YMCA DPP coordinator and all other expenses necessary to implement the workshops including marketing materials. The Subrecipient shall invoice the State monthly up to the sum of $3,632.67 for self-management program activities based on expenses incurred and completion of grant deliverables.

YMCA DPP Milestones: The annual enrollment goal for the YMCA DPP is 200 people. The Subrecipient may invoice the State for milestone payments of $1,250 when they reach: 50 registrants; 100 registrants; 150 registrants; and more than 200 registrants for a total not to exceed $5,000 over the grant year. A registrant is an individual who expresses intent to participate in and enrolls in a workshop.

Data Collection: The Subrecipient may invoice the State $32 for each registrant in the program who is both entered into the Mynetico data collection system and for whom the State has received registration information in the format designated by the State.

Completer Payments: For any YMCA DPP hosted directly by the Subrecipient, they shall be paid $200 per participant who completes 9 or more sessions. Each YMCA DPP shall enroll at least 10 registrants to be eligible for payment. Completer payments for the YMCA DPP will only be issued after all required data and paperwork for a workshop is received by the State.

Leader Stipend: The Subrecipient may invoice the state $1,500 for any workshop which is led by a Greater Burlington YMCA employed lifestyle coach.

Training and Travel: The Subrecipient will invoice the State monthly for actual expenses incurred for approved trainings, consultations, and travel not to exceed $5,000 during the grant time period. All travel claims will be reimbursed at the State required per diems and limits as outlined in Bulletin 3.4 (http://aoa.vermont.gov/sites/aoa/files/pdf/AOA-Bulletin_3_4.pdf). Please refer to the Expense Reimbursement Rates page located at: http://humanresources.vermont.gov/benefits/compensation/expense_reimbursement_rates

The Subrecipient will be paid up to the maximum amount allocated for each budget line item contained in the included budget.

Invoicing and Financial Reports: The Subrecipient will invoice the State using an approved invoice form monthly, on or before the 15th, for expenses incurred during the prior month. All documentation/reporting for activities completed during the month for which an invoice is presented are due with or prior to the invoice. A final financial report will be due no later than 30 days after the end date of the grant. The final financial report will report actual approved expenditures against payments received.

All reports and documentation related to this grant should be submitted in electronic format. Reports should reference this grant number and be submitted to:

Jenney Samuelson
Blueprint Assistant Director
Department of Vermont Health Access
312 Hurricane Lane
Suite 201
Williston, Vermont 05495-2806
Jenney.Samuelson@state.vt.us

An electronic copy of all reports and a **hard copy of invoices with original signature** should be sent to:

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

The State reserves the right to withhold part or all of the grant funds if the State does not receive timely documentation of the successful completion of grant deliverables. Remaining unspent funds at the end of the grant year can be formally requested to be rolled over into the subsequent year by contacting both contacts above. This carryover of funds will be awarded through a grant amendment or the following year's new grant award.

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

Approved Budget for November 1, 2012 to September 30, 2013:

Program Coordination	$ 43,592
Milestone Payment	$ 5,000
Mynetico	$ 6,400
Cost Per completer to run workshop	$ 16,000
Leader Stipend	$ 15,000
Travel	$ 5,000
Expense Total	**$90,992.00**

If the Subrecipient expends less than the budgeted amount to accomplish the work outlined in the 2012/2013 Scope of Work to be Performed, then the maximum amount of the grant for the subsequent grant period November 1, 2012 to October 31, 2013 will be reduced by administrative letter to reflect the unexpended funds in the first annual period.

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, Subrecipient 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 *$____N/A_____* per occurrence, and *$____N/A___* aggregate.

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

9. **Requirement to Have a Single Audit:** In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, 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.

ATTACHMENT E
BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("Agreement") is entered into by and between the State of Vermont Agency of Human Services, operating by and through its Department of Vermont Health Access ("Covered Entity") and The Greater Burlington YMCA ("Business Associate") as of November 1, 2012 ("Effective Date"). This Agreement supplements and is made a part of the grant to which it is attached.

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

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, 42 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 grant 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 3 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) becomes 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 individual(s), 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 has been the subject of the Breach. When requested to provide notice, Business Associate shall consult with Covered Entity about the timeliness, content and method of notice, and shall receive Covered Entity's approval concerning these elements. The cost

of notice and related remedies shall be borne by Business Associate.

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 agreement 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 the grant without liability or penalty if Business Associate does not cure the breach within the time specified by Covered Entity; or (b) immediately terminate the grant without liability or penalty if Covered Entity believes that cure is not reasonably possible; or (c) if neither termination nor cure are feasible, Covered Entity shall report the breach to the Secretary. Covered Entity has the right to seek to cure any breach by Business Associate and this right, regardless of whether Covered Entity cures such breach, does not lessen any right or remedy available to Covered Entity at law, in equity, or under the grant or letter of agreement, 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 the grant or letter of agreement shall return or destroy, at the discretion of the Covered Entity, all PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity pursuant to this grant or letter of agreement 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.

6.2 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. <u>Miscellaneous.</u>

17.1 In the event of any conflict or inconsistency between the terms of this Agreement and the terms of the grant, the terms of this Agreement shall govern with respect to its subject matter. Otherwise, the terms of the grant or letter of agreement 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 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.

ATTACHMENT F
AGENCY OF HUMAN SERVICES' CUSTOMARY GRANT PROVISIONS

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

2. **2-1-1 Data Base:** The Subrecipient 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 Subrecipient 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 Subrecipients**:

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

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

   Inspect and audit any financial records of such Subrecipient or subSubrecipient.

   Subcontracting for Medicaid Services: Having a subcontract does not terminate the Subrecipient, 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 Subrecipient or subSubrecipient and provide for revoking delegation or imposing other sanctions if the Subrecipient or subSubrecipient's performance is inadequate. The Subrecipient agrees to make available upon request to the Agency of Human Services; the Department of Vermont Health Access; the Department of Disabilities, Aging and Independent Living; and the Center for Medicare and Medicaid Services (CMS) all grants and subgrants between the Subrecipient and service providers.

   Medicaid Notification of Termination Requirements: Any Subrecipient 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 Subrecipient 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 Subrecipients 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 Subrecipient 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 Subrecipients and subSubrecipients receiving federal

funds must assure that persons with limited English proficiency can meaningfully access services. To the extent the Subrecipient 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 Subrecipient 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 Subrecipient will assure a drug-free workplace in accordance with 45 CFR Part 76.

7. **Privacy and Security Standards.**

   Protected Health Information: The Subrecipient 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 grant. The Subrecipient 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 Subrecipient or subSubrecipient 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 Subrecipient agrees to comply with the requirements of AHS Rule No. 08-048 concerning access to information. The Subrecipient 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 Subrecipient shall ensure that all of its employees and subSubrecipients 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 Subrecipient 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 Subrecipient 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 Subrecipient will check the Adult Abuse Registry in the Department of Disabilities, Aging and Independent Living. Unless the Subrecipient holds a valid child care license or registration from the Division of Child Development, Department for Children and Families, the Subrecipient 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 Subrecipient 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 Subrecipient 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 Subrecipient or subSubrecipient, shall have full and complete ownership of all software computer programs, documentation and/or source codes developed.

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

    If the Subrecipient is operating a system or application on behalf of the State of Vermont, then the Subrecipient 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 Subrecipient's materials.

11. **Security and Data Transfers.** The State shall work with the Subrecipient 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 Subrecipient of any new policies, procedures, or protocols developed during the term of this agreement as they are issued and will work with the Subrecipient to implement any required.

    The Subrecipient 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 Subrecipient 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 Subrecipient 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 Subrecipient shall securely delete data (including archival backups) from the Subrecipient's equipment that contains individually identifiable records, in accordance with standards adopted by the Agency of Human Services.

12. **Computing and Communication:** The Subrecipient 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 Subrecipient as part of this agreement. Options include, but are not limited to:

    1. Subrecipient's provision of certified computing equipment, peripherals and mobile devices, on a separate Subrecipient'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 Subrecipient.

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 Subrecipient 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 Subrecipient 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.

    Subrecipients 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 H
DEPARTMENT OF VERMONT HEALTH ACCESS
FINANCIAL REPORT & REQUEST FOR FUNDS

SUBRECIPIENT'S NAME & ADDRESS: _____

CONTACT PERSON: _____ DAY PHONE #: _____

FEDERAL ID #: _____ GRANT#: 03410-_____

PERIOD COVERED: _____ TO _____ IS THIS A FINAL REPORT? YES ____ NO ____

SECTION I: GRANT AWARD AMOUNT	GRANT FUNDS
AWARDED AMOUNT	$ _____
IV. SECTION II: RECEIPTS	
1. FUNDS RECEIVED PRIOR TO THIS PERIOD	$ _____
2. FUNDS RECEIVED DURING THIS PERIOD	$ _____
3. TOTAL RECEIVED TO-DATE (1 + 2 = 3)	$ _____
V. SECTION III: EXPENDITURES	
1. FUNDS EXPENDED PRIOR TO THIS PERIOD	$ _____
2. FUNDS EXPENDED DURING THIS PERIOD	$ _____
3. TOTAL EXPENDITURES TO DATE (1 + 2 = 3)	$ _____
VI. SECTION IV: BALANCE	
1. TOTAL RECEIPTS (SECTION II, LINE 3)	$ _____
2. LESS TOTAL EXPENDITURES (SECTION III, LINE 3)	$ _____
3. TOTAL ON HAND (1 – 2 = 3)	$ _____
VII. SECTION V: REQUEST FOR FUNDS	
ADDITIONAL CASH REQUESTED (ADVANCE FUNDS **MUST NOT** EXCEED 90 DAYS PROJECTED EXPENSES LESS CASH ON HAND)	$ _____

APPROVALS FOR PAYMENT:

SIGNED BY:
SUBRECIPIENT: _____ DATE _____

TITLE: _____
The Subrecipient certifies that the invoiced amounts have been spent on allowable activities and purposes in accordance with the grant agreement.
The Subrecipient agrees to produce, on request, the source documents upon which this invoice is based.

DVHA GRANT MANGER: _____ DATE _____

DVHA BUSINESS OFFICE: _____ DATE: _____
The DVHA Business Office processed this invoice for payment on signed date.

Shaded area for coding/business office use PO#_____

FINANCIAL REPORTING INSTRUCTIONS

Please Note: Only report for the current grant – do not include other grant information. Report for the Grant Number on the form.

TAX ID # OR FEDERAL ID #: This is your organization's number assigned by the federal government.

SUBRECIPIENT NAME & ADDRESS: Name and mailing address of the Subrecipient's fiscal agent only. This must be the same name and address as shown on the award document.

CONTACT PERSON: Name of the person who can answer questions about the financial form.

DAY PHONE #: Day-time phone number for the Subrecipient's Project Contact Person.

PROJECT TITLE: Title of project (if any) as it appears on the grant application.

GRANT NUMBER: Number of the grant as it appears in the grant award document.

PERIOD COVERED: State the quarter the report covers (e.g., July 1, 2009 to September 30, 2009).

FINAL REPORT: Answer "Yes" only if this is the last financial report that you are submitting for this particular grant award. NOTE: A final report must show all grant money has been received and spent or the unspent balance must be returned to DCF by check payable to "Dept. for Children & Families".

SECTION I – GRANT AWARD AMOUNT: State awarded amount – indicate the total grant award.

SECTION II-RECEIPTS:

1. Grant Funds Received Prior to this Quarter or 6 month Period: Indicate the amount of grant funds received prior to the quarter or six month period of this grant period only.
2. Grant Funds Received During this Quarter or 6 month Period: Indicate the amount of grant funds received during the quarter or six month period you are reporting on.
3. Total Received to Date: Add the figures from lines 1 and 2 and enter that figure on Line 3.

SECTION III-EXPENDITURES:

1. Grant Funds Expended Prior to this quarter or 6 month Period: Indicate the grant funds that you spent prior to this quarter or six month period which you are reporting on.
2. Grant Funds Expended During this quarter or 6 month Period: Indicate the grant funds that you spent during the quarter or 6 month period you are reporting on.
3. Total Expenditures to Date: Add the figures from lines 1 and 2 and enter that figure on line 3.

SECTION IV-BALANCE:

1. Total Receipts: Enter the figure from line 3 in Section II.
2. Less Total Expenditures: Enter the figure from line 3 in Section III.
3. Total On Hand: Subtract line 2 from line 1 and enter that figure on line 3. If you have a negative balance, put parentheses around the figure.

SECTION V-REQUEST FOR FUNDS:

Additional Cash Requested: To request grant funds, you must put the dollar amount you are requesting on this line. Requests for advance funds must not exceed 90 days projected expenses (i.e., on this line, 90 days projected minus cash on hand).