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DATE: May 20, 2015

STATE OF VERMONT

DEPARTMENT OF VERMONT HEALTH ACCESS

HEALTH BENEFIT EXCHANGE - VERMONT HEALTH CONNECT

NOTICE OF APPLICATION

RFP # 03410-157-15

TITLE: NAVIGATOR ORGANIZATION GRANTS

FISCAL YEAR 2016

PROJECT PERIOD: JULY 1, 2015 – JUNE 30, 2016

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Applicant Checklist

This list is provided to ensure a complete and viable application.

Required Elements of Application

- Applicant Information
 - Application Cover Page (Appendix A)
 - Provides organization information
 - Clearly identifies funding amount requested
 - Provides contact information
 - Information about all applicant organization locations at which Navigator services will be provided (Appendix B)
 - Partner Organization Information (Appendix C)
- Proposal Narrative
 - Target Population(s) and Goals (no more than 1 page)
 - Outreach and Education (no more than 2 pages)
 - Relationships with Eligible Populations (no more than 2 pages)
 - Management of Navigators (no more than 2 pages)
 - Familiarity with the Health Care System (no more than 1 page)
- Budget
- Attachments
 - Résumés of Navigator and other program staff
 - Navigator job description
 - Additional relevant information, as applicable (optional)

Timeline

The expected timetable, including the application deadline and other important dates, is set forth below. Please note that there is a two-week turnaround for submitting proposals under this bid. Upon vendor selection, it is imperative that the State and Vendor negotiate and agree upon the terms of the grant no later than June 12, 2015 at noon. By submitting a proposal for this bid, Vendors agree to this timeline.

Application Posted	May 20, 2015
Deadline for Questions	May 26, 2015
Answers Posted	May 28, 2015
Application Deadline	June 3, 2015
Selection Notifications	June 8, 2015
Commencement of Grant Agreement	July 1, 2015
Navigator Training (Existing Navigators)	July – September 2015
Navigator Training (New Navigators)	July – September 2015
Open Enrollment for 2015	November 1, 2015 – January 31, 2016
End of Grant Agreement	June 30, 2016

Background

In March 2010, the Patient Protection and Affordable Care Act (ACA) was enacted by the United States Congress and signed into law by the President. The law required each state have a Health Benefit Exchange (Marketplace) starting in 2014. In May 2011, the Vermont legislature passed H.202, which became Act 48 when Governor Shumlin signed it into law. This legislation established the State's Health Insurance Marketplace, now known as Vermont Health Connect.

Vermont Health Connect is preparing to enter its third year as the place for individuals and families to compare public and private health plans and select options that fit their needs and budgets. It is also the place where many Vermonters can access federal tax credits and cost-sharing reductions to help pay for the cost of their coverage.

In Vermont Health Connect's second year, Navigators exhibited tremendous flexibility and dedication as Vermont Health Connect continued to develop its systems and contended with evolving policy guidelines. Much of the success of Vermont Health Connect experienced in its second year can be attributed to the hard work of Navigators and Navigator Organizations.

Vermont Health Connect will continue to provide this in-person assistance through its Navigator Program for the period July 1, 2015 through June 30, 2016.

The Need for Navigators

Although many Vermonters use the Vermont Health Connect website to independently find, compare, and self-enroll in Qualified Health Plans (QHPs) or public health insurance programs, many individuals and small businesses require the in-person assistance provided by a Navigator to understand the options available and to apply for health coverage.

Navigators are employed only by designated Navigator organizations, which are responsible for the selection, management, oversight and performance of individual Navigators. Navigator organizations will be accountable for ensuring that individual Navigators are competent, professional and have the appropriate skills to adequately fulfill Navigator duties.

In addition to assisting with completing the on-line application and enrolling in health coverage, Navigator organizations will be expected to be a resource for educating Vermonters about health insurance terminology and plan structure (e.g., deductibles, copays, coinsurance, etc.), the importance of maintaining coverage and restrictions on re-enrollment if coverage lapses, how to use health insurance and the health care system, acting as a resource and making referrals for other Vermont benefit programs, and assisting their customers with finding a primary care provider/medical home, as needed. Vermont Health Connect will continue to utilize Navigators to conduct outreach and education in their communities to educate the public about Vermont Health Connect, the coverage options available and enrollment periods and deadlines.

Vermont Health Connect aims to continue to make high quality health coverage accessible to many Vermonters in the coming year.

Expectations for Open Enrollment (November 1, 2015 – January 31, 2016)

During open enrollment for the 2016 coverage year, the following populations will need to be enrolled through Vermont Health Connect:

- Those individuals who enrolled in either a qualified health plan (QHP) or Medicaid in 2015 and need to renew their coverage for 2016 include:
 - Uninsured
 - New Vermonters
 - Change in circumstance
 - New Americans
 - Refugees
 - Young invincible' s
 - Vulnerable populations
 - Medicaid eligible

Expectations Outside of Open Enrollment

Prior to the start of open enrollment, we anticipate that during the period July through October 2015, Vermonters who were enrolled in Medicaid and Dr. Dynasaur prior to the launch of Vermont Health Connect will need to newly apply through Vermont Health Connect as their existing plans come due for review. We will rely on Assisters to provide in person assistance to this population to help them enroll in Medicaid, or for a qualified health plan if their income now makes them ineligible for Medicaid.

Throughout the grant year, Medicaid and Dr. Dynasaur reviews will continue for enrollees on an annual rolling basis, at which time applicants will need to apply through Vermont Health Connect to have their eligibility re-determined and to enroll in continued coverage.

In addition, Vermonters who lose health coverage or have other “qualifying events” will be eligible to enroll through Vermont Health Connect outside the designated open enrollment period. Navigators will serve as resource to these individuals to educate about their coverage and enrollment options.

Finally, provide resources and referral to other Vermont benefits programs.

Available Funds

Applicants can apply for up to \$200,000. Funding will be available July 1, 2015 through June 30, 2016, and is **subject** to federal or state funding availability. We do not anticipate receiving any federal funding to support Navigators.

Applicants are required to apply for a specific funding tier that aligns with their grant request and scope of their reach. Organizations may submit only one application.

Tier I: Up to \$40,000

Applicants seeking funding up to \$40,000 will be required to identify the target population(s) to which they intend to provide assistance. Target population must include the geographic area to be served that must be local or regional, and, as applicable, specific target population(s). For example, an applicant might propose to focus on a particular group of individuals, such as refugees and new Americans, homeless, young adults, disabled Vermonters, or other audiences that may require targeted and/or tailored outreach and enrollment assistance. The applicant must make the case for why

any particular target group identified in their application needs specialized assistance and explain why their organization is best positioned to reach this population.

Navigator organizations that choose to focus on a specialized population in their application will be required to track engagement with this specific population (outreach activities/events targeting this population, applications submitted and enrollments completed among this population), so that the extent to which the target population identified in the applicant's proposal is served can be evaluated throughout the grant year.

Organizations funded at this level will, in addition to providing direct Navigator services, demonstrate the organizational capacity to play a significant promotional role in Vermont Health Connect outreach and education efforts and collaborate with Tier II Navigator organizations. Organizations will be expected to be strategic partners with Vermont Health Connect and will collaborate in engaging with and coordinating the efforts of other Navigator Organizations and of other state and local partners. Representatives from Tier II organizations may be asked to serve on a Navigator Program Advisory Committee that will meet through phone/web conference calls monthly and quarterly in-person meetings. In-person meetings will generally take place at in a state office, but other locations will be considered based on the geographic spread of Tier I and Tier II organizations.

Tier II: \$200,000

Applicants seeking funding up to \$200,000 will serve as statewide organizations and must also identify the target population to be served. Additional Tier II organizations are required to demonstrate their ability to provide in-person assistance throughout the state of Vermont. Organizations funded at this level will, in addition to providing direct Navigator services, demonstrate the organizational capacity to play a significant promotional role in Vermont Health Connect outreach and education efforts and in the support of Tier I Navigator organizations. Organizations will be expected to be strategic partners with Vermont Health Connect and will take a lead role in engaging with and coordinating the efforts of other Navigator Organizations and of other state and local partners. Tier II organizations will also be expected to act as a resource to other Navigator organizations. Representatives from Tier II organizations will be asked to serve on a Navigator Program Advisory Committee that will meet through phone/web conference calls bimonthly and quarterly in-person meetings. In-person meetings will generally take place at in a state office, but other locations will be considered based on the geographic spread of Tier II and Tier II organizations.

All Navigator Organizations (Tier I, Tier II) will be expected to play active roles in community outreach/enrollment activities such as community forums, enrollment events, promoting Vermont Health Connect through email lists and all other available communication tools, engagement of local organizations, and participation in local community events. Navigator Organizations will be expected to coordinate with VHC to assist with the planning and staffing of VHC enrollment events. Navigator organization participation in no less than two events per quarter are required, and may necessitate evening and/or weekend availability. Navigator organizations are expected to plan their staffing needs accordingly for participation in these events.

Anticipated Funding Awards

In addition to seeking broad geographic representation among grantees, Vermont Health Connect will specifically seek to fund organizations that:

- Vulnerable and underserved populations
 - Serve the immigrant/refugee population
 - Serve those with disabilities
 - Serve low-income Vermonters
- Have demonstrated capacity to reach the “young invincible” 18-34 year old population

Partnerships

Organizations can and are encouraged to partner with other organizations to submit one application – and are encouraged to do so if their capacity alone cannot meet Navigator organization duties and requirements. However, all applications must be submitted by a prime applicant. The prime applicant will hold the contract with the State and be responsible for reporting and oversight of Navigators. Organizations that are a primary applicant on one application may not also be identified as a partner on another application. Applicants who partner with other organizations must describe the compensation and reporting relationship with the partner organization(s), as well as a description of the expected Navigator staffing at the partner organization. Grantees will be required to provide the state with a copy of agreement(s) with the partner organization(s) that delineate the expectations for work under the Navigator grant.

Navigator Organization Duties and Criteria

Navigator Organizations support operations, management, reporting and compensation of Navigators. Navigator Organizations will interact directly with Vermont Health Connect on their work-plan and activity reporting.

Navigator Organizations are responsible for:

- Recruiting and assigning qualified personnel to be trained and certified as Navigators by Vermont Health Connect;
- Evaluating and managing performance of Navigators;
- Ensuring that Navigator staff have the appropriate technological skills and equipment to complete on-line applications through Vermont Health Connect;
- Obtaining a State of Vermont criminal conviction report on each Navigator and keeping on file. If the prospective Navigator has not resided in the state of Vermont for the past five consecutive years, then an FBI criminal background check is required;
- Ensuring that only certified Navigators are providing direct enrollment assistance;
- Leveraging connections with key target populations to boost Vermont Health Connect’s outreach efforts;
- Providing monthly reports detailing completed outreach, education, and enrollment efforts and plans for the coming month;
- Attending quarterly Navigator Organization summits to engage in program planning, share lessons learned, collaborate on strategies to address shared challenges, and provide feedback to Vermont Health Connect;
- Managing grant funding and compensation of Navigators, if applicable; and
- Notifying VHC immediately if a Navigator terminates employment with Navigator organization.

In addition, Navigator Organizations must:

- Demonstrate existing relationships, or ability to readily establish relationships, with Marketplace-eligible populations;
- Conduct outreach and education for Vermont Health Connect as outlined above, including:
 - Participating in the planning and staffing of enrollment events in collaboration with the VHC Outreach Manager;
 - Providing a visible Vermont Health Connect presence at community venues, events, fairs and/or festivals at least five times during grant period;
 - Coordinating with geographically overlapping Navigator organizations to avoid duplication of effort;
 - Identifying locations and dates for Vermont Health Connect events in the communities they serve; and,
 - Placing Vermont Health Connect materials in markets, community centers, faith institutions, and other physical and online venues that their target population frequents;
- Demonstrate familiarity with the Vermont health care system;
- Confirm there are no conflicts of interest;
 - Provide a written plan to remain conflict of interest free
- Demonstrate ability to meet privacy and security standards;
- Be a registered business in Vermont; and
- Be able to maintain a physical presence in Vermont, so that face-to-face assistance can be provided to customers; and
- Demonstrate good standing with Vermont Tax Department (certified after selection).

In addition to the above, Navigator organizations will be expected to organize their own outreach and enrollment events in conjunction with other partners and will coordinate outreach activities with Vermont Health Connect and other Navigator organizations to prevent duplication of effort across Navigator organizations.

Navigator Duties and Criteria

Navigators will assist Vermonters—individuals and small businesses—in understanding their health coverage options, provide them with fair and impartial information regarding plans, and help them apply for plans that best fit their needs. This includes providing assistance in applying for coverage through the range of private plans that are offered on Vermont Health Connect, as well as public programs such as Medicaid and Dr. Dynasaur. In addition, Navigators are expected to educate their customers about health insurance terminology and structure (e.g., deductibles, copays, coinsurance, etc.), the importance of maintaining coverage and restrictions on re-enrollment if coverage lapses, how to use health insurance and the health care system, and provide assistance with finding a primary care provider/medical home.

Navigators should have the knowledge and resources to support and refer their clients to other state and community programs from which they may benefit, such as Ladies First, Veterans' Programs, other assistance programs, etc.

As determined by state and federal law, the functions of a Navigator are to:

- Maintain expertise in eligibility, enrollment, and program specifications and conduct public education activities to raise awareness about Vermont Health Connect;

- Provide information and services in a fair, accurate and impartial manner; such information must acknowledge other health programs;
- Facilitate selection of a qualified health plan (QHP) and/or Medicaid and Dr. Dynasaur;
- Provide referrals to any applicable office of health insurance consumer assistance or health care advocate established under section 2793 of the PHS Act, or any other appropriate State agency or agencies, for any enrollee with a grievance, complaint, or question regarding their health plan, coverage, or a determination under such plan or coverage; and
- Provide information in a manner that is culturally and linguistically appropriate to the needs of the population being served by the Marketplace, including individuals with limited English proficiency, and ensure accessibility and usability of Navigator tools and functions for individuals with disabilities in accordance with the Americans with Disabilities Act and section 504 of the Rehabilitation Act.

Individual Navigators must:

- Be employed by a Navigator Organization;
- Be a high school graduate; Bachelor's Degree or higher preferred;
- Have prior education or employment experience that is relevant to the Navigator role;
- Agree to a State of Vermont or federal criminal conviction report per the requirements outlined above under Navigator Organization responsibilities;
- Be very comfortable using technology and web-based applications and in assisting others with completing an electronic application;
- Obtain a signed consent form from each customer they assist with completing the on-line application and submit consent forms to the State of Vermont;
- Complete training program and pass certification exam;
- Agree to attend additional training as required by Vermont Health Connect to maintain certification;
- Confirm there are no conflicts of interest, and disclose any current or former relationships in the last 5 years with any health insurance or stop loss insurer, or subsidiary, or any existing employment relationship between a health insurer and the individual's spouse or domestic partner.

New Navigators will be certified for one contract year upon completion of training and certification requirements. Existing Navigators will be re-certified for the contract year contingent upon their continued ability to meet Navigator requirements as specified for the upcoming grant year and the completion of additional training requirements.

Navigator Certification Training Requirements

New Navigators will be required to complete Navigator training program and pass a certification exam. Training for new Navigators may be provided through a combination of in person, remote/videoconferencing and on-line training. Certification is a three-step process:

1. Complete full Navigator Training (approximately 24 hours)
2. Pass a written exam
3. Return any compliance documents required by VHC
4. Sign the VHC Assister Code of Conduct

Accounts on the Vermont Health Connect portal are only provided to those who meet certification requirements. An account on the portal allows the Navigator to complete the Vermont Health Connect application on customers' behalf.

Existing Navigators will be required to complete additional training to maintain their certification for the 2015-2016 grant years. Continuing education for existing Navigators will be conducted June through September 2015 and may include a combination of in-person, remote/videoconferencing and on-line courses.

Over time, new regulations and information pertaining to Vermont Health Connect may be released and it will be important for Navigators to be aware of those changes or updates. Pending how much new information is available, it is estimated that Navigators may be required to complete an additional 4-12 hours of training over the course of the grant year to maintain their certification.

Evaluation of Navigator Organizations

Navigator Organizations will be responsible for monthly reporting to Vermont Health Connect. Reports will include:

- Specific outreach and education activities conducted, number of individuals reached per activity, and the perceived success of each activity
- Number of applications assisted/completed by Navigators
- Number of enrollments (plan selection) assisted/completed by Navigators
- Number of individuals served for education/consultation
- An average of time spent with customer
- Identified community partnerships
 - Description of partnerships
 - Length of partnership
- Qualitative reporting on successes, challenges, observations – including:
 - Relationships with population/community organizations
 - Contact with/collaboration with other Navigator organizations
- Work-plan for the coming quarter – including upcoming events, community meetings, etc.

Reports will be reviewed each month for progress against engagement and enrollment goals set in the contract. Vermont Health Connect will provide summary data regarding performance to Navigator organizations on a quarterly basis. Additionally site visits and bi-annual grant meetings will be held to establish an in-person relationship with Navigator organizations.

Finally, Vermont Health Connect will conduct customer satisfaction surveys with Vermonters regarding their experience with Vermont Health Connect, including with their Navigator, if applicable. These surveys will be used to evaluate individual Navigator performance, and thus, overall Navigator Organization performance. Methodology for customer satisfaction surveys is under development and may require participation by Navigator organizations to distribute surveys to their customers.

Submission Information and Deadline

Questions

Questions regarding this application will be accepted only through 3:00 PM on Tuesday, May 26, 2015 and must be submitted via email to: Meaghan.Kelley@state.vt.us.

Questions and answers will be posted on the Department of Vermont Health Access website at: <http://dvha.vermont.gov/administration/2013-requests-for-proposals> by 4:00 PM on Thursday, May 28, 2015.

Submission

Three hard copies via U.S. mail *and* an electronic copy via email of the application must be submitted – no faxed submissions will be accepted. Both hard copies and electronic copies must be received by 3:00 PM on Wednesday, June 3, 2015. Late submissions will not be accepted.

Mail applications to:

Vermont Health Connect
Department of Vermont Health Access
312 Hurricane Lane, Suite 201
Williston, VT 05495
ATTENTION: Meaghan Kelley

Email electronic copy to:

Meaghan.Kelley@state.vt.us

DVHA does not assume responsibility for any problems in mail or delivery, either within or outside DVHA.

Selection, Notification, and Additional Requirements

A review team will evaluate applications based on responsiveness to the needs identified in this application. Funding decisions will also consider the extent to which statewide coverage for Navigator services will be achieved. The review team will forward its recommendations to the Commissioner of the Department of Vermont Health Access, for final review and determination.

After selection, successful applicants will be expected to complete a Vermont Tax and Insurance Certification form and confirm their ability to meet Vermont Health Connect privacy and security standards and Navigator Conflict of Interest Framework. The privacy and security standards will be based on the “Nationwide Privacy and Security Framework for Electronic Exchange of Individually Identifiable Health Information” and its core principles of individual access, correction, openness and transparency, individual choice, collection, use, and disclosure limitation, data quality and integrity, safeguards, accountability (see <http://www.healthit.gov/sites/default/files/nationwide-ps-framework-5.pdf>). The Navigator Conflict of Interest Framework can be found in Appendix D.

DVHA will notify all applicants in writing of selection of the apparently successful applicant(s). DVHA will notify all applicants when the grant(s) resulting from this application are signed by posting to the DVHA public page: <http://dvha.vermont.gov/administration/grants>

If the apparently successful applicant(s) refuses to sign the agreement within ten (10) business days of delivery, DVHA may cancel the selection and award to another applicant(s).

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

DVHA will allow for up-front payment for estimated start-up costs. The grant will then move to monthly expenditure reporting and invoicing, with invoicing based on actual expenditures incurred. If applicants have a suggested alternate payment structure, please propose with the application.

Compliance and Reporting Requirements

As a responsible steward of federal funding, the state, through the Agency of Human Services, Department of Vermont Health Access (DVHA), monitors its sub-recipients utilizing the following monitoring tools:

- 1) Ensure that sub-recipient is not disbarred/suspended or excluded for any reason
- 2) Sub-award agreement
- 3) Sub-recipient meeting and regular contact with sub-recipients
- 4) Required pre-approval for changes to budget or scope of grant
- 5) Quarterly financial reports
- 6) Bi-annual programmatic reports
- 7) Audit
- 8) Desk Reviews
- 9) Site audits

In its use of these monitoring tools, the State emphasizes clear communication to ensure a feedback loop that supports sub-recipients in maintaining compliance with federal requirements. The State may at any time elect to conduct additional sub-recipient monitoring. Sub-recipients therefore should maintain grant records accurately in the event that the State exercises this right. The State may also waive its right to perform certain sub-recipient monitoring activities. If, at any time, the State waives its right to certain sub-recipient monitoring activities, it will note which activities were not completed and the reasons why that activity was not necessary. Each of the monitoring tools and policies regarding their use are described in detail below.

1) Sub-recipient Status

When signing the sub-award agreement, Sub-recipient's certify that neither the Sub-recipient nor Sub-recipient 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.

Additionally DVHA will utilize the Excluded Parties List System (www.epls.gov) to confirm that neither the Sub-recipient nor its principals are presently disbarred at least once during DVHA's fiscal year. DVHA will print a screen shot of its EPLS search, and place it in the Sub-recipient's files.

2) Sub-award Agreement

A sub-award agreement is provided to each sub-recipient at the beginning of each grant. This sub-award agreement will detail the Catalog of Federal Domestic Assistance (CFDA) program name and number, the award name and number as assigned by the funder, the award period, and the name of the federal awarding agency. This sub-award agreement will also include: definitions, the scope of work to be performed, payment provisions, funder grant provisions, blank financial and programmatic reports, and a copy of this policy. Other information may be included if necessary.

Unless any changes are required, only one sub-award document will be generated for the term of a grant, even if that term spans several years. All sub-recipients must sign the sub-award agreement and any additional documents sent with the sub-award, or funding will be terminated.

3) Sub-recipient Meeting/ Sub-recipient Contact

The State may decide, at the beginning of a grant or at any time during a grant, to host a meeting of grant partners in order to review grant goals and/or obligations. A sub-recipient meeting may be held with one individual sub-recipient, or with multiple sub-recipients.

The State will also maintain contact with sub-recipients. Sub-recipients are expected to notify the State if they are having any difficulty carrying out their grant responsibilities or if they need clarification of their grant responsibilities. Sub-recipients meeting and sub-recipient contact will be noted on the sub-recipient checklist, with appropriate supporting documentation included in the sub-recipient's folder.

4) Required Pre-approval for Changes to Budget or Scope of Grant

As stated above, all sub-recipients must seek prior approval from the grants manager at the State to utilize grant funding for any activities not explicitly described in the goals section of the narrative. Sub-recipients must also seek prior approval before making any changes to their section of the budget. Notes regarding any prior approval requested by a sub-recipient, or a sub-recipient's failure to comply with this grant term, will be maintained on the sub-recipient checklist.

5) Quarterly Financial Reports

The Sub-recipient will submit accurate financial reports to the State no later than the tenth of the month following the quarter being reported (July 10th, October 10th, January 10th, April 10th,). A blank copy of the required financial report will be provided with the sub-award agreement. All questions regarding financial reports should be directed to Meaghan Kelly at Meaghan.Kelley@state.vt.us. Financial reports will be reviewed by the State for accuracy and to ensure that all charges are eligible to be reimbursed by the grant. Sub-recipients are expected to respond promptly to all questions concerning financial reports. Sub-recipient's submission of quarterly financial reports will be recorded and monitored on the sub-recipient checklist.

6) Bi-annual Programmatic Reports

The sub-recipient will submit accurate programmatic reports to the State no later than the tenth of the month following the 6-month period being reported (January 10th and July 10th). A blank copy of the required programmatic reports will be provided with the sub-award agreement. All questions regarding programmatic reports should be directed to Brady Hoffman at brady.hoffman@state.vt.us. Programmatic reports will be reviewed

by the State for accuracy and to ensure that all charges are eligible to be reimbursed by the grant. Sub-recipients are expected to respond promptly to all questions concerning programmatic reports

7) Audit

Sub-recipients who spent at least \$750,000 in federal funds from all federal sources during their fiscal year must have an audit performed in accordance with OMB Circular A-133. The A-133 compliant audit must be completed within 9 months of the end of the sub-recipient's fiscal year. The sub-recipient shall provide the State with a copy of their completed A-133 compliant audit including:

- The auditor's opinion on the sub-recipient's financial statements;
- The auditor's report on the sub-recipient's internal controls;
- The auditor's report and opinion on compliance with laws and regulations that could have an effect on major programs;
- The schedule of findings and questioned costs; and
- The sub-recipients corrective action plan (if any).

The State will issue a management decision on audit findings within 6 months after receipt of the sub-recipient's A-133 compliant audit report.

If a sub-recipient's schedule of findings and questioned costs did not disclose audit findings relating to the Federal awards provided by the State and the summary schedule of prior audit findings did not report the status of audit findings relating to Federal awards provided by the State, the sub-recipient may opt not to provide the A-133 compliant audit report to the State. In this case, the State will verify that there were no audit findings utilizing the Federal Audit Clearinghouse database.

Any sub-recipient that, because it does not meet the monetary threshold or because it is a for-profit entity, does not receive an audit performed in accordance with OMB Circular A-133 may at its option and expense have an independent audit performed. The independent audit should be performed to obtain reasonable assurance about whether the sub-recipient's financial statements are free of material misstatement. The independent audit should also take into consideration the sub-recipient's internal control, but does not necessarily have to contain the auditor's opinion on the agency's internal control. If the sub-recipient elects to have an audit report that covers more than the sub-recipient's financial statements, the State requests that the entirety of the auditor's report be provided to the State.

If the sub-recipient chooses not have an independent audit and the sub-recipient will receive at least \$10,000 during the current fiscal year, they will be subject to on-site monitoring during the award period.

Sub-recipients who are individual contractors will not be subject to on-site monitoring based solely on the lack of an independent audit.

8) Desk Reviews

All sub-recipients who are estimated to receive \$10,000 or more during the fiscal year will undergo a desk review at least once during the grant period. If a sub-recipient receives less than \$10,000, the State may at its discretion opt to conduct a desk review. During a desk review, sub-recipients might be expected to provide:

- Adequate source documentation to support financial requests including but not limited to an income statement, payroll ledgers, cancelled checks, receipts ledgers, bank deposit tickets and bank statements, and timesheets.
- If salary is funded under the award and if the staff whose salary is funded under the award is charged to other funding sources, time distribution records to support the amounts charged to federal funding provided by the State.
- A statement verifying that the organization has a system in place for maintaining its records relative to federal funding provided by the State for the amount of time as specified in the sub-award document.
- Adequate documentation to support required match, if any.

9) Site Visits

All sub-recipients who receive \$50,000 or more in federal funding passed through the State for three consecutive fiscal years (July 1 – June 30), may undergo a site visit at least once during the grant period. Sub-recipient will be subject to desk monitoring if a site visit is not performed. The State will arrange a suitable date and time for on-site monitoring with the Sub-recipient. Recipients receiving a site visit will be expected to provide all of the back-up documentations as specified above, as well as:

- A written policy manual specifying approval authority for financial transactions.
- A chart of accounts and an accounting manual which includes written procedures for the authorization and recording of transactions.
- Documentation of adequate separation of duties for all financial transactions (that is, all financial transactions require the involvement of at least two individuals).
- If grant funds are utilized to purchase equipment, demonstration that the organization maintains a system for tracking property and other assets bought or leased with grant funds.
- A copy of the agency's Equal Opportunity Policy and Practices in Hiring.

Application Format Overview

Applications cannot exceed 10 single-sided pages on standard 8.5" x 11" paper (including the Cover Page and Budget Submission). Documents must be single-spaced and use not less than a twelve point font.

1. Applicant Information

- The applicant shall complete a Cover Page (Appendix A) detailing:
 - the applicant's organization and contact information
 - total grant request
 - number of anticipated outreach/education contacts, applications completed and enrollments completed for the grant period
- The applicant shall provide information on all locations of the applicant organization at which Navigator services will be provided (Appendix B)
- The applicant must provide information on partner organizations, if applicable (Appendix C)

2. Target Population and Goals (no more than 1 page)

Applicants applying for Tier I shall identify population(s) the applicant will engage, educate and enroll – by local geographic area, and by audience, as applicable. If specific audience will be targeted, the applicant shall identify and provide a detailed explanation as to why that population requires targeted engagement and enrollment efforts and how the applicant organization is best suited to reach that audience.

Applicants applying for Tier II shall identify population(s) the applicant will engage, educate and enroll – by a regional geographic area, and by audience, as applicable. If specific audience will be targeted, the applicant shall identify and provide a detailed explanation as to why that population requires targeted engagement and enrollment efforts and how the applicant organization is best suited to reach that audience.

Applicants applying for Tier III shall identify statewide reach and the audience(s) with which the applicant will engage and enroll. Tier III applicants should also describe the organizations' capacity for and expertise in additional promotion, engagement, coordination, and strategic work, as described above.

All applicants shall provide a brief explanation of how outreach, completed applications, and enrollment goals stated on the Cover Page were derived, including a description of any data or resources used. As more data are made available by Vermont Health Connect, grantees can request justified modifications to targets. Any changes shall be requested in writing and will be documented in an amended agreement signed by both parties.

3. Outreach and Education (no more than 2 pages)

Outreach and education activities will continue to be critical to the success of Vermont Health Connect. These activities raise awareness of Vermont Health Connect and educate Vermonters about their health care options, enrollment periods and financial assistance available to help pay for coverage. Navigators are required to conduct outreach and education activities, and Navigator Organizations will continue to play a critical role in the planning and execution of those efforts.

Specific to the applicant's target population(s) in section 2, the applicant shall:

- Detail outreach and education goals, including a target number of Vermonters to be engaged through outreach activities, as well as strategies and tactics the applicant will employ. Applicants should refer to the expected activities in the "Navigator Organization Duties and Criteria" section above. Applicants are also encouraged to think creatively about ways to raise awareness of Vermont Health Connect. Describe the organization's experience providing services in a linguistically and culturally appropriate manner, and, if applicable to the population, please detail the applicant's ability to conduct outreach and education to non-English speakers.
- Provide examples of applicant's prior experience developing and conducting outreach and education efforts and the results of those efforts. Those serving as current Navigator organizations should describe their Vermont Health Connect-specific outreach and education efforts over the past grant year.

4. Relationship with Eligible Population(s) (no more than 2 pages)

Uninsured and underinsured individuals, small business employers and employees, individuals whose employer sponsored insurance is not affordable, vulnerable, and

those who need to renew/change their 2015 VHC coverage will be able to enroll through Vermont Health Connect during the 2016 open enrollment period (November 1, 2015 – January 31, 2016).

In addition, enrollment through Vermont Health Connect is available any time throughout the year for those who are Medicaid eligible or experience a qualifying event such as loss of coverage, marriage, divorce, birth or adoption.

Specific to the target population(s) identified in section 2, the applicant shall detail existing relationships with eligible populations, if any. This may include relationships with organizations that represent or regularly communicate with eligible populations and/or direct relationships with eligible individuals, households or businesses. If the applicant has limited or no relationships with these populations, the applicant must demonstrate the ability to readily grow or establish relationships with eligible populations and describe the strategies to be employed to do so. If applicable to the population, please detail the applicant's relationships with non-English speakers.

If the applicant is an existing Navigator organization, describe the organization's progress during the first grant year in reaching the target population and what strategies you propose to use to reach the target population in the coming year. Describe any differences in your approach for the coming grant year and your rationale for any changes.

5. Management of Navigators (no more than 2 pages)

Navigator Organizations are responsible for hiring and managing Navigators. Navigator Organizations will be expected to oversee outreach, education and application/enrollment assistance activities, Navigator compensation, and regular reporting to Vermont Health Connect. Navigator Organizations will also be required to ensure that only individuals certified as Navigators are providing application assistance. Navigator organizations are responsible for notifying Vermont Health Connect immediately should a Navigator terminate employment with the Navigator organization or otherwise leave their Navigator role.

If the applicant will be partnering with other organizations in the delivery of Navigator services, describe the existing relationship with the partner organization and examples of successful partnerships with this/these organization(s) in the past, as applicable. Describe the proposed compensation and reporting relationship with the partner organization(s) and how oversight of Navigator services at the partner organization will be performed. Navigator grantees that partner with other organizations will be required to provide the state with a copy of agreement(s) with the partner organization(s) that delineate the expectations for work under the Navigator grant and the compensation structure.

The applicant shall identify the total number of full time equivalents (FTEs) to be dedicated to Navigator services, as well as the total number of individual staff who will provide Navigator services. Describe the extent to which current staffing will support Navigator services versus new staff to be hired upon receipt of funding. If services will be provided at multiple locations and/or multiple organizations, describe the Navigator staffing proposed at each location. If applicant is an existing Navigator organization, describe with as much specificity as possible any proposed change in Navigator staffing for the 2015-2016 grant year. Attach résumés for existing

Navigator staff proposed to continue in their Navigator role for the coming year. Successful applicants who will be hiring new/additional Navigators will be required to submit Navigator résumés upon hire. Describe supervision of Navigators and who specifically will supervise the performance Navigator staff at the applicant organization and at each partner organization.

The applicant shall identify current resource capacity to support operations (e.g. computers and technology, office supplies, physical office space, transportation), as well as anticipated resource needs that align with the scope of services identified in this application. The applicant shall describe:

- Internal reporting mechanisms, including mechanisms for protecting privacy and security of personal information, and for managing potential conflicts of interest;
- Relationship between field staff and headquarters, if applicable, including communication and oversight.
- Organization's performance review/performance management process, how Navigator performance will be evaluated within the organization

6. Familiarity with the Health Care System (no more than 1 page)

Vermont Health Connect plays a vital role in the State's health care system. An understanding of the current health care system will be important to communicating to Vermonters about Vermont Health Connect.

- The applicant shall demonstrate familiarity with the Vermont Health Care system. This may include familiarity with healthcare policy, healthcare delivery, health coverage application assistance, state health programs or qualified health plans.
- If applicable, detail experience with enrollment and/or eligibility work (this does not have to be related to health care). If the applicant is an existing Navigator organization, describe how your work during the previous grant year will inform your strategies for outreach, education, and enrollment in the coming year.

7. Budget (no more than 1 page)

In this section, describe proposed costs by submitting a completed budget. The budget must include personnel costs (Navigator and Non-Navigator staffing) as well as out-of-pocket costs necessary to meet the scope of services detailed above.

Proposals will be evaluated on total costs, administrative versus direct service costs, and the narrative describing applicant's experience fiscally managing contracts of comparable scale, scope and complexity. Expenses proposed need to be all-inclusive and follow the guidelines as laid out in State of Vermont Agency of Administration Bulletin No. 3.4.

- Navigator Staffing
- Non-Navigator Staffing (time allocated for supervision and administrative support)
- Technology and Equipment – such as computers, internet access, photocopier, scanner, phones
- Travel – such as mileage reimbursement for outreach/education/enrollment activities, as well as required grantee meetings
- Administrative – such as office supplies, phone lines
- Other – such as errors and omissions insurance, website development, interpretation and/or translation services, computer training for staff, staff background checks

8. Additional Information

If applicable, identify contracts and/or grants from the last five years between the applicant and the State of Vermont, and demonstrate successful management of the contract and/or grant. The applicant is also welcome to submit additional information for consideration by Vermont Health Connect. Please be mindful of the overall application page limit.

Appendix A – Application Cover Page

Organization Name		
Organization Address		
Tax Identification Number		
Mission Statement (if none exists, describe the primary focus of your work)		
Grant Amount requested		

	Projected Goals	Total	9/30/15	12/31/15	3/31/15	6/30/15
Enrollment and Outreach Goals (to be supported in narrative)	Community Outreach Individuals Reached					
	Applications Submitted					
	Enrollments Completed					
	Individual Consultations/Education					

Contact Name	
Contact Phone Number	
Contact Email Address	
Specific Geographic Area to Be Served	

If the applicant will be providing Navigator services at multiple locations of the applicant organization, please complete the “Applicant Organization Locations” in Appendix B.

If the applicant is submitting a proposal as the prime among multiple distinct organizations, please complete Partner Organization Information Sheet in Appendix C for each partner organization.

Appendix B – Applicant Organization Locations

Applicant Organization Name

Location Name

Location Address

Location Contact Name

Contact Phone Number

Contact Email Address

Specific Geographic Area to Be Served by this Location

Location Name

Location Address

Location Contact Name

Contact Phone Number

Contact Email Address

Specific Geographic Area to Be Served by this Location

Location Name

Location Address

Location Contact Name

Contact Phone Number

Contact Email Address

Specific Geographic Area to Be Served by this Location

Complete additional copies of this form as needed

Appendix C – Partner Organizations

Applicant Organization Name

Partner Organization Name

Organization Address

Tax Identification Number

**Mission Statement
(if none exists,
describe the primary
focus of your work)**

**Enrollment and
Outreach Goals
(to be supported in
narrative)**

Projected:	Total	9/30/15	12/31/15	3/31/16	6/30/16
Community Outreach Individuals Reached					
Applications Submitted					
Enrollments Completed					
Individual Consultation/ Education					

Contact Name

Contact Phone Number

Contact Email Address

Specific Geographic Area to Be Served

Complete additional copies of this form as needed

Appendix D – Navigator Conflict of Interest Framework

It is Vermont Health Connect's intent that the Assister Program provides Vermont Health Connect customers with high quality, community-based education, in-person information and guidance that is unbiased and impartial. In order to assure the delivery of high quality Assister services, and to minimize or eliminate the existence of conflicts of interest or the appearance of impropriety, Vermont Health Connect will:

1. Monitor for potential conflicts of interest during the Navigator Organization selection process and throughout the term of engagement with the Navigator Organization.
2. Provide robust initial and ongoing training that includes instruction on providing impartial education and in-person assistance with customer selection of a qualified health plan.
3. Require from Navigator Organization and Assistors current or within the last 5 years disclosures of affiliations that may present a direct or indirect conflict of interest.
4. Require from Navigator Organization and Assistors a written attestation stating that they are conflict of interest free
5. Require Navigator Organization and Assistors a written plan to remain conflict of interest free throughout the contract.
6. Require Navigator Organizations and Assistors individual assistors to attest to being and to remain to be conflict of interest free in the certification process as long as they are a certified VHC Assister.
7. Require all Navigator entities, including the Navigator's staff, to disclose to the Exchange and, in plain language, to each consumer who receives application assistance from the Navigator:
 - a. Any lines of insurance business, not covered by the restrictions on participation and prohibitions on conduct in §155.210(d), which the entity or individual intends to sell while carrying out the consumer assistance functions.
 - b. Any existing employment relationships, or any former employment relationships within the last 5 years, with any health insurance issuers or issuers of stop loss insurance, or subsidiaries of health insurance issuers or issuers of stop loss insurance, including any existing employment relationships between a spouse or domestic partner and any health insurance issuers or issuers of stop loss insurance, or subsidiaries of health insurance issuers or issuers of stop loss insurance; and
 - c. Any existing or anticipated financial, business, or contractual relationships with one or more health insurance issuers or issuers of stop loss insurance, or subsidiaries of health insurance issuers or issuers of stop loss insurance.
8. Monitor Navigator enrollment practices through use of reporting in Vermont Health Connect's system.
9. Actively solicit customer satisfaction feedback on their Navigator experience.
10. As circumstances command where a conflict of interest arises, require mitigation, revocation of certification, or termination of the grant.

1. Assister and Navigator Organization Conduct

- 1.1. Sub-recipient agrees that it and the Assistors employed by it are not and shall not at any time during the period of this Agreement:
 - 1.1.1. Be a health insurance issuer or issuer of stop loss insurance

- 1.1.2. Be a subsidiary of a health insurance issuer or issuer of stop loss insurance
- 1.1.3. Be an association that includes members of, or lobbies on behalf of, the insurance industry; or
- 1.1.4. Receive any consideration directly or indirectly from any health insurance or stop loss insurance issuer in connection with the enrollment of any individuals or employees in a QHP [qualified health plan] or non-QHP [qualified health plan]. “Indirect” consideration includes but is not limited to in-kind compensation.
- 1.1.5. Be a provider entity (including, but not limited to, hospitals, clinics, and physician practices) that is directly owned by, a subsidiary of, or exclusively contracts with, a single insurer or its subsidiaries, except in cases where the provider can demonstrate that due to geography or other factors, there are significant limitations on available insurers with whom to contract.

2. Assister and Navigator Organization Conflicts of Interest

- 2.1. Sub-recipient agrees that during the term of this agreement it and the Assisters employed by it:
 - 2.1.1. Shall not receive consideration directly or indirectly from any health insurance issuer in connection with enrollment of individuals or employees.
 - 2.1.2. Shall disclose to Vermont Health Connect and to customers prior to assistance, any current or former relationships in the last 5 years with any health insurance or stop loss insurer, or subsidiary, or any existing employment relationship between a health insurer and the individual’s spouse or domestic partner.
 - 2.1.3. Shall provide to customers impartial information about all qualified health plans for which customers are eligible.
 - 2.1.4. Shall not allow personal or professional interests to influence the customers’ decisions.
 - 2.1.5. Shall not in any way solicit or persuade customers to enroll in any specific health insurance plan.
 - 2.1.6. Shall not in any way solicit or persuade customers to switch from one carrier to another.
 - 2.1.7. Shall not in any way persuade or compel customers to select a particular provider.
 - 2.1.8. Shall not in any way solicit or persuade customers to engage a particular agent or broker.
 - 2.1.9. Shall not charge for Navigator services.
 - 2.1.10. Shall not use the Navigator role for lead generation or profit.
 - 2.1.11. Shall adhere to Vermont Health Connect monitoring and evaluation requirements.
 - 2.1.12. Shall not have any existing or anticipated financial, business, or contractual relationships with one or more health insurance issuers or issuers of stop loss insurance, or subsidiaries of health insurance issuers or issuers of stop loss insurance.

All conflict of interest documentation must be submitted at the time of the proposal. Additional documentation following the hiring of a navigator must be submitted to VHC prior to the Navigator(s) certification as a VHC Navigator.

Appendix E: State of Vermont Standard Contract Attachments

Attachments C, E, and F

ATTACHMENT C: STANDARD STATE PROVISIONS FOR CONTRACTS AND GRANTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- 8. Reliance by the State on Representations:** All payments by the State under this Agreement will be made in reliance upon the accuracy of all prior representations by the Party, including but not limited to bills, invoices, progress reports and other proofs of work.
- 9. Requirement to Have a Single Audit:** In the case that this Agreement is a Grant

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

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

- 10. Records Available for Audit:** The Party shall maintain all records pertaining to performance under this agreement. "Records" means any written or recorded information, regardless of physical form or characteristics, which is produced or acquired by the Party in the performance of this agreement. Records produced or acquired in a machine readable electronic format shall be maintained in that format. The records described shall be made available at reasonable times during the period of the Agreement and for three years thereafter or for any period required by law for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.
- 11. Fair Employment Practices and Americans with Disabilities Act:** Party agrees to comply with the requirement of Title 21V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable. Party shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990, as amended, that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the Party under this Agreement. Party further agrees to include this provision in all subcontracts.
- 12. Set Off:** The State may set off any sums which the Party owes the State against any sums due the Party under this Agreement; provided, however, that any set off of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided hereinafter.
- 13. Taxes Due to the State:**

 - a. Party understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.
 - b. Party certifies under the pains and penalties of perjury that, as of the date the Agreement is signed, the Party is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.
 - c. Party understands that final payment under this Agreement may be withheld if the Commissioner of Taxes determines that the Party is not in good standing

with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.

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

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

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

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

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

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

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

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

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

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

20. Internal Controls: In the case that this Agreement is an award that is funded in whole or in part by Federal funds, in accordance with 2 CFR Part II, §200.303, the Party must establish and maintain effective internal control over the Federal award to provide reasonable assurance that the Party is managing the Federal award in

compliance with Federal statutes, regulations, and the terms and conditions of the award. These internal controls should be in compliance with guidance in “Standards for Internal Control in the Federal Government” issued by the Comptroller General of the United States and the “Internal Control Integrated Framework”, issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

21. **Mandatory Disclosures:** In the case that this Agreement is an award funded in whole or in part by Federal funds, in accordance with 2CFR Part II, §200.113, Party must disclose, in a timely manner, in writing to the State, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures may result in the imposition of sanctions which may include disallowance of costs incurred, withholding of payments, termination of the Agreement, suspension/debarment, etc.
22. **Conflict of Interest:** Party must disclose in writing any potential conflict of interest in accordance with Uniform Guidance §200.112, Bulletin 5 Section IX and Bulletin 3.5 Section IV.B.

(End of Standard Provisions)

AHS -State of Vermont – Attachment C_3-1-2015_rev

Attachment E: BUSINESS PARTNER AGREEMENT

THIS BUSINESS PARTNER 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 (“DVHA”) AND XXX (“BUSINESS PARTNER”) AS OF XXX (“EFFECTIVE DATE”). THIS AGREEMENT SUPPLEMENTS AND IS MADE A PART OF THE GRANT TO WHICH IT IS ATTACHED.

DVHA and Business Partner (“the Parties”) agree to comply with the terms of this Agreement and the standards promulgated under the Patient Protection and Affordable Care Act of 2010 (Public Law 111-148) as amended by the Health Care and Education Reconciliation Act (Public Law 111-152), and referred to collectively as the Affordable Care Act (ACA), and 45 CFR §155.260, “Privacy and security of personally identifiable information.” Business Partner information that constitutes protected health information (PHI) may have additional standards to which the Business Partner must adhere, which would be set out in a separate agreement.

1. **Definitions** All capitalized terms in this Agreement have the meanings identified in this Agreement and 45 CFR Part 155, “Exchange Establishment Standards and Other Related Standards Under the Affordable Care Act.”
 - 1.1 The term “**Services**” includes all work performed by the Business Partner for or on behalf of DVHA that requires the access, collection, use and/or disclosure of personally identifiable information (PII).
 - 1.2 The term “**PII**” refers to personally identifiable information in any medium, including electronic, which can be used to distinguish or trace an individual's identity, such as his/her name, social security number, biometric records, etc., either alone or when combined with other personal or identifying information that is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name.
 - 1.3 The term “**Minimum Functions**” includes all work performed (or Granted to be

performed) pursuant to subparts D, E, H, and K of 45 CFR 155, if such work requires the Business Partner to create, collect, use, or disclose PII.

1.4 The term “**Agreement**” refers to this Business Partner Agreement, which details the privacy and security requirements that the Parties must adhere to.

1.5 The term “**Individual**” includes applicants, enrollees, and qualified individuals applying for coverage at the Vermont Health Insurance Exchange or Medicaid Agency.

1.6 The term “**Breach**” means the loss of control, compromise, and unauthorized disclosure, acquisition, access, or use, and any similar term referring to situations where: (a) PII is used for an unauthorized purpose, or (b) persons other than authorized users have access or potential access to PII.

2. Authorized Uses/Disclosures of PII

2.1 Except as limited in this Agreement, Business Partner may only create, collect, use or disclose PII to the extent necessary to perform Services specified in the underlying Grant with DVHA. In the course of providing Services, Business Partner shall not use or disclose PII in any manner that would constitute a violation of 45 CFR §155.260 if used or disclosed by DVHA.

2.2 Business Partner may make PII available to its employees who need access to perform Services and/or Minimum Functions, provided that Business Partner makes such employees aware of the creation, collection, use and disclosure restrictions in this Agreement and binds them to comply with such restrictions. Business Partner must also require workforce compliance with 45 CFR §155.260 when employees create, collect, use, or disclose PII in the course of providing Services

3. Privacy Requirements Uses and disclosures of PII to carry out the Services identified in the Grant must be of the minimum amount of PII necessary to perform the services. Business Partner may not create, collect, use or disclose PII gathered for the purposes listed in 45 CFR §155.260(a)(1) while performing Minimum Functions unless the creation, collection, use or disclosure is consistent with the written policies and procedures identified by the State in accordance with 45 CFR §155.260. In addition, Business Partner must ensure workforce compliance with these policies and procedures

4. Security Safeguard Requirements

Business Partner shall implement and use appropriate safeguards to prevent the use or disclosure of PII except as provided for by this Agreement, an Interconnection Security Agreement, if applicable, and as set forth in 45 CFR 155.260(a)(3)(vii) and (4).

5. Documenting and Reporting Breaches

Business Partner shall report to DVHA any Breach of PII as soon as it (or any of its employees or agents) becomes aware of such Breach, and in no case later than one (1) hour after it (or any of its employees or agents) become aware of the Breach. If DVHA determines that a Breach of PII occurred for which one of Business Partner’s employees or agents was responsible, upon its request, Business Partner shall provide

notice to the individual(s) whose PII was the subject of the Breach. When requested to provide notice, Business Partner shall consult with DVHA about the timeliness, content and method of notice, and shall receive DVHA's approval concerning these elements. The cost of notice and related remedies shall be borne by Business Partner. Business Partner shall also be responsible for any reporting as required by 9 V.S.A. § 2435.

6. Mitigation and Corrective Action Requirements Business Partner shall mitigate, to the extent practicable, any harmful effect that is known to it of a Breach of PII. Business Partner shall draft and carry out a plan of corrective action to address any incident of impermissible collection, use or disclosure of PII, subject to DVHA's prior review and written approval.

7. Requirements for Agreements with Third Parties Business Partner may only disclose PII to its agents, including subgrantees, for the purposes authorized by this Agreement. Business Partner shall ensure that any agent (including any subgrantee) to whom it provides PII received from DVHA or created or received by Business Partner on behalf of DVHA agrees in a written agreement to the same PII restrictions and conditions that apply through this Agreement to Business Partner. Business Partner must enter into the written agreement and obtain the prior written consent of DVHA before any use or disclosure of PII to such agent. The written agreement must identify DVHA as a direct and intended third party beneficiary with the right to enforce any Breach of the agreement concerning the use or disclosure of PII. Business Partner shall provide a copy of the signed agreement to DVHA upon request.

8. Termination

8.1 This Agreement commences on the Effective Date and shall remain in effect until terminated by DVHA or until all of the PII provided by DVHA to Business Partner or created or received by Business Partner on behalf of DVHA is destroyed or returned to DVHA subject to Section 9.

8.2 If Business Partner breaches any material term of this Agreement, DVHA, without liability or penalty, may either: (a) provide in writing an opportunity and time frame for Business Partner to cure the breach and terminate the Grant if Business Partner fails to cure; or (b) immediately terminate the Grant if DVHA believes that cure is not reasonably possible. DVHA has the right to seek to cure any breach by Business Partner and this right, regardless of whether DVHA cures such breach, does not lessen any right or remedy available to DVHA at law, in equity, or under the Grant, nor does it lessen Business Partner's responsibility for such breach or its duty to cure such breach.

9. Responsibility for the Return/Destruction of PII

9.1 Business Partner, in connection with the expiration or termination of the Grant, shall return or destroy, at the discretion of DVHA, all PII received from DVHA or created or received by Business Partner on behalf of DVHA pursuant to the Grant that Business Partner still maintains within thirty (30) days after such expiration or termination. Business Partner shall not retain any copies of the PII. Within the thirty (30) day period, Business Partner shall

certify in writing to DVHA that (1) all PII has been returned or destroyed, and (2) Business Partner does not continue to maintain any PII.

9.2 Business Partner shall provide to DVHA notification of any conditions that Business Partner believes make the return or destruction of PII infeasible. If DVHA agrees that return or destruction is infeasible, Business Partner shall extend the protections of this Agreement to such PII and limit further uses and disclosures of such PII to those conditions that make the return or destruction infeasible for so long as Business Partner maintains such PII.

10. Penalties Business Partner understands that it may be subject to a civil penalty, in addition to other penalties that may be prescribed by law, resulting from the improper creation, collection, use or disclosure of PII. In addition, violations of this Agreement may result in notification by DVHA to law enforcement officials and regulatory, accreditation, and licensure organizations.

11. Training Business Partner shall participate in training regarding the use, confidentiality, and security of PII at DVHA's request.

12. Miscellaneous

12.1 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 continue in effect.

12.2 Business Partner shall cooperate with DVHA to amend this Agreement from time to time as is necessary for DVHA to comply with 45 CFR §155.260 or any other standards promulgated under the ACA, or DVHA's contractual obligations to CMS.

12.3 Any ambiguity in this Agreement shall be resolved to permit DVHA to comply with 45 CFR §155.260, or any other standards promulgated under the ACA, or DVHA's contractual obligations to CMS.

12.4 In addition to applicable Vermont law, the parties shall rely on applicable federal law (e.g., the ACA) in construing the meaning and effect of this Agreement.

12.5 As between Business Partner and DVHA, DVHA owns all PII provided by DVHA to Business Partner or created or received by Business Partner on behalf of DVHA.

12.6 The provisions of this Agreement that by their terms encompass continuing rights or responsibilities shall survive the expiration or termination of this Agreement.

The following provisions apply only to those Business Partners that will be accessing Federal Tax Information (FTI).

As applicable, DVHA and Business Partner ("the Parties") agree to comply with the terms of this Agreement and the Language for General Services and Technology Services pursuant to IRS Publication 1075, Exhibit 7:

13. General Services; Performance In performance of this contract, the Grantee agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

13.1 All work will be performed under the supervision of the grantee or the grantee's responsible employees.

13.2 Any Federal tax returns or return information (hereafter referred to as returns or return information) made available shall be used only for the purpose of carrying out the provisions of this Grant. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this Grant. Inspection by or disclosure to anyone other than an officer or employee of the grantee is prohibited.

13.3 All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output and products will be given the same level of protection as required for the source material.

13.4 No work involving returns and return information furnished under this contract will be subcontracted without prior written approval of the IRS.

13.5 The grantee will maintain a list of employees authorized access. Such list will be provided to the agency and, upon request, to the IRS reviewing office.

13.6 The agency will have the right to void the Grant if the grantee fails to provide the safeguards described above.

14. General Services; Criminal/Civil Sanctions

14.1 Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as five years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized future disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRC Sections 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.

14.2 Each officer or employee of any person to who returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the

purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection by or disclosure to anyone without an official need to know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000.00 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such Person shall also notify such officer and employee that such authorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee [United States for Federal employees] in an amount equal to the sum of the greater of \$1,000.00 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. The penalties are prescribed by IRC Sections 7213A and 7431.

14.3 Additionally, it is incumbent upon the grantee to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to grantees by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a grantee, who by virtue of his/her employment or official position, has possession or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is so prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

14.4 Granting a grantee access to FTI must be preceded by certifying that each individual understands the agency's security policy and procedures for safeguarding IRS information. Grantees must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the agency's files for review as part of the certification and at least annually afterwards, grantees should be advised of the provisions of IRC Sections 7431, 7213, and 7213A (see Exhibit 6, /RC Sec. 7431 Civil Damages for Unauthorized Disclosure of Returns and Return Information and Exhibit 5, IRC Sec. 7213 Unauthorized Disclosure of Information). The training provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. (See Section 10) For both the initial certification and the annual certification, the grantee should sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

15. **General Services; Inspection** The IRS and the Agency shall have the right to send its officers and employees into the offices and plants of the grantee for inspection of the facilities and operations provided for the performance of any work under this contract. On the basis of such inspection, specific measures may be required in cases where the grantee is found to be noncompliant with contract safeguards.

16. Technology Services; Performance In performance of this contract, the grantee agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

16.1 All work will be done under the supervision of the grantee or the grantee's employees.

16.2 Any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material will be treated as confidential and will not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Disclosure to anyone other than an officer or employee of the grantee will be prohibited.

16.3 All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output will be given the same level of protection as required for the source material.

16.4 The grantee certifies that the data processed during the performance of this contract will be completely purged from all data storage components of his or her computer facility and no output will be retained by the grantee at the time the work is completed. If immediate purging of all data storage components is not possible, the grantee certifies that any IRS data remaining in any storage component will be safeguarded to prevent unauthorized disclosures.

16.5 Any spoilage or any intermediate hard copy printout that may result during the processing of IRS data will be given to the agency or his or her designee. When this is not possible, the grantee will be responsible for the destruction of the spoilage or any intermediate hard copy printouts, and will provide the agency or his or her designee with a statement containing the date of destruction, description of material destroyed, and the method used.

16.6 All computer systems receiving, processing, storing, or transmitting FTI must meet the requirements defined in IRS Publication 1075. To meet functional and assurance requirements, the security features of the environment must provide for the managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to FTI.

16.7 No work involving FTI furnished under this contract will be subcontracted without prior written approval of the IRS.

17. Technology Services; Criminal/Civil Sanctions

17.1 Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as five years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized future disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These

penalties are prescribed by IRC Sections 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.

17.2 Each officer or employee of any person to who returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection by or disclosure to anyone without an official need to know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000.00 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such Person shall also notify such officer and employee that such authorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee [United States for Federal employees] in an amount equal to the sum of the greater of \$1,000.00 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. The penalties are prescribed by IRC Sections 7213A and 7431.

17.3 Additionally, it is incumbent upon the grantee to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to grantees by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a grantee, who by virtue of his/her employment or official position, has possession or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is so prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

17.4 Granting a grantee access to FTI must be preceded by certifying that each individual understands the agency's security policy and procedures for safeguarding IRS information. Grantees must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the agency's files for review as part of the certification and at least annually afterwards, grantees should be advised of the provisions of IRC Sections 7431, 7213, and 7213A (see Exhibit 6, /RC Sec. 7431 Civil Damages for Unauthorized Disclosure of Returns and Return Information and Exhibit 5, IRC Sec. 7213 Unauthorized Disclosure of Information). The training provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. (See Section 10) For both the initial certification and the annual certification, the grantee should sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

18. **Technology Services; Inspection** The IRS and the Agency shall have the right to send its officers and employees into the offices and plants of the grantee for inspection of the facilities and operations provided for the performance of any work under this contract. On the basis of such inspection, specific measures may be

required in cases where the grantee is found to be noncompliant with contract safeguards.

(Rev:11/15/13)

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