

**GRANT AGREEMENT**

1. **Parties:** This is a Grant Agreement for services between the State of Vermont, Department of Vermont Health Access (hereafter called “State”), and Vermont Information Technology Leaders, Inc. with a principal place of business at 144 Main Street, Montpelier, VT 05602 (hereafter called “Grantee”). It is the Grantee’s responsibility to contact the Vermont Department of Taxes to determine if, by law, the Grantee is required to have a Vermont Department of Taxes Business Account Number.
2. **Subject Matter:** The subject matter of this Procurement Grant Agreement is the creation and management of the Vermont Health Information Exchange Network and related products and services. Detailed services to be provided by the Grantee are described in Attachment A.
3. **Maximum Amount:** In consideration of services to be performed by the Grantee, the State agrees to pay the Grantee, per payment provisions specified in Attachment B, a sum not to exceed \$4,781,788.91.
4. **Grant Term:** The effective date of this Grant Agreement shall be August 15, 2014 and end on June 30, 2015.
5. **Source of Funds:**

HIT	\$ 2,360,914.91	Global	\$ 194,700
		Commitment	
HIT	\$2,000,000	Special –	\$226,174
Purchased		BISHCA -	
GC		DFR	
6. **Amendment:** No changes, modifications, or amendments in the terms and conditions of this procurement grant shall be effective unless reduced to writing, numbered, and signed by the duly authorized representative of the State and Grantee.
7. **Cancellation:** This procurement grant agreement may be suspended or cancelled by either party by giving the other party written notice via registered mail, return receipt requested, at least 30 days in advance. Notwithstanding this provision, if a governmental agency with due authority determines that a program or facility operated by the Grantee, wherein services authorized under this procurement grant are provided, is not in compliance with State and Federal law, the State may terminate this procurement grant immediately and notify the Grantee accordingly. Also, in the event that federal funds supporting this procurement grant become unavailable or are reduced, the State may cancel this procurement grant with no obligation to pay the Grantee from State revenues.
8. **Contact Persons for this Award:**

	<u>For the State</u>	<u>For the Grantee</u>
Name:	Steve Maier	John Evans
Phone #:	802-233-8337	802-223-4100
E-mail:	Steve.Maier@state.vt.us	JEvans@vitl.net
9. **Fiscal Year:** Grantee’s fiscal year starts on July 1 and ends on June 30.

**10. Attachments:** This Grant consists of 41 pages including the following attachments which are incorporated herein:

- Attachment A – Specification of Work to be Performed
- Attachment B – Payment Provisions
- Attachment C – Customary State Contract and Grant Provisions
- Attachment D – Modification of Requirements in Attachment C
- Attachment E – Business Associate Agreement
- Attachment F – AHS Customary Grant Provisions
- Appendix I - Required Forms

Order of precedence of these documents shall be as follows:

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

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

**BY THE STATE OF VERMONT:**

**BY THE GRANTEE:**

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MARK LARSON, COMMISSIONER      DATE  
AHS/DVHA  
312 Hurricane Lane  
Williston, VT 05495  
802-879-5952  
Mark.Larson@state.vt.us

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JOHN EVANS, PRESIDENT & CEO      DATE  
VERMONT INFORMATION TECHNOLOGY LEADERS, INC.  
144 Main Street  
Montpelier, VT 05602  
802-223-4100  
JEvans@vitl.net

## ATTACHMENT A SPECIFICATION OF WORK TO BE PERFORMED

Pursuant to 18 V.S.A. § 9352, the State is awarding this procurement grant to the Grantee so that the Grantee may operate the Vermont Health Information Exchange (VHIE) network, the exclusive statewide health information exchange network for this State. This grant supports the operation and expansion of the VHIE and related products and services. The Grantee shall conduct the business of this agreement in coordination and collaboration with the State and its other contractors. The parties have entered into this agreement so that health information is available to Health Care Organizations from the VHIE at the point of care. It is the intent of this agreement that the information available through the VHIE at the point of care will allow for measurement and improvement of health care outcomes over time, and that the information is up to date, accurate, and can be shared with patients and providers as necessary and appropriate.

### 1. Definitions

- 1.1 ADT Message means a category of Health Level 7 message format typically used for patient demographics updates and for admission, discharge and transfer events.
- 1.2 BioSense means the Centers for Disease Control program used for public health surveillance that increases the ability of health officials at local, state, and national levels to efficiently, rapidly, and collaboratively monitor and respond to harmful health effects of exposure to disease or hazardous conditions. BioSense is used by the Vermont Department of Health (VDH) for syndromic surveillance.
- 1.3 Blueprint means the Vermont Blueprint for Health, a State program authorized by 18 V.S.A. Chapter 13 which defines Blueprint as a “program for integrating a system of health care for patients, improving the health of the overall population, and improving control over health care costs by promoting health maintenance, prevention, and care coordination and management”.
- 1.4 CCD means the Continuity of Care Document (CCD or consolidated CCD) specification which is an XML-based markup standard intended to specify the encoding, structure, and semantics of a patient summary clinical document for exchange.
- 1.5 Completed Interface means an interface that has been tested and demonstrated to be fully connected and operational, stable on an ongoing basis, and useable for routine exchange and placed in production by the source (sending) or destination (receiving) organization, and containing security features to protect health information.
- 1.6 Vermont Health Information Exchange (VHIE) means Vermont’s exclusive statewide HIE, which the Grantee is legislatively designated to operate per 18 V.S.A § 9352.
- 1.7 Health Information Exchange (HIE) means the electronic movement of health-

related information among organizations according to nationally recognized standards with the goal of facilitating access to and retrieval of clinical data to provide safer, timelier, efficient, effective, equitable, patient-centered care.

- 1.8 Medicity means the currently contracted vendor that provides infrastructure and other products and services to the Grantee in support of the VHIE and other HIE activities.
- 1.9 CMPI means the Community Master Patient Index in Medicity which links together patient identities from each source organization's enterprise master patient index (EMPI).
- 1.10 Covisint means the State vendor responsible for the hosted service for patient-centric, all-condition chronic disease management with registry, point-of-care decision support and community connectivity functionality that is used to manage chronic, complex, and preventive health needs for individual patients at the point-of-care and for populations of patients over time.
- 1.11 Death Indicator means the indicator to be included in an ADT message identifying that the patient is deceased.
- 1.12 eHealth Specialist means a healthcare IT consultant who acts as a trusted advisor to healthcare providers throughout Vermont. The eHealth Specialists play a key role in assisting providers, including primary care, specialty care, and full continuum providers, with adopting and implementing their Electronic Health Records (EHR) systems, with understanding Meaningful Use requirements, with demonstrating how providers report on the MU of certified EHR systems, and with onboarding, training and integration of the Grantee's products and services into daily workflows.
- 1.13 Executive Management Team (EMT) means a team comprised of the Executive Director of the Vermont Blueprint for Health, the Grantee's CEO, and the State's Department of Vermont Health Access (DVHA) Health Care Reform Manager.
- 1.14 Full Continuum Providers means community mental health designated agencies, home health agencies, long-term supports and services agencies, and other community service agencies as may be mutually agreed upon by the State and the Grantee.
- 1.15 Health Care Organizations (HCO) includes the Statewide Clinical Registry, private and commercial labs, hospitals, primary care and specialist practices, and other full spectrum providers, such as mental health providers, long term care, and home health and hospice care.
- 1.16 Interface means a connection used for transferring certain types of data between a source or destination organization and VHIE with the ability to exchange data at the syntactic level. This includes but is not limited to transfer of demographic and clinical information from HCO Electronic Health Record (EHR) and other clinical or administrative systems, transfer of laboratory orders and results, and transfer of

- diagnostic procedure orders and results.
- 1.17 Medication History means a compilation of filled prescription information from participating pharmacies across the US, to include Vermont, and includes information such as medication name, strength, quantity, and fill date.
  - 1.18 Onboarding means the process by which the providers at a Health Care Organization (HCO) are authenticated, granted access to a provider service, and trained in the use of that provider service. This process consists of three steps: Profiling the HCO, enrolling authorized providers, and launching the service at that HCO.
  - 1.19 Secure Data Repository means the secure database where patient demographics and clinical data are stored in the VHIE. Within the VHIE each source (contributing) organization has their own secure repository.
  - 1.20 SPHYNX (Shared Public Health Information Exchange) means a person centered database that supports applications that serve multiple Health Department programs such as the Immunization Registry, Electronic Birth Registry, the Electronic Death Registry, Hearing Screening, Lead Screening, and Newborn Metabolic Screening results.
  - 1.21 Site Standup Sprint Teams means teams created and lead by the Sprint Management Team to lead the data quality initiatives for new practices, system changes, and new installs and to act on ad hoc projects either mutually agreed on by the State and grantee or approved by the Executive Management.
  - 1.22 Sprint Initiation Document means a standard document that was created by the Sprint program to enable situational awareness of the HCO that is undertaking a Sprint and to lay out an action plan, team members and other detailed data to establish the requirements of the Sprint effort
  - 1.23 Sprint Management Team means a team responsible for coordinating all participating organizations in the State's community and field Sprint processes so that no single organization is operating independently. The Team shall be responsible for making decisions and resolving disputes around data quality, Meaningful Use, patient consent, and IT issues. This team will be comprised of two (2) members designated by the State and two (2) members designated by the Grantee. The State will designate the chair or lead for the Sprint Management Team.
  - 1.24 Sprint Projects means projects focused on specific clinical sites and consist of several activities to implement consent and improve end-to-end data completeness, accuracy, consistency and integrity.-
  - 1.25 Statewide Clinical Registry means a statewide clinical data registry, which is currently operated under contract by Covisint.
  - 1.26 Syndromic Surveillance means Public Health syndromic surveillance which analyses pre-diagnostic disease data from hospitals to quickly identify disease

trends and clusters of illness that may indicate an outbreak allowing for early Health Department intervention.

- 1.27 VHIE master person index means the index of all patient identities in the VHIE. In the VHIE architecture identities are stored in individual EMPIs for each source organization and linked together via the CMPI.
- 1.28 VITLAccess means one of several service offerings provided to authorized providers. VITLAccess is a secure internet portal which provides authorized providers, with proper patient consent, a patient centered view of the Personal Health Information (PHI) available through the Vermont Health Information Exchange (VHIE).

## **2. State's Responsibilities**

The State shall:

- 2.1 Provide Grantee with a quarterly updated list of Blueprint community project managers and the practices which those project managers and Blueprint leadership have identified as prospective Sprint practices and Implementation practices;
- 2.2 Provide Grantee with a liaison or facilitator to work with Grantee to assist in the testing and transmission of data between the practices in a Sprint Project and Covisint;
- 2.3 Convene quarterly meetings to review progress and jointly agree to modifications to expected scopes of work in accordance with Section 5.3.1.1 Quarterly Monitoring Reporting and Adjustment;
- 2.4 Provide clear communications about health reform initiatives that can be used by implementation staff and project managers to educate providers and align their expectations relative to State programs;
- 2.5 Provide timelines and plans for practices, by September 15, 2014 and updated quarterly thereafter (9/30/14; 12/31/14; 3/31/15; 6/30/15), including information such as NCQA scoring dates, interface schedule desires, and minimum data sets for transmission to Blueprint;
- 2.6 Provide sufficient funds, not to exceed the maximum amount stated in this Agreement, to allow the Grantee to maintain necessary room and electronic capacity in order to perform the projects and tasks outlined under this Agreement. State funds will not be used to pay for room and electronic capacity expenses associated with work outside of this Agreement;
- 2.7 Provide Grantee with field resources from the Blueprint Community Health Teams to support the roll-out of VITLAccess; and
- 2.8 To meet the objectives outlined in Section 4.5: Public Health Considerations, the State recognizes that the Vermont Department of Health (VDH) will need to provide the appropriate staff, services, and data for connectivity to the Immunization Registry and other public health resources.

## **3. Responsibilities of the Grantee**

The Grantee shall:

- 3.1 Meet the governance and reporting requirements of this Agreement. Provide the deliverables detailed in this agreement according to the schedule specified herein.
- 3.2 The Grantee shall not be located at a State building. The Grantee will not rely on or utilize any State building resources or equipment to complete the deliverables noted in this Agreement. The Grantee will not be assigned a State e-mail account.
- 3.3 Develop, manage, and operate the VHIE.
- 3.4 Provide an infrastructure and Completed Interfaces for the transmittal of health information among Health Care Organizations (HCOs), as well as the services required to query the Secure Data Repository.
- 3.5 Assign a Security and Privacy Officer.
- 3.6 Retain Medicity, or a suitable subcontractor, as the primary operator of the VHIE network.
- 3.7 Utilize and maintain all hardware and software for the VHIE, in conjunction with subcontractors.
- 3.8 Maintain a secondary infrastructure for support of specialized services.
- 3.9 The Grantee shall maintain and will provide the State with the Grantee's current Security Plan which will include results of the most recent risk assessments. The Grantee will implement a plan for compliance with relevant National Institute of Standards and Technology (NIST) guidelines and other national standards.
- 3.10 The Grantee shall provide to the State, no later than December 31, 2014, a 3-year plan for the continued operation of the VHIE and the other programs and operations of the Grantee. This plan shall also include the Grantee's working goals toward financial sustainability.
- 3.11 The Grantee shall maintain all documentation of work performed under this Agreement, including policies and procedures regarding operation of the VHIE and will provide this documentation to the State at the State's request.
- 3.12 The Grantee will participate with the State and its affiliates, including but not limited to Bi-State Primary Care Association and Blueprint for Health community grantees on a series of Sprint Projects at practice sites and with other health care providers and organizations.
- 3.13 In addition, the Grantee will support the State in fulfilling its responsibilities to Office of the National Coordinator (ONC), Centers for Medicare & Medicaid Services (CMS), or other federal agencies involved with HIE and HIE funding.

#### **4. Requirements**

- 4.1 Base Activities:
  - 4.1.1 Grantee will employ core management, operations staff, and consultant resources that are sufficient in order to develop, conduct, and manage the core operations of the VHIE, including but not limited to: the development and ongoing operation of a VHIE master person index, a Secure Data Repository, Interfaces connecting health care organizations to the VHIE, and

a provider portal (VITLAccess) that provides integrated health information to providers with appropriate consent.

4.1.2 VHIE Vendor contract expense: Grantee shall maintain a license for VHIE software from an HIE vendor. The licensed software shall include functionality for a Master Person Index (MPI), for a data repository that aggregates data across health care organizations, to support interfaces across health care organizations for secure transmission of clinical and administrative data, and to provide a provider portal (VITLAccess) that provides integrated health information to providers with appropriate consent.

4.1.3 The VHIE hardware is or shall be hosted by an HIE vendor.

4.1.4 Grantee's Infrastructure: the Grantee will maintain an infrastructure to provide specialized interfaces, database management system, and other services as required under the Agreement. The hardware and software used for this infrastructure will be hosted in a secure facility contracted by the Grantee.

## 4.2 HIE Expansion

### 4.2.1 Medication History Deployment and Evaluation:

Grantee shall deploy the technology for allowing authorized healthcare providers, with patient consent, the ability to obtain medication history information through VITLAccess. Once deployed, the Grantee will maintain the medication history capability in VITLAccess by ensuring that it is continuously updated with filled medication information for use by providers for point of care decision making, medication reconciliation, and patient education.

4.2.2 Expanded Connectivity of HIE infrastructure: Grantee shall provide Interface development work designed to develop connectivity between the VHIE networks and hospital, ambulatory and other healthcare providers. Grantee may rely on Medicity to provide services dedicated to Grantee. Interface development shall include:

4.2.2.1 Grantee staff shall be trained to perform aspects of interface development

4.2.2.2 Provision of onsite resources for interface development

4.2.2.3 The deliverables for this work are defined in Section 6 and include expansion of:

- Connectivity to patient-centered medical homes and other primary care providers;
- Connectivity to mental health providers;
- Connectivity to substance abuse treatment providers;
- Connectivity to other specialty care providers;
- Connectivity to long term care and skilled nursing providers;
- Connectivity to community services;
- Connectivity to public health registries;
- Connectivity to home health; and

- Connectivity to other data sources.

#### 4.3 Provider Services

4.3.1 Statewide eHealth Consulting: The Grantee agrees to employ sufficient eHealth Specialists and other staff to perform the work described in this section for the entire grant period. The activities of the eHealth Specialists shall include, but are not limited to the following projects. The Grantee shall:

4.3.1.1 Work toward Data Quality Initiatives:

Form Health Service Area Teams, in partnership with the current Statewide Clinical Registry vendor, Blueprint, and practice representatives, to address identified clinical and business data quality issues in order to conform to the State data quality objectives; provide data quality education to practices through webinars, Frequently Asked Questions (FAQ) reference documents and data readiness assessments; train practices on Electronic Health Record (EHR) usage and data collection to support State's clinical and business quality data measures; and support the data quality program and to support the newly named Site Standup Sprint process (formerly known as field onboarding Sprints) which will address the remaining practices' onboarding and data quality initiatives. The eHealth Specialists data quality initiative activities will be directed through the Sprint Management Team and its processes, as described in Section 5.1 of this Agreement.

4.3.1.2 On-board, train, and encourage use of VITLAccess and implementation of the State's patient consent policy.

4.3.1.3 Provide primary care providers with assistance in attesting to Meaningful Use (MU) Stage 1 or in reaching Stage 2 Meaningful Use. Educate practices on MU changes brought about by Stage 2 requirements and prepare practices for Stage 2 attestation.

4.3.1.4 Provide assistance to specialty care providers in reaching both Stage 1 and Stage 2 MU. Deliver consulting services package to specialty care providers through EHR Selection and Implementation processes to include the Connectivity Criteria approved by the Green Mountain Care Board. Provide fundamental and advanced MU training to specialty care providers who have not yet attested to Meaningful Use.

4.3.1.5 Provide assistance to Full Continuum Providers. Deliver consulting services package to Full Continuum Providers through EHR Selection and Implementation processes to include the Connectivity Criteria approved by the Green Mountain Care Board. Provide fundamental and advanced Meaningful Use training to Full Continuum Providers who are eligible for Meaningful Use.

4.3.1.6 Provide other assistance to providers as may be defined by the Executive Management Team and mutually accepted as a change request under this Agreement.

4.3.2 The State shall have the right to request that the Grantee address performance issues pertaining to any eHealth Specialist employees of the Grantee that are assigned to support the work outlined in this section. The Grantee shall be given 45 days after written notice from the State of its specific performance concerns to address the performance of said eHealth Specialist. After Grantee has been given 45 days to address the eHealth Specialist's performance, and if the State determines that the performance issues have not been addressed, the State may request that the Grantee replace that eHealth Specialist. The Grantee will be given adequate time to perform the recruitment, hiring, and training of a replacement eHealth Specialist.

#### 4.4 Infrastructure

4.4.1 Connection to Healthway: Implement the connection to the eHealth Exchange, allowing the Grantee the ability to connect to other state's HIEs. This project will also enable the Grantee to act as a service provider for participating providers to qualify for Meaningful Use transitions of care.

#### 4.5 Public Health Considerations:

4.5.1 The Grantee will work collaboratively with the State's Department of Health (VDH) to achieve HIE-related public health initiatives in support of Meaningful Use. All deliverables for this section shall be performed as part of this Grant's Base Activities.

4.5.2 The Grantee will enable Health Care Organizations to achieve Meaningful Use objectives related to Immunizations.

4.5.2.1 Continue to transmit HL7 immunization messages from current providers & hospitals

4.5.2.2 Increase number of HCOs sending HL7 immunization messages

- High volume of childhood immunizations
- To meet Meaningful Use Public Health criteria

4.5.2.3 Grantee to take over performing immunization validations from the current VHIE vendor per the 'Vermont Guide for HL7 Immunization Messaging.

4.5.3 Establish a work group to develop a work plan that will provide physicians with the ability to query the VDH Immunization Registry

4.5.3.1 The project plan will include objectives, design specifications, scope, budget estimates, timelines, and implementation funding options.

4.5.3.2 The plan will address Health Department concerns regarding the following:

- The ability for VDH SPHINX entities to map one to one with

CMPI entities, such that each SPHINX individual is represented as a unique individual in the CMPI;

- At the CMPI level, the ability to create and modify probabilistic or weighted matching rules unique to any participating data source (in particular, to recognize in the matching rules that VDH is the authoritative source for Birth and Death information); and
- An interface for use by VDH to support human interactive comparisons to resolve potential duplicates with SPHINX entities at the CMPI level.

4.5.4 Transmit ADT message with Death Indicator from VDH to the Grantee

4.5.4.1 The project objective is to start having messages successfully sent by VDH and received by the Grantee by the end of the grant year. The frequency of the message transmissions will be determined as part of the project.

4.5.4.2 Assumptions:

- The Grantee will provide transport of messages only without processing
- The Statewide Clinical Registry must be able to consume a HL7 ADT message

4.5.5 The Grantee will enable Health Care Organizations to achieve Meaningful Use Stage 2 core or menu objectives related to syndromic surveillance.

4.5.5.1 Grantee will parse existing ADT messages to determine which to forward to BioSense

4.5.5.2 Objective to be successfully sending to electronic data to BioSense by the end of the grant year.

4.5.6 Continuation of monthly meetings between Grantee, Health Department, and the State's DVHA.

4.5.6.1 Grantee representatives: Grantee's CEO and Vice President of Operations

4.5.6.2 Health Department representatives: Commissioner, Deputy Commissioner, and IT Chief

4.5.6.3 State's DVHA representative: HCR/HIT Integration Manager

## 5. Management and Governance

The Grantee will dedicate necessary staff, time and resources to the following teams and processes:

### 5.1 Sprint Management Team:

5.1.1 The Sprint Management Team will manage the eHealth Specialist work described in Section 4.3 of this Grant, including: setting project priorities,

monitoring, and status; project operational issues, interventions, and solutions; and opportunities for innovation.

- 5.1.1.1 The Sprint Management Team will meet regularly, at least once a month, as well as on an ad-hoc basis if an urgent issue arises. In addition, the Sprint Management Team will meet no later than 15 business days before the end of each quarter to recommend to the Executive Management Team any changes for the coming quarter.
  - 5.1.1.2 The Sprint Management Team will review, discuss, and resolve issues brought forward by the team or other entities and whenever possible attempt to expedite the decision making process by collecting sufficient contextual information prior to the meeting.
  - 5.1.1.3 The Sprint Management Team will provide decision-making, planning, and guidance for Site Standup Sprint Teams. The Sprint Management Team will review and/or select practices for data quality Sprints, assemble the Sprint team, provide updates on the current pipeline for onboarding and replacement interfaces, will provide monthly reports (Grantee's Assistant Vice President, Program Management with input from the three other Sprint Management Team members), will facilitate eHealth Specialist training (Grantee's Assistant Vice President, Program Management with input from the State's contractor Sprint Management Team members), and will participate in bi-weekly status meetings.
- 5.1.2 The Sprint Management Team will reach decisions as part of a collaborative team process. Issues or concerns may be brought to the Executive Management Team for discussion and resolution.

## 5.2 Site Standup Sprint Team(s)

- 5.2.1 Site Standup Sprint Teams shall meet as needed, but generally on a regular and intensive basis, at the direction of the Sprint Management Team, to closely monitor the Site Standup Team progress and direct action on projects and systems.
  - 5.2.1.1 The Grantee shall supply two full time equivalent eHealth Specialists to assist the Sprint Management team in execution of all Site Standup Sprint projects. The process by which this effort is assigned to Grantee staff will be agreed upon by all members of the Sprint Management team.
  - 5.2.1.2 The strategic responsibilities of Site Standup Sprint Teams will be determined by the Sprint Management Team, including:
    - Providing a team to work with a practice to achieve a defined set of goals;
    - Assigning a team lead other than an member of the Sprint Management Team;

- Determining goals for practice and Site Standup Sprint Teams; and
  - Considering objectives for multiple programs and initiatives.
- 5.2.1.3 The specific roles and responsibilities of the Site Standup Sprint Teams are defined as, but not limited to, the following:
- Sprint Managers
    1. Request information and complete the Sprint Initiation Document
    2. Meet with the practice and provide overview of the Sprint (Stand Up or Remediation) process
    3. Lead the Sprint or provide guidance to the eHealth Specialist to move the process forward
  - eHealth Specialist Team
    1. Provide client management for the practice
    2. Provide up-to-date information to assist in the completion of the initiation document
    3. Provide subject matter expertise for data quality analysis and remediation of source data. Remediation of source data is required in some cases where errant data was loaded into Covisint or where irrelevant or outdated information exists in a host EMR or ADT system and needs to be removed, archived or requires a change in status
    4. Provide status updates for Sprints in process
    5. Meeting scheduling and note taking as necessary
    6. Perform tasks requested by Sprint Managers for provider sites
  - HIE Onboarding team
    1. Provide technical collaboration with the HCO's EHR vendor(s) and site to complete interface to the VHIE.
    2. Provide input to the onboarding pipeline (through the Sprint Management Team HIE Member) on technical readiness of the EHR vendor and practice to begin interface development.
    3. Collaborate with Sprint managers and eHealth specialists in onboarding sites to the VHIE and subsequently to Covisint, VDH, and the ACOs
    4. Empower Site Standup Sprint Teams to identify issues, define and resource tasks, and achieve stated outcomes

### 5.3 Executive Management Team (EMT)

5.3.1 The EMT will oversee the activities of this Grant, determine protocols and metrics to gauge program success, receive and decide on any recommendations to make adjustments in the grant deliverables, communicate with stakeholders, and resolve issues or concerns as may be necessary. Should the EMT not come to agreement, final determination will be made by the Commissioner of the State's Department of Vermont Health

Access. Any decision made by the EMT that requires an amendment to this agreement shall take effect upon execution of the amendment.

5.3.1.1 Quarterly Monitoring, Reporting, and Adjustment – A quarterly evaluation of progress towards goals and of the processes of achieving the goals and project deliverables will be conducted by the Executive Management Team. The evaluation process will be established and improved over time by the Executive Management Team, and should include such measures as:

- Separate and collaborative activity towards problem recognition and tracking;
- Separate and collaborative activity towards problem resolution;
- Practice satisfaction reports;
- Additional measures to be determined collectively, which could include new methods for training;
- Use of data for new policy initiatives that advance population health; and
- Use of technology for improved communication.

5.3.2 The Executive Management Team shall meet to discuss updates to the scope of this Agreement

## **6. Reporting Requirements & Deliverables:**

### **6.1 Annual Reports.**

Pursuant to 18 V.S.A. § 9352(e), no later than January 15 of each year, Grantee shall file a report with the Secretary of Administration; the Commissioner of Information and Innovation; the Commissioner of Financial Regulation; the Commissioner of Vermont Health Access; the Secretary of Human Services; the Commissioner of Health; the Commissioner of Mental Health; the Commissioner of Disabilities, Aging, and Independent Living; the Senate Committee on Health and Welfare; and the House Committee on Health Care. The report shall include an assessment of progress in implementing health information technology in Vermont and recommendations for additional funding and legislation required. In addition, Grantee shall publish minutes of Grantee meetings and any other relevant information on a public website. Grantee will add an operational section to the annual report that includes information regarding the interface messages received into the VHIE, signed patient consent forms, requests for access by law enforcement, audits, and other information.

### **6.2 Progress Reports and Expenditure Reports.**

Grantee shall file monthly progress and expenditure reports with the State with the month-end request for payment in accordance with Attachment B. The State and the Grantee will develop a mutually agreed upon format for the Progress Reports and Expenditure Reports by August 31, 2014. Release of the month-end request for payment will be contingent on agreement and submittal of the Progress Reports and Expenditure Report. The State reserves the right to request within 10 days that the

Grantee provide additional information in the Progress Reports and Expenditure Reports that may be necessary to document deliverables or other progress prior to release of month-end payment. Payment against deliverables constitutes approval. For any deliverables not so approved, the Grantee shall make all changes required by the State for approval within 30 days of notice from the State. The Grantee will provide updates on the following projects, based on the criteria and frequency detailed in the table below. Monthly reports shall be provided by the 15<sup>th</sup> of the following month and shall reflect the previous month's information. Quarterly reports shall be submitted 15 days after the end of each quarter and shall reflect the previous quarter's information (10/15/14; 1/15/15; 4/15/15; 7/15/15).

Projects	Deliverable	Report Frequency	
<b>HIE Expansion</b>			
	4.2.1 Medication History Deployment and Evaluation	Provide report on the total number of medication history queries	Monthly
	4.2.1 Medication History Deployment and Evaluation	Provide a report that assesses the completeness of medication history information by randomly sampling 5 patient medication histories and performing a validation with the applicable Vermont based providers of record.	Quarterly
	4.2.1 Medication History Deployment and Evaluation	Final annual report on work completed in FY15. Report shall define how the scope work defined in section 4.2.1 above was completed and shall be accompanied by any supporting documentation.	7/15/15
	4.2.2 Expanded Connectivity of HIE infrastructure	Provide report on number, site, and interface types: <ul style="list-style-type: none"> <li>• In progress</li> <li>• Completed</li> </ul>	Monthly
	4.2.2 Expanded Connectivity of HIE infrastructure	Final annual report on work completed in FY15. Report shall define how the scope work defined in section 4.2.2 above was completed and shall be accompanied by any supporting documentation.	7/15/15
<b>Provider Services</b>			
	4.3.1 Statewide eHealth Specialist Consulting – Data Quality Initiatives	<ul style="list-style-type: none"> <li>• Provide report on the identity, number, assigned resources, and status of Sprint projects in progress</li> <li>• Attachment of Pipeline Report to Progress Report</li> </ul>	Monthly

Projects		Deliverable	Report Frequency
	4.3.1 Statewide eHealth Specialist Consulting – VITLAccess Onboarding	Provide report on number of health care organizations that have been: <ul style="list-style-type: none"> <li>• Profiled</li> <li>• Enrolled</li> <li>• Launched</li> </ul>	Monthly
	4.3.1 Statewide eHealth Specialist Consulting – VITLAccess Onboarding	Final annual report on work completed in FY15. Report shall define how the scope work defined in section 4.3.1 above was completed and shall be accompanied by any supporting documentation.	7/15/15
<b>Infrastructure</b>			
	4.4.1 Connection to Healthway	Progress report on work completed towards this project’s objectives in the previous month.	Monthly
	4.4.1 Connection to Healthway	Final annual report on work completed in FY15. Report shall define how the scope work defined in section 4.4.1 above was completed and shall be accompanied by any supporting documentation.	7/15/15

**7. Change Management Process**

- 7.1 Either party may request a change to the work to be performed, schedule, and/or budget of the Grant agreement so long as the resulting change will not exceed the scope and nature of this agreement. The Change Management process is detailed within this Section.
- 7.2 The Change Request Form (Appendix I – Required Forms) is submitted to the Executive Management Team or to an individual identified by the Executive Management Team to receive the form.
- 7.3 Review of the Change Request will be completed by both parties and recommendations for approval or rejection will be submitted to the members of the Executive Management Team within a period of ten (10) business days. Failure by either party to submit feedback, recommendations, or approval/rejection within that period will be escalated to the Executive Management Team.
- 7.4 To the extent that budget increases, decreases, or significant scope changes would be required, those changes would be subject to a formal amendment to this Agreement executed by Grantee and the State.
- 7.5 The Change Request Form must be approved by both parties and signed by the Director of the Vermont Blueprint for Health and the Grantee’s CEO before the Change Request can be considered effective.

## **8. Dispute Resolution**

- 8.1 In the event of a dispute between the parties, either party may give the Executive Management Team written notice that it desires to invoke the dispute resolution process described herein.
- 8.2 The Party invoking this section shall provide a short and plain statement of the basis for the dispute, in writing, to the other party and to the Executive Management Team.
- 8.3 Within fifteen (15) days of delivery of such notice, the Executive Management Team shall hold a meeting to receive information regarding the reasons for the dispute and review specific proposals for resolution.
- 8.4 If either party concludes that the dispute cannot be resolved in this matter after such meeting, then within twenty (20) days of that meeting, that party may pursue a resolution with the Commissioner of the Department of Vermont Health Access.

## **9. Significance of the Use of Federal Monies**

- 9.1 Both parties recognize the significance of the federal grant funding for this project. More specifically, both parties recognize the limitations of funding because of the use of federal grant monies. For example, under 45 C.F.R. § 63.18, only the grant award may be used for the projects described in this grant or as modified through the Change Management process. Moreover, under 45 C.F.R. § 74.21 the grantee must be able to establish the use of federal funds to accomplish the task in this grant, under 45 C.F.R. § 74.23 another federal grant may not be used to complete the work under this agreement, under 45 C.F.R. § 74.25 budget revisions must be made prior to altering grant, and 45 C.F.R. § 74.27 the grantee must only spend grant funds for allowable costs.
- 9.2 To protect grant funds from federal disallowance and recovery from the State or the Grantee, the grantee promises to comply with the following:
  - 9.2.1 Work invoiced by the Grantee for the purpose of expending funds against this Grant will include only work defined in Attachment A of this Grant.
  - 9.2.2 Grantee shall provide written notification to the State upon entering into a contractual relationship for work defined by this Agreement to be performed by the Grantee for another entity.
  - 9.2.3 The State reserves the right to audit the Grantee to ensure compliance with State and Federal regulations, including the cost allocation methodologies referenced below.
  - 9.2.4 The Grantee must separate accounting between projects to the extent it has different sources of funding for projects.
  - 9.2.5 Any work performed outside of the direction of the State will not be reimbursed. The State contact to authorize direct work include is the State's representative referenced on Page 1, Section 8 of this Agreement.
- 9.3 The Grantee shall be fully responsible for any work completed by its contractors and consultants. All work performed by contractors and consultants is subject to all conditions and requirements included in this Agreement. The Grantee shall receive written permission from the State prior to entering into an agreement with a

contractor or consultant if utilizing funds awarded under this Agreement. The State will respond within five (5) business days to review a request for the Grantee to contract for any non-emergency services. The State will respond within twenty-four (24) hours to review a request for the Grantee to contract for any emergency services, recognizing that in certain circumstances the Grantee may need to take action in less than 24 hours. The Subcontractor Approval Form is located in Appendix I – Required Forms.

9.4 Grantee shall be afforded the flexibility to manage and re-allocate resources, consistent with the provisions of Attachment A and B, to effectively and efficiently fulfill its responsibilities in this Grant agreement.

9.5 The Grantee shall utilize proper cost allocation methodology under this Agreement. The State currently funds the Grantee under an array of agreements and funding streams that have the capability of spanning multiple State Fiscal years.

9.5.1 Grantee shall abide by Federal cost allocation regulations as they pertain to the funding that the State is awarding to the Grantee for its use.

9.5.1.1 The Grantee warrants that they are aware of and shall comply with the following federal regulations as they pertain to straight or matched federal dollars received under its agreement(s) with the State:

- A-110: “Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations” (OMB Circular A-110);
- A-122: “Cost Principles for Non-Profit Organizations” (OMB Circular A-122);
- A-133: “Audits of States, Local Governments and Non-Profit Organizations” (OMB Circular A-133); and
- 2 CFR Chapter I, Chapter II, Part 200, et al.: “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Final Rule”  
<http://www.gpo.gov/fdsys/pkg/FR-2013-12-26/pdf/2013-30465.pdf>.

9.6 The Grantee is responsible for compliance to any and all other applicable federal regulations or guidelines specific to supporting the funding defined in this agreement. Changes submitted according to Section 7 shall be reviewed for compliance with State and federal law and may be subject to prior approval from State and/or federal regulators.

**ATTACHMENT B**  
**PAYMENT PROVISIONS**

The State shall pay the Grantee for work performed as described in Attachment A in conjunction with the Grantee budget set forth below. The maximum payable amount under this Grant shall not exceed \$4,781,788.91 in State Fiscal Year 2015 funds.

The maximum dollar amount payable under this Agreement is not intended as any form of a guaranteed amount. The Grantee will be paid for products, services, and allowable costs actually performed, expended, and properly allocated as specified in Attachment A, up to the maximum allowable amount specified in this Agreement. The payment schedule for delivered products, or rates for services performed, and any additional reimbursements, are included in this Attachment. The State of Vermont's payments terms are Net 00 days from date of invoice.

<b>SFY15 Grant Budget</b>	
	<b>TOTAL</b>
<b>Base Operations</b>	
Administrative Personnel Cost	\$ 993,099.00
Staff Salary Expense	\$ 1,794,909.00
Insurance	\$ 87,057.00
Professional & Legal	\$ 49,410.00
Outreach and Education	\$ 34,568.00
Occupancy/Rent	\$ 220,180.00
Telecommunications	\$ 84,793.00
Operational Expense	\$ 65,397.00
Meetings, Travel, Prof. Dev.	\$ 104,070.00
Depreciation	\$ 51,543.00
Direct IT Expense (equipment, software)	\$ 159,081.00
Direct State-wide Medicity Contract Expense:	\$ 593,581.00
<b>Base Operation Subtotal</b>	<b>\$ 4,237,688.00</b>
<b>Direct Allocations</b>	
Direct Consulting	\$ 278,225.00
Direct Travel	\$ 119,675.91
Medicity interface	\$ 46,200.00
Provider Interface Reimbursement	\$ 100,000.00
<b>Direct Allocation Subtotal</b>	<b>\$ 544,100.91</b>
<b>TOTAL FY15 Grant Agreement</b>	<b>\$ 4,781,788.91</b>

Variances of the subtotal budget items shall not exceed 10% without prior approval from the State. Written requests for such approvals must first be submitted by the Grantee prior to the expenditure of funds in excess of the above budgeted line items.

Grantee will submit two invoices on a monthly basis. The first invoice will be submitted at the beginning of the first month of the Grant period. This is referred to as the first payment. Services performed between July 1, 2014 and the start of this grant that are in conformity with Attachment A can be billed, in accordance with Attachment B, under this grant.

At the end of each month of the Grant period, as defined in Attachment A, Section 6: Reporting Requirements & Deliverables, the Grantee shall submit Progress Reports and Expenditure Reports along with an End of Month Invoice. Pending review and approval of the Progress Reports and Expenditure Reports, the State will release payment for the End of Month Invoice. See Table below for details on the payment provisions. The Progress and Expenditure Reports shall be due to the State within fifteen (15) days of the end of each month. The State shall have five (5) business days to review the reports. Any discrepancies or changes that the State would like clarification or more detail on, the State shall provide a written request to the Grantee within the five (5) business day review period. The Grantee shall have five (5) business days to respond to the State's request and resubmit the reports. The State shall review the resubmitted reports within five (5) business days and either accept or reject the reports. If the report is not approved within five (5) business days, the approval may be escalated to the Executive Management Team.

The table below represents the estimated percentages to be made available to the Grantee at the beginning and end of each month. These amounts represent the maximum funding the Grantee may invoice per month based on expenses incurred during that month. A quarterly and year-end reconciliation will be conducted by both parties to review payments, review outstanding invoices, and review overall budgetary concerns. Quarterly reconciliations shall occur for the periods ending 9/30/14, 12/31/14, 3/31/15, and the year-end reconciliation shall occur for the period ending 6/30/15. Based on the findings of the quarterly reconciliation, the budget and the payment provisions for the remainder of the Grant year may be recalculated upon mutual agreement of both parties. In the event that the Grantee's expenses are lower than the total maximum funding amount for that quarter, the State may request that the Grantee return funds until expended. At no time may the spend rate or monthly payments be adjusted in such a way to exceed the maximum funding allowed in this Grant agreement.

<b>SFY15 VITL Grant Estimated Payment Provisions Percentages of \$4,781,789.00</b>		
<b>SFY15 Grant</b>		
<b>Month</b>	<b>Beginning</b>	<b>End</b>
<b>Jul</b>	7.45%	2.48%
<b>Aug</b>	7.45%	2.48%
<b>Sep</b>	7.45%	2.48%
<b>Oct</b>	7.45%	2.48%
<b>Nov</b>	5.65%	1.88%
<b>Dec</b>	5.65%	1.88%
<b>Jan</b>	5.65%	1.88%
<b>Feb</b>	5.65%	1.88%
<b>Mar</b>	5.65%	1.88%
<b>Apr</b>	5.65%	1.88%
<b>May</b>	5.65%	1.88%
<b>Jun</b>	**	**
<b>Totals*</b>	<b>75.00%</b>	<b>25.00%</b>

\* Estimated percentage

\*\*Final month's payment is contingent on final reconciliation

Each State fiscal quarter the Executive Management team will meet to review the progress of work as it relates to the expectations identified in the Agreement. Reasonable adjustments to project plans, priorities, deliverables and resource allocations may be recommended through the Executive Management Team for approval by the State. Adjustments to State funding to reflect changes in work may be requested. These meetings should occur no more than ten (10) business days after the end of a quarter as described in Section 5 (Management and Governance) of Attachment A. Disagreements between Grantee and the State regarding adjustments to project plans, priorities, deliverables and resource allocations will be addressed utilizing the process identified in Section 8 (Dispute Resolution) of Attachment A.

In the event that additional or alternative funds are awarded to the Grantee to pay for duplicative items detailed in the scope of work detailed in Attachment A, or allocated as indirects in the budget approved in Attachment B, whether through State funds or any other source, the Grantee may no longer bill for this scope of work or allocate costs under this Agreement.

A final expenditure report is due no later than 90 days after the end of this grant agreement, unless an extension is granted by the State of Vermont, and will be reconciled to actual costs incurred from July 1, 2014 through June 30, 2015. Any overpayment of expenses will be returned to the State no later than October 15, 2015.

For situations in which payment may be reduced, such reductions shall not be made to the extent that the failure of Grantee's performance can be attributed to:

- Unforeseeable catastrophic events experienced at the Grantee's local and corporate facilities; or
- Unforeseeable catastrophic events experienced by State which has a material effect on the Grantee; or
- Complying with any directions of the State or its employees regarding changes to Scope of Work, to the extent that such changes were the result of properly effectuated change requests or amendments; or
- Documented inability to meet the requirements of the Grant due to a healthcare provider or EHR vendor's resource availability; or
- Quarterly adjustments resulting from the Sprint Projects protocol described in Section 5.1 of the Statement of Work.

Payments to the Grantee under this grant agreement shall not exceed \$4,781,788.91 in funding from State.

Invoices shall include an invoice number, date of submission, dates of service, the Agreement number, and shall be signed by an authorized representative of the Grantee. Monthly expenditure reports shall include the Agreement number, submission date, dates of expenditures, and shall be signed by an authorized representative of Grantee. Invoices and Monthly expenditure reports shall be submitted to:

Meaghan Kelley, Grants Management Specialist [Meaghan.Kelley@state.vt.us](mailto:Meaghan.Kelley@state.vt.us)

**ATTACHMENT C  
CUSTOMARY PROVISIONS FOR CONTRACTS AND GRANTS**

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

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

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

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

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

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

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

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

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

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

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

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

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

**Professional Liability:** Before commencing work on this Agreement and throughout the term of this Agreement, the Party shall procure and maintain professional liability insurance for any and all services performed under this Agreement, with minimum coverage of **\$2,000,000** per occurrence, and **\$4,000,000** aggregate.

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

required for the prior fiscal year. If a single audit is required, the Subrecipient will submit a copy of the audit report to the granting Party within 9 months. If a single audit is not required, only the Subrecipient Annual Report is required.

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

**10. Records Available for Audit:** The Party will maintain all books, documents, payroll papers, accounting records and other evidence pertaining to costs incurred under this agreement and make them available at reasonable times during the period of the Agreement and for three years thereafter for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved. The State, by any authorized representative, shall have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed under this Agreement.

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

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

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

- a. Party understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.
- b. Party certifies under the pains and penalties of perjury that, as of the date the Agreement is signed, the Party is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.
- c. Party understands that final payment under this Agreement may be withheld if the Commissioner of Taxes determines that the Party is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.
- d. Party also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Party has failed to make an appeal within the time allowed

by law, or an appeal has been taken and finally determined and the Party has no further legal recourse to contest the amounts due.

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

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

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

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

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

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

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

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

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.

**Attachment D**  
**Modifications of Requirements in Attachment C**

**1. The requirements contained in Attachment C, Paragraph 7 are hereby modified:**

Notwithstanding the language in Attachment C, Paragraph 7, the following language replaces paragraph 7 in its entirety.

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

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

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

Premises - Operations

Products and Completed Operations

Personal Injury Liability

Contractual Liability

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

\$1,000,000 Per Occurrence

\$1,000,000 General Aggregate

\$1,000,000 Products/Completed Operations Aggregate

\$ 50,000 Fire/ Legal/Liability

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

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

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

**Professional Liability:** Before commencing work on this Agreement and throughout the term of this Agreement, the Party shall procure and maintain professional liability insurance for any and all services performed under this Agreement, with minimum coverage of **\$2,000,000** per occurrence, and **\$4,000,000** aggregate and first party Breach Notification Coverage of not less than **\$3,000,000**.

Approval:

**Assistant Attorney General:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Attachment E**  
**Business Associate Agreement**

This Business Associate Agreement (“Agreement”) is entered into by and between the State of Vermont Agency of Human Services, operating by and through its **Department of Vermont Health Access** (“Covered Entity”) and **Vermont Information Technology Leaders, Inc.** (“Business Associate”) as of **August 15, 2014**. This Agreement supplements and is made a part of the contract/grant to which it is attached.

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

The parties agree as follows:

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

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

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

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

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

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

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

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

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

**2. Identification and Disclosure of Privacy and Security Offices.** Business Associate and Subcontractors shall provide, within ten (10) days of the execution of this agreement, written notice to the Covered Entity’s contract/grant manager the names and contact information of both the HIPAA Privacy Officer and HIPAA Security Officer. This information must be updated any time either of these contacts changes.

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

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

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

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

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

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

**6. Documenting and Reporting Breaches.**

6.1 Business Associate shall report to Covered Entity any Breach of Unsecured PHI, including Breaches reported to it by a Subcontractor, as soon as it (or any of its employees or agents) becomes aware of any such Breach, and in no case later than two (2) business days after it (or any of its employees or agents) becomes aware of the Breach, except when a law enforcement official determines that a notification would impede a criminal investigation or cause damage to national security.

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

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

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

**7. Mitigation and Corrective Action.** Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to it of an impermissible use or disclosure of PHI, even if the impermissible use

or disclosure does not constitute a Breach. Business Associate shall draft and carry out a plan of corrective action to address any incident of impermissible use or disclosure of PHI. If requested by Covered Entity, Business Associate shall make its mitigation and corrective action plans available to Covered Entity. Business Associate shall require a Subcontractor to agree to these same terms and conditions.

**8. Providing Notice of Breaches.**

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

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

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

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

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

**9. Agreements with Subcontractors.** Business Associate shall enter into a Business Associate Agreement with any Subcontractor to whom it provides PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity in which the Subcontractor agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such

PHI. Business Associate must enter into this Business Associate Agreement before any use by or disclosure of PHI to such agent. The written agreement must identify Covered Entity as a direct and intended third party beneficiary with the right to enforce any breach of the agreement concerning the use or disclosure of PHI. Business Associate shall provide a copy of the Business Associate Agreement it enters into with a subcontractor to Covered Entity upon request. Business associate may not make any disclosure of PHI to any Subcontractor without prior written consent of Covered Entity.

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

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

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

**13. Books and Records.** Subject to the attorney-client and other applicable legal privileges, Business Associate shall make its internal practices, books, and records (including policies and procedures and PHI) relating to the use and disclosure of PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity available to the Secretary in the time and manner designated by the Secretary. Business Associate shall make the same information available to Covered Entity, upon Covered Entity's request, in the time and manner reasonably designated by Covered Entity so that Covered Entity may determine whether Business Associate is in compliance with this Agreement.

**14. Termination.**

14.1 This Agreement commences on the Effective Date and shall remain in effect until terminated by Covered Entity or until all of the PHI provided by Covered Entity to Business Associate or created or received by Business Associate on behalf of Covered Entity is destroyed or returned to Covered Entity subject to Section 18.7.

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

**15. Return/Destruction of PHI.**

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

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

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

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

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

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

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

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

**18. Miscellaneous.**

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

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

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

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

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

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

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

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

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

(Rev: 9/21/13)

## 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](http://www.vermont211.org)
3. **Medicaid Program Contractors:**

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

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

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

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

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

**Federal Medicaid System Security Requirements Compliance:** All contractors and subcontractors must provide a security plan, risk assessment, and security controls review document within three months of the start date of this agreement (and update it annually thereafter) to support audit compliance with 45CFR95.621 subpart F, *ADP (Automated Data Processing) System Security Requirements and Review Process*.
4. **Non-discrimination Based on National Origin as evidenced by Limited English Proficiency.** The Contractor agrees to comply with the non-discrimination requirements of Title VI of the Civil Rights Act of 1964, 42 USC Section 2000d, et seq., and with the federal guidelines promulgated pursuant to

Executive Order 13166 of 2000, which require that contractors and subcontractors receiving federal funds must assure that persons with limited English proficiency can meaningfully access services. To the extent the Contractor provides assistance to individuals with limited English proficiency through the use of oral or written translation or interpretive services in compliance with this requirement, such individuals cannot be required to pay for such services.

5. **Voter Registration.** When designated by the Secretary of State, the Contractor agrees to become a voter registration agency as defined by 17 V.S.A. §2103 (41), and to comply with the requirements of state and federal law pertaining to such agencies.
6. **Drug Free Workplace Act.** The Contractor will assure a drug-free workplace in accordance with 45 CFR Part 76.
7. **Privacy and Security Standards.**

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

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

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

**Social Security numbers:** The Contractor agrees to comply with all applicable Vermont State Statutes to assure protection and security of personal information, including protection from identity theft as outlined in Title 9, Vermont Statutes Annotated, Ch. 62.
8. **Abuse Registry.** The Contractor agrees not to employ any individual, use any volunteer, or otherwise provide reimbursement to any individual in the performance of services connected with this agreement, who provides care, custody, treatment, transportation, or supervision to children or vulnerable adults if there is a substantiation of abuse or neglect or exploitation against that individual. The Contractor will check the Adult Abuse Registry in the Department of Disabilities, Aging and Independent Living. Unless the Contractor holds a valid child care license or registration from the Division of Child Development, Department for Children and Families, the Contractor shall also check the Central Child Protection Registry. (See 33 V.S.A. §4919(a)(3) & 33 V.S.A. §6911(c)(3)).
9. **Reporting of Abuse, Neglect, or Exploitation.** Consistent with provisions of 33 V.S.A. §4913(a) and §6903, any agent or employee of a Contractor who, in the performance of services connected with this agreement, has contact with clients or is a caregiver and who has reasonable cause to believe that a child or vulnerable adult has been abused or neglected as defined in Chapter 49 or abused, neglected, or

exploited as defined in Chapter 69 of Title 33 V.S.A. shall make a report involving children to the Commissioner of the Department for Children and Families within 24 hours or a report involving vulnerable adults to the Division of Licensing and Protection at the Department of Disabilities, Aging, and Independent Living within 48 hours. This requirement applies except in those instances where particular roles and functions are exempt from reporting under state and federal law. Reports involving children shall contain the information required by 33 V.S.A. §4914. Reports involving vulnerable adults shall contain the information required by 33 V.S.A. §6904. The Contractor will ensure that its agents or employees receive training on the reporting of abuse or neglect to children and abuse, neglect or exploitation of vulnerable adults.

10. **Intellectual Property/Work Product Ownership.** All data, technical information, materials first gathered, originated, developed, prepared, or obtained as a condition of this agreement and used in the performance of this agreement - including, but not limited to all reports, surveys, plans, charts, literature, brochures, mailings, recordings (video or audio), pictures, drawings, analyses, graphic representations, software computer programs and accompanying documentation and printouts, notes and memoranda, written procedures and documents, which are prepared for or obtained specifically for this agreement - or are a result of the services required under this grant - shall be considered "work for hire" and remain the property of the State of Vermont, regardless of the state of completion - unless otherwise specified in this agreement. Such items shall be delivered to the State of Vermont upon 30 days notice by the State. With respect to software computer programs and / or source codes first developed for the State, all the work shall be considered "work for hire," i.e., the State, not the Contractor or subcontractor, shall have full and complete ownership of all software computer programs, documentation and/or source codes developed.

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

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

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

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

12. **Computing and Communication:** The Contractor shall select, in consultation with the Agency of

Human Services' Information Technology unit, one of the approved methods for secure access to the State's systems and data, if required. Approved methods are based on the type of work performed by the Contractor as part of this agreement. Options include, but are not limited to:

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

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

13. **Lobbying.** No federal funds under this agreement may be used to influence or attempt to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, continuation, renewal, amendments other than federal appropriated funds.
14. **Non-discrimination.** The Contractor will prohibit discrimination on the basis of age under the Age Discrimination Act of 1975, on the basis of handicap under section 504 of the Rehabilitation Act of 1973, on the basis of sex under Title IX of the Education Amendments of 1972, or on the basis of race, color or national origin under Title VI of the Civil Rights Act of 1964. No person shall on the grounds of sex (including, in the case of a woman, on the grounds that the woman is pregnant) or on the grounds of religion, be excluded from participation in, be denied the benefits of, or be subjected to discrimination, to include sexual harassment, under any program or activity supported by state and/or federal funds.

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

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

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

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

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

**APPENDIX I – REQUIRED FORMS**  
**Department of Vermont Health Access**  
**Request for Approval to Subcontract**

Date of Request: \_\_\_\_\_

Grantee Name:	_____	<b>Grant #:</b> _____
Address:	_____	
Phone Number:	_____	
Contact Person:	_____	
Signature:	_____	

Subcontractor Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Scope of Subcontracted Services: \_\_\_\_\_

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

Dollar Amount of Subcontracted Services: \$ \_\_\_\_\_

Date Range for Subcontracted Services: Start: \_\_\_\_\_ End: \_\_\_\_\_

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

Business Office Review

Comments: \_\_\_\_\_

**Approval:** \_\_\_\_\_ **Title:** \_\_\_\_\_ **Date:** \_\_\_\_\_

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

**PROJECT CHANGE REQUEST FORM**

In accordance with Attachment A, Change Management Process, this Project Change Request Form will be used by the Executive Management Team (EMT) to review and approve changes to the scope of work of this Agreement. To the extent that budget increases or significant scope changes would be required, those changes would be subject to a formal amendment to this Agreement executed by VITL and the State Department of Vermont Health Access (DVHA). This document must be signed by both parties before being considered effective.

Change Request Name:	Date submitted:	Priority: H M L
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Requested by:	Assessed by:
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Change Request ID:	
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Detail (Description of Proposed Change):

Reason for Change (Benefits):

Implications of Not Making This Change:

Related Project Name:

**CHANGE REQUEST ASSESSMENT**

Cost Impact:

Schedule Impact:

Resource Impact:

Other Implications:

Overall Assessment/Recommendation:

Requires Amendment to Agreement: YES  NO

**SIGNATURES: Executive Management Team (EMT)**

Executive Director, VT Blueprint for Health:	Date:
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CEO, VITL:	Date:
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**STATUS (Circle one)**

1. Change: Authorized	2. Change: Deferred	3. Change: Disapproved
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Explain if Deferred or Disapproved: