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

SECTION I - GENERAL GRANT INFORMATION

1 Grant #: 03410-2290-22	2 Original [X]	Amendment # [ ]
3 Grant Title: Blueprint for Northwestern Medical Center Hospital HSA		
4 Amount Previously Awarded: $0.00	5 Amount Awarded This Action: $204,000.00	6 Total Award Amount: $204,000.00
7 Award Start Date: 10/01/2021	8 Award End Date: 09/30/2022	9 Subrecipient Award: YES [X] NO [ ]
10 Vendor #: 41860	11 Grantee Name: Northwestern Medical Center	
12 Grantee Address: 133 Fairfield Street		
13 City: St Albans	14 State: VT	15 Zip Code: 05478
16 State Granting Agency: AHS/Department of Vermont Health Access		17 Business Unit: 03410
18 Performance Measures: YES [X] NO [ ]	19 Match/In-Kind:	Description:

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

SECTION II - SUBRECIPIENT AWARD INFORMATION

21 Grantee DUNS #: 060525748	22 Indirect Rate: % (Approved rate or de minimis 10%)	23 FFATA: YES [X] NO [ ]
24 Grantee Fiscal Year End Month (MM format): 9		25 R&D: [ ]

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

SECTION III - FUNDING ALLOCATION

STATE FUNDS

Fund Type	27 Awarded Previously	28 Award This Action	29 Cumulative Award	30 Special & Other Fund Descriptions
General Fund		$34,763.23	$34,763.23	
Special Fund			$0.00	
Global Commitment (non-subrecipient funds)		$61,330.02	$61,330.02	
Other State Funds			$0.00	

FEDERAL FUNDS *(includes subrecipient Global Commitment funds)*

31 CFDA#	32 Program Title	33 Awarded Previously	34 Award This Action	35 Cumulative Award	36 FAIN	37 Fed Award Date	38 Total Federal Award
93.778	Medicaid Assistance Program		$34,763.23	$34,763.23			
39 Federal Awarding Agency:			40 Federal Award Project Descr:				
93.778	Medicaid Assistance Program - Global Commitment (sub-recipient funds)		$73,143.52	$73,143.52			
Federal Awarding Agency:			Federal Award Project Descr:				
				$0.00			
Federal Awarding Agency:			Federal Award Project Descr:				
				$0.00			
Federal Awarding Agency:			Federal Award Project Descr:				
				$0.00			
Federal Awarding Agency:			Federal Award Project Descr:				
Total Awarded - All Funds		$0.00	$204,000.00	$204,000.00			

Required Federal Award Information

SECTION IV - CONTACT INFORMATION

41 STATE GRANTING AGENCY	42 GRANTEE
NAME: Mara Krause Donohue	NAME: Denise Smith
TITLE: Project Administrator	TITLE: Program Manager
PHONE: (802) 241-0261	PHONE: (802) 355-0694
EMAIL: Mara.Donohue@vermont.gov	EMAIL: dsmith@nmcinc.org

Form Effective 12/26/2014

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PART 2 – GRANT AGREEMENT

1. **Parties:** This is a Grant Agreement between the State of Vermont, Department of Vermont Health Access (hereafter called "State") and Northwestern Medical Center with a principal place of business in St Albans, Vermont (hereafter called "Subrecipient"). It is the Subrecipient's responsibility to contact the Vermont Department of Taxes to determine if, by law, the Subrecipient is required to have a Vermont Department of Taxes Business Account Number.

2. **Subject Matter:** The subject matter of this Grant Agreement is to administer the Blueprint for Health program initiatives in the St Albans, Vermont Health Service Area. Detailed services to be provided by the Subrecipient are described in Attachment A.

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

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

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

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

	For the State	For the Subrecipient
Assistant Director/Program Manager	Mara Krause Donohue	Denise Smith
Phone #:	802-798-2471	802-355-0694
E-mail:	Mara.Donohue@vermont.gov	dsmith@nmcinc.org
Financial:	Andria Golden	
Phone #:	802-798-9143	
E-mail:	Andria.Golden@vemont.gov	

7. **Notices to the Parties Under this Grant Agreement:** To the extent notices are made under this Grant Agreement, the parties agree that such notices shall only be effective if sent to the following persons as representative of the parties:

	STATE REPRESENTATIVE	SUBRECIPIENT
Name	DVHA Legal Unit	Denise Smith
Address	NOB 1 South, 280 State Drive Waterbury, VT 05671	133 Fairfield Street St Albans, VT 05478
Email	AHS.DVHAlegal@vermont.gov	dsmith@nmcinc.org

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The parties agree that notices may be sent by electronic mail except for the following notices which must be sent by United States Postal Service certified mail: termination of grant agreement, grant actions, damage claims, breach notifications, alteration of this paragraph.

8. Attachments: This Grant Agreement consists of 37 pages including the following attachments which are incorporated herein:

Grant Agreement Part 1 – Grant Award Detail Page
Grant Agreement Part 2 – Grant Agreement
Attachment A – Scope of Work to be Performed
Attachment B – Payment Provisions
Attachment C – Standard State Provisions for Contracts and Grants
Attachment D – Modifications to Customary Provisions
Attachment E – Business Associate Agreement
Attachment F – Agency of Human Services' Customary Contract/Grant Provisions
Appendix I – Request for Approval to Subcontract

Order of precedence of these documents shall be as follows:

1. Grant Agreement Parts 1 and 2
2. Attachment D – Modifications to Customary Provisions
3. Attachment C – Standard State Provisions for Contracts and Grants
4. Attachment A – Scope of Work to be Performed
5. Attachment B – Payment Provisions
6. Attachment E – Business Associate Agreement
7. Attachment F – AHS Customary Grant Provisions

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

BY THE STATE OF VERMONT:

DocuSigned by:
Sandi Hoffman 10/20/2021
B34E5A2F3ED5411...

SANDI HOFFMAN, DEPUTY COMMISSIONER DATE
AHS/DVHA
NOB 1 SOUTH, 280 STATE DRIVE
WATERBURY, VT 05671
PHONE: 802-798-2186
EMAIL: SANDI.HOFFMAN @VERMONT.GOV

BY THE SUBRECIPIENT:

DocuSigned by:
10/1/2021
CFF5949690D24D9...

DR. DEAN FRENCH, CEO DATE
NORTHWESTERN MEDICAL CENTER
133 FAIRFIELD STREET
ST. ALBANS, VT 05478
EMAIL: DFRENCH@NMCINC.ORG

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ATTACHMENT A
SCOPE OF WORK TO BE PERFORMED

1 Definitions

1. "Accountable Care Organization" or "ACO" means an organization of health care providers that has a formal legal structure, is identified by a federal Taxpayer Identification Number, and agrees to be accountable for the quality, cost, and overall care of the patients assigned to it.

2. "All-Payer Model" or "APM" is the negotiated agreement between the State and the Centers for Medicare and Medicaid Services (CMS) to test an alternative payment model through ACOs. Under this agreement, Medicare, Medicaid, and commercial payers within the State of Vermont incentivize health care value and quality under the same payment structure for most providers throughout the State.

3. "Blueprint for Health" or "Blueprint" means the State's 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.

4. "Community Collaborative" (sometimes referred to as an "Accountable Community for Health) means the locally-led group of community partners and stakeholders who meet regularly to integrate health care and human services, align quality improvement initiatives, improve care coordination activities, and strengthen community health infrastructure. The Community Collaborative is tasked with developing and implementing collaborative strategies for achieving the state population health and ACO goals within their local health service area, using the Accountable Communities for Health framework.

5. "Community Health Team" or "CHT" means staff in the local Health Service Areas supported by Blueprint insurer payments, including staff supported through the Medication Assisted Treatment (MAT) and Women's Health Initiative (WHI) programs. These staff supplement services available in Patient-Centered Medical Homes (PCMHs) and link patients with services for non-medical health-related social needs. They may be embedded with primary care practices or centralized in the HSA.

6. "Health Service Area" or "HSA" refers to the distinct geographic regions described in Section 4.1.4 or the Vermont Blueprint for Health Manual.

7. "Hub and Spoke Model" refers to Vermont's system of regional Opioid Treatment Programs (Hubs) and Office-Based Opioid Treatment in community-based primary care and specialty Practice settings (Spokes) where prescribing teams provide MAT and health home services, including care coordination, for Vermonters with opioid use disorder.

8. "Medication Assisted Treatment" or "MAT" means the use of medications, in combination with counseling and behavioral therapies, to provide a holistic and patient-centered approach to the treatment of opioid use disorder.

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9. "Patient-Centered Medical Homes" or "PCMH" means primary care Practices that have achieved recognition by the National Committee for Quality Assurance (NCQA) for meeting and/or maintaining standards of excellence in primary care.

10. "Patient-Centered Specialty Practice" or "PCSP" means a specialist Practice that has been recognized by NCQA for demonstrating patient-centered care, clinical quality, and care coordination.

11. "Practice" means a health care provider or group of providers located at a single geographic location.

12. "Program Manager" means the individual, hired by the Subrecipient, who is responsible for the implementation of this Grant Agreement.

13. "Quality Improvement Facilitator" or "QI Facilitator" means a Blueprint-funded professional who works directly with Practices to provide technical expertise in NCQA-PCMH standards and ongoing quality improvement coaching.

14. "Vermont Health Information Exchange" or "VHIE" means the secure, statewide data network which gives health care providers, ACOs, and other approved users the ability to electronically exchange and access medical records.

15. "Women's Health Initiative" or "WHI" means a program for improving women's health outcomes that includes women's health care providers in the Blueprint. Participating providers deliver preventive care, psychosocial screenings, comprehensive family planning counseling, and access to long-acting reversible contraception, when chosen by the patient and clinically appropriate.

2 Scope of Work

2.1 Health Service Area

Under this Grant Agreement, the Subrecipient is the administrative entity for the St Albans Health Service Area. The Subrecipient will administer the Vermont Blueprint for Health Program in accordance with the Vermont Blueprint for Health Manual (Blueprint Manual), which may be modified or amended from time to time. https://blueprintforhealth.vermont.gov/sites/bfh/files/Blueprint-Manual-Oct1-2018.pdf In accordance with Section 3 of the Blueprint Manual, Subrecipient is a CMS eligible provider. If Subrecipient loses this status, Subrecipient must immediately notify State. Failure to be qualified as a CMS eligible provider may result in termination of this Grant Agreement.

2.2 Staffing

The Subrecipient shall have a:

Program Manager: The Program Manager shall be the primary local contact responsible for management of all programmatic and administrative components of the agreement. If more than one individual is sharing this role, a single point of contact shall be named.

Quality Improvement (QI) Facilitator: The QI Facilitator will oversee quality improvement projects within the primary care Practices, specialty medical Practices acting as Spokes, Hubs, and women's health Practices. The Quality Improvement Facilitator will have the primary responsibility of

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coordinating key quality improvement QI activities and projects at several primary care practices, specialty practices, and community collaboratives. The Quality Improvement Facilitator will help engaging practices/organizations work through the continuous quality improvement process to:

a. Achieve, maintain, and continue improvement on practice transformation as a Patient Centered Medical Home;
b. Meet standards and continue improvement on population health quality and payment reform efforts, defined by Blueprint, Green Mountain Care Board or Accountable Care Organizations (ACOs); and
c. Achieve and continue improvement on clinical, cost, or patient experience priorities identified by the practice.

In the event of a position vacancy, the Subrecipient shall attempt to fill the position within 60 days and shall develop and provide to the State within 15 days of becoming aware of the vacancy a contingency plan for covering responsibilities in the interim. The contingency plan shall be subject to the approval of the State. Nothing in this agreement is intended to alter or modify the hiring policies of the Subrecipient. The State reserves the right to issue recommendations to the Subrecipient during the interviewing process based upon State review of resumes and the interview process. The Subrecipient shall not make an offer of employment using funds under this agreement without first obtaining approval of the State.

2.3 Blueprint for Health Administration

2.3.1 Community Health Team (CHT): The Subrecipient shall have primary oversight for the CHT including acting as the fiscal agent for CHT funding received by the insurers, maintaining a CHT plan under the direction of the Community Collaborative, ensuring the CHT is fully staffed and deployed equitably to participating Practices, and providing general supervision for the operations of the team.

2.3.2 Community Collaborative/ACH: The Subrecipient will support the Community Collaborative within its HSA.

2.3.3 Health Reform: The Subrecipient shall work collaboratively with the State and the ACO to prepare and launch new initiatives and services as they arise. The Program Manager shall coordinate recruitment and hiring or subcontracting of those resources according to State direction. Current and new initiatives include: the MAT and WHI programs, implementation of the All-Payer Model, the population health care model, coordinating the Accountable Community for Health, and coordinating transition of the Self-Management Programs to the Vermont Department of Health.

2.4 Program Evaluation Participation

The Subrecipient shall provide data as requested by the State for evaluation of the core programs or APM and any additional services (such as the MAT initiative or WHI), including, but not limited to, proof of participation in chart reviews, patient experience of care surveys, and focus groups. The Subrecipient will also support the exchange of health information with the Vermont Health Information Exchange.

3 Reports

Successful submission of the below listed reports is contingent upon State's receipt, review, and approval of the reports. The State may reject a report for failure to meet the requirements under this section. State will provide a reason for the rejection and an opportunity to revise the report for resubmission. A report will be considered timely filed if submitted by the initial due date, even if the State later rejects the report.

The Subrecipient shall submit a report to the State on a quarterly basis which describes the Subrecipient's activities and progress in performing the implementation and administrative functions described in the Vermont Blueprint for Health Manual. The State will provide a template for this report. The Subrecipient will report accomplishments and successes as well as challenges and barriers to success. This report will be

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used to both document Blueprint implementation and to identify areas of potential intervention by the State to improve performance. The Subrecipient will report on each aspect of Blueprint implementation, including, but not limited to:

- Statewide Health Reform Efforts;
- ACO Coordination;
- Community Health Team Staffing and Administration;
- MAT and WHI Implementation;
- Implementation of the Care Model (as described in the Vermont Blueprint for Health Manual);
- Community Collaborative/Accountable Community for Health;
- Self-Management Programs delivered in conjunction with the Department of Health;
- Participation in Quality Improvement Initiatives;
- Practice Outreach;
- Data Transmission to the VHIE;
- NCQA Scoring; and
- New Blueprint and/or ACO Initiatives as appropriate.

These reports will include attachments as requested by the State to document specific activities. The reports will describe the activities in the previous 3 months, and will be submitted to the State on or before the following dates:

- October 15, 2021
- January 15, 2022
- April 15, 2022
- July 15, 2022

The State may require more frequent assessments of progress if State has concerns about Subrecipient performance.

Additionally, the Subrecipient is responsible for periodically reporting and updating the information listed in the table below at least quarterly by the dates indicated, by entering data into the Blueprint portal or another data reporting system designated by the State.

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CHT/MAT/WHI Staffing and Practice Information: Enter updated CHT/MAT/WHI staffing and Practice information. This includes practice closures, mergers, and openings.	October 15, 2021 January 15, 2022 April 15, 2022 July 15, 2022
Monitor NCQA PCMH Recognition: Each quarter, the State shall notify and identify to the Program Manager a cohort of Practices which are scheduled to undergo NCQA PCMH recognition approximately 6 months in the future. For those identified Practices, the Program Manager, in partnership with the assigned Blueprint QI Facilitator, shall closely monitor progress towards the reporting date and ensure all appropriate Practice and provider information is updated in the Blueprint Portal (or other data reporting system) accordingly.	October 15, 2021 January 15, 2022 April 15, 2022 July 15, 2022 (for each such date, with respect to Practices identified to Subrecipient within the prior quarter)
New Practice Total Unique Patient Counts: For practices new to the Blueprint, enter Practice-level patient counts to determine CHT staffing ratios. Patient counts are to be calculated in accordance with the "Total Unique Vermont Patients" attribution algorithm in the Blueprint Manual (https://blueprintforhealth.vermont.gov/implementation-materials)	December 15, 2021 March 15, 2022 June 15, 2022 September 15, 2022

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ATTACHMENT B
PAYMENT PROVISIONS

The maximum dollar amount payable under this Grant Agreement is not intended as any form of a guaranteed amount. This is a reimbursement agreement. Funds shall be distributed to the Subrecipient as a reimbursement of actual allowable costs by the Subrecipient in the performance of program functions described in Attachment A, up to the maximum allowable amount specified in Part 1 – Grant Award Detail Page of this agreement**.** The Subrecipient shall demonstrate that funds have been properly expended in order to be reimbursed by the State.

1. Prior to commencement of work and release of any payments, the Subrecipient shall submit to the State:

a. a certificate of insurance consistent with the requirements set forth in Attachment C, Section 8 (Insurance), and with any additional requirements for insurance as may be set forth elsewhere in this Grant Agreement; and

b. a current IRS Form W-9 (signed within the last six months).

2. Payment terms are **Net 00** days from the date the State receives an error-free invoice with all necessary and complete supporting documentation.

3. Subrecipient shall submit detailed invoices itemizing all work performed during the invoice period, including the dates of service, rates of pay, hours of work performed, and any other information and/or documentation appropriate and sufficient to substantiate the amount invoiced for payment by the State. All invoices must include the Grant # for this agreement. Subrecipient shall submit invoices to the State in accordance with the schedule set forth in this Attachment B. Invoices shall be submitted not more frequently than monthly.

4. Original invoices and reports must be signed and dated by the Subrecipient and shall be submitted to the State at the following address: AHS.DVHAInvoices@vermont.gov.

5. The Subrecipient shall submit monthly for costs incurred in connection with services rendered in the previous month or quarter, on or before the 15th day of the following month. Costs incurred prior to the previous month, but not previously claimed, shall be clearly identified. All costs must be incurred within the Grant Term.

a. Invoices will only be paid upon the approval of State after completion of program activities agreed upon in Attachment A.

b. Invoices will include specified line items for program costs, training costs, and travel expenses.

i. Program costs includes:

1. Approved salary and fringe benefits of Program Manager and QI Facilitator;

a. Salary and fringe benefits will be subject to quarterly caps. Subrecipient will not invoice the State, and the State will not pay, for more than 25% of the total salary and fringe benefits for Project Management and QI Facilitator per quarter.

b. If the Program Manager or QI Facilitator position is vacant, Subrecipient shall not invoice for, and State shall not pay, these costs.

2. Training costs (costs associated with providing training) that have been approved by the State;

3. Other approved expenses by the State.

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ii. Travel expenses are limited to:
1. Costs approved by the State in writing prior to incurring expenses. Routine mileage travel expenses will not require prior approval.
2. Travel costs are not reimbursable for travel expenses incurred within the HSA.
3. Training costs (costs associated with receiving training) that have been approved by the State.

c. Invoices must include:
i. Name, address, signature, and point of contact information of Subrecipient;
ii. Date of invoice submission;
iii. Date(s) of program period the invoice covers;
iv. Unique invoice number;
v. Itemized expenses organized by activity. All reimbursable expenses will fall in one of the following line items:
1. Program costs, or
2. Travel expenses
vi. All itemized expenses and State-approved back-up documentation must be submitted in accordance with the *State of Vermont Agency of Administration Bulletin 3.4: Employee Travel and Expense Policy.* The State will notify the Subrecipient of mileage reimbursement rates and meal reimbursement rates allowable during the Grant Term. https://humanresources.vermont.gov/compensation/expense-reimbursement.

6. The Subrecipient must submit the Subrecipient Grantee Financial Monitoring Report (provided by the State) monthly to the State Fiscal Manager.

7. Reimbursable Expenses. The Subrecipient will be reimbursed for actual, reasonable and necessary travel and expenses incurred in the conduct of official business under this Grant Agreement, subject to any limits set forth in this agreement. Economy, prudence and necessity shall be of primary concern when planning and paying for travel and expenses under this agreement. Beyond assuming a reasonable level of safety and convenience for the Subrecipient, every effort should be made to keep travel and expenses to a minimum; the use of grant funds for purchases that are inherently personal in nature or to accommodate personal comfort and taste is not permitted. This does not restrict or prohibit the lawful and necessary travel expenses of qualified individuals for "reasonable accommodations" pursuant to the Americans with Disabilities Act (ADA).

8. Timeliness of Claims. To ensure proper and timely accounting of State and Federal funds, the Subrecipient is expected to submit expense reimbursement requests in the invoice immediately following that date the expense was incurred.

9. Documentation. The primary responsibility for expense documentation resides with the Subrecipient. As funds issued under this agreement are subject to audit by federal agencies, internal and external auditors, and others, thorough documentation (ie. who, what when, where, why and how much) and accounting is required.

a. All requests for reimbursement of travel and expenses require itemized receipts and proofs of payment to substantiate the expenses.

b. Credit card statements alone are not sufficient documentation due to lack of itemization.

c. Documentation must include all required travel authorizations and pre-authorizations for non-travel business expenses.

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d. For airfare, travel itineraries or online quotes alone do not constitute proof of payment.

e. Hotel bills must be detailed with charges itemized and indicate proof of payment.

f. Electronic receipts for purchases made via websites are acceptable provided they identify the vendor, buyer, date of purchase, item(s) purchased and amount paid, along with proof of payment indication.

g. Any unallowable expense items included on bills/receipts must be deducted and not submitted for reimbursement.

h. If attending a conference, include the conference brochure, agenda, etc. to substantiate the business purpose.

i. It is not appropriate to round off amounts or to estimate expenses when requesting reimbursement.

j. In the limited instances where receipts are not required, the Subrecipient must still report only the actual amounts paid and itemize these expenses:

   i. Expense items not requiring receipts include nominal amounts for tolls, parking meters, subways, shuttles, and tips.

k. If a receipt is lost, misplaced or damaged beyond legibility, the Subrecipient is responsible for contacting the vendor and requesting a copy of the receipt.

10. Mode and Route of Travel. The Subrecipient shall not be reimbursed for additional expenses that are incurred due to travel routing that is for the sole convenience of the traveler(s), including indirect travel routes, stopovers or leaving earlier/returning later than necessary, unless there is sufficient documentation that the cost of the entire trip (including transportation, lodging, meals, incidentals, etc.) is no more than the costs would have been without the personal convenience. Calculations that justify the cost effectiveness of any personal convenience must be included with the expense documentation. Business class, first class and other premium modes of travel or fees charged for preferred seating are not allowable expenses.

11. Lodging. When a room is shared with a person who is not currently performing services under this Grant Agreement, the Subrecipient is entitled to reimbursement at the lesser of the single room rate or the actual cost for just the Subrecipient's lodging. When a room is shared by individuals performing services under this Grant Agreement, the names of all individuals must be provided with the hotel bill. One claim may be made by the Subrecipient for reimbursement for the entire cost of the lodging or, if practical, reimbursement may be calculated on a pro-rated share of the total allowable cost. Suites or larger non-standard rooms may be allowable provided there is documented cost savings over the price of multiple standard rooms. Charges resulting from a failure to observe check-out times, negligence in not cancelling a guaranteed reservation, or property damages caused by the Subrecipient will be considered an unnecessary expense and ineligible for reimbursement. Overnight in-state lodging is reimbursable when the Subrecipient's employee is required to work significantly beyond their normal work schedules (including travel time) and at a location that is not their official workstation that is at least 40 miles from the employee's residence.

12. Meals. The Subrecipient is entitled to reimbursement of meals for employees on authorized travel under the terms of this Grant Agreement for actual costs incurred up to the State's maximum rates at the time of the expense listed at https://humanresources.vermont.gov/compensation/expense-reimbursement. The maximum meal reimbursement rates are inclusive of all food, non-alcoholic beverages, services, taxes and gratuities. Different rates are established for breakfast, lunch and dinner, in-state and out-of-state under the following conditions:

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a. Breakfast may be an allowable expense on the departure date for travel requiring an overnight stay, or for travel not requiring an overnight stay, if it is necessary for the Subrecipient's employee to begin travel more than 2 hours earlier than the start of their normally scheduled workday.

b. Dinner may be an allowable expense on the return date from travel requiring an overnight stay, or for travel not requiring an overnight stay, if the Subrecipient's employee is unable to return to their residence or official workstation until at least 2 hours later than the end of their normally scheduled workday.

c. Alcohol is never an allowable cost for meal reimbursement.

d. The Subrecipient shall be reimbursed for its employee's out-of-pocket meal expenses incurred during authorized participation in conferences, meetings, seminars, conventions, trainings, etc. without regard to location of the meal or maximum limit, provided the meal is a necessary part of the event and for which participants have no control over the cost of the meal.

13. Registration Fees. Registration fees required for State-approved participation in conferences, meetings, seminars, conventions, trainings, workshops, trade shows, etc. that are directly related to the terms of this Grant Agreement are allowable expenses when supported by adequate documentation.

14. Non-Travel Business Expenses. When in the best interests of performing the terms of this Grant Agreement and approved by the State, the Subrecipient may be reimbursed for purchases of non-travel business expenses **not to exceed $200** per purchase, except as otherwise allowed above. Examples of non-travel business expenses include supplies, tools, equipment, postage, food or refreshments, professional dues, and memberships or subscriptions directly related to the terms of this agreement. All reimbursement requests must have a clear, documented business purpose and be accompanied by receipts, proof of payment and/or other appropriate documentation to substantiate the expense. Transactions or invoices must not be split in an attempt to circumvent the $200 threshold.

15. Licenses. Professional and occupational licenses are ineligible for reimbursement.

16. Unallowable Personal Expenses. All expenses must have a valid business purpose. The State will not reimburse or pay for travel and expenses that are inherently personal in nature.

17. The State will monitor the Subrecipient to ensure compliance with financial performance requirements of the program and identify any failures in the administration and performances of the award. The monitoring plan will serve to identify whether Subrecipient needs technical assistance. Monitoring will be used to document allowable and unallowable costs, time and effort reporting and travel. Monitoring will also be used to follow up on any findings identified in earlier monitoring visits, document reviews, or audits to ensure that Subrecipient took corrective action. The monitoring plan may include on-site visits, follow-up, document and/or desk reviews, third-party evaluations, technical assistance, and informal monitoring such as email and telephone interviews. The State will provide templates for collecting data and documentation.

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18. Approved Budget for the Grant Term:

October 1, 2021 – September 30, 2022

Budget Category	Amount
Program Management	$100,000.00
QI Facilitator	$100,000.00
Travel, Training, and Other Expenses	$4,000.00
Total	**$204,000.00**

The Subrecipient may request, in writing, approval by the State to reallocate funds across budget categories if necessary, to accomplish grant deliverables. The Subrecipient may also request, in writing, approval by the State to carry forward funds across quarterly periods if necessary, to accomplish grant deliverables.

19. Within forty-five (45) days of the end of the Grant Term, the Subrecipient shall submit a final invoice for any costs not previously reimbursed. Failure to submit all invoices within this period may result in nonpayment of the late filed invoice.

20. The Subrecipient must maintain all supporting records for audit purposes and the State reserves the right to require the Subrecipient to provide such supporting records.

21. The State may withhold payment in whole or in part in the event of the Subrecipient's failure to comply with the terms of this Grant Agreement.

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ATTACHMENT C: STANDARD STATE PROVISIONS FOR CONTRACTS AND GRANTS
REVISED DECEMBER 15, 2017

1. 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. "Agreement" shall mean the specific contract or grant to which this form is attached.

2. 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.

3. Governing Law, Jurisdiction and Venue; No Waiver of Jury Trial: This Agreement will be governed by the laws of the State of Vermont. Any action or proceeding brought by either the State or the Party in connection with this Agreement shall be brought and enforced in the Superior Court of the State of Vermont, Civil Division, Washington Unit. The Party irrevocably submits to the jurisdiction of this court for any action or proceeding regarding this Agreement. The Party agrees that it must first exhaust any applicable administrative remedies with respect to any cause of action that it may have against the State with regard to its performance under this Agreement. Party agrees that the State shall not be required to submit to binding arbitration or waive its right to a jury trial.

4. Sovereign Immunity: The State reserves all immunities, defenses, rights or actions arising out of the State's sovereign status or under the Eleventh Amendment to the United States Constitution. No waiver of the State's immunities, defenses, rights or actions shall be implied or otherwise deemed to exist by reason of the State's entry into this Agreement.

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: The Party will act in an independent capacity and not as officers or employees of the State.

7. Defense and Indemnity: The Party shall defend the State and its officers and employees against all third party claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party in connection with the performance of this Agreement. 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 State retains the right to participate at its own expense in the defense of any claim. The State shall have the right to approve all proposed settlements of such claims or suits.

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 in connection with the performance of this Agreement.

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The Party shall indemnify the State and its officers and employees if the State, its officers or employees become legally obligated to pay any damages or losses arising from any act or omission of the Party or an agent of the Party in connection with the performance of this Agreement.

Notwithstanding any contrary language anywhere, in no event shall the terms of this Agreement or any document furnished by the Party in connection with its performance under this Agreement obligate the State to (1) defend or indemnify the Party or any third party, or (2) otherwise be liable for the expenses or reimbursement, including attorneys' fees, collection costs or other costs of the Party or any third party.

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

Workers Compensation: With respect to all operations performed, the Party shall carry workers' compensation insurance in accordance with the laws of the State of Vermont. Vermont will accept an out-of-state employer's workers' compensation coverage while operating in Vermont provided that the insurance carrier is licensed to write insurance in Vermont and an amendatory endorsement is added to the policy adding Vermont for coverage purposes. Otherwise, the party shall secure a Vermont workers' compensation policy, if necessary to comply with Vermont law.

General Liability and Property Damage: With respect to all operations performed under this 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 Each Occurrence

$2,000,000 General Aggregate

$1,000,000 Products/Completed Operations Aggregate

$1,000,000 Personal & Advertising Injury

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 $500,000 combined single limit. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, limits of coverage shall not be less than $1,000,000 combined single limit.

Additional Insured. The General Liability and Property Damage coverages required for performance of this Agreement shall include the State of Vermont and its agencies, departments, officers and employees as Additional Insureds. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, then the required Automotive Liability coverage shall include the State of Vermont and its agencies, departments, officers and employees as Additional Insureds. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Notice of Cancellation or Change. There shall be no cancellation, change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without thirty (30) days written prior written notice to the State.

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

10. False Claims Act: The Party acknowledges that it is subject to the Vermont False Claims Act as set forth in 32 V.S.A. § 630 *et seq.* If the Party violates the Vermont False Claims Act it shall be liable to the State for civil penalties, treble damages and the costs of the investigation and prosecution of such violation, including attorney's fees, except as the same may be reduced by a court of competent jurisdiction. The Party's liability to the State under the False Claims Act shall not be limited notwithstanding any agreement of the State to otherwise limit Party's liability.

11. Whistleblower Protections: The Party shall not discriminate or retaliate against one of its employees or agents for disclosing information concerning a violation of law, fraud, waste, abuse of authority or acts threatening health or safety, including but not limited to allegations concerning the False Claims Act. Further, the Party shall not require such employees or agents to forego monetary awards as a result of such disclosures, nor should they be required to report misconduct to the Party or its agents prior to reporting to any governmental entity and/or the public.

12. Location of State Data: No State data received, obtained, or generated by the Party in connection with performance under this Agreement shall be processed, transmitted, stored, or transferred by any means outside the continental United States, except with the express written permission of the State.

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

14. Fair Employment Practices and Americans with Disabilities Act: Party agrees to comply with the requirement of 21 V.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.

15. 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.

16. 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.

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B. Party certifies under the pains and penalties of perjury that, as of the date this 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.

17. Taxation of Purchases: All State purchases must be invoiced tax free. An exemption certificate will be furnished upon request with respect to otherwise taxable items.

18. Child Support: (Only applicable if the Party is a natural person, not a corporation or partnership.) Party states that, as of the date this 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.

19. Sub-Agreements: Party shall not assign, subcontract or subgrant the performance of this Agreement or any portion thereof to any other Party without the prior written approval of the State. Party shall be responsible and liable to the State for all acts or omissions of subcontractors and any other person performing work under this Agreement pursuant to an agreement with Party or any subcontractor.

In the case this Agreement is a contract with a total cost in excess of $250,000, the Party shall provide to the State a list of all proposed subcontractors and subcontractors' subcontractors, together with the identity of those subcontractors' workers compensation insurance providers, and additional required or requested information, as applicable, in accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54).

Party shall include the following provisions of this Attachment C in all subcontracts for work performed solely for the State of Vermont and subcontracts for work performed in the State of Vermont: Section 10 ("False Claims Act"); Section 11 ("Whistleblower Protections"); Section 12 ("Location of State Data"); Section 14 ("Fair Employment Practices and Americans with Disabilities Act"); Section 16 ("Taxes Due the State"); Section 18 ("Child Support"); Section 20 ("No Gifts or Gratuities"); Section 22 ("Certification Regarding Debarment"); Section 30 ("State Facilities"); and Section 32.A ("Certification Regarding Use of State Funds").

20. No Gifts or Gratuities: Party shall not give title or possession of anything 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.

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21. Copies: Party shall use reasonable best efforts to ensure that all written reports prepared under this Agreement are printed using both sides of the paper.

22. 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

23. Conflict of Interest: Party shall fully disclose, in writing, any conflicts of interest or potential conflicts of interest.

24. Confidentiality: Party acknowledges and agrees that this Agreement and any and all information obtained by the State from the Party in connection with this Agreement are subject to the State of Vermont Access to Public Records Act, 1 V.S.A. § 315 et seq.

25. Force Majeure: Neither the State nor the Party shall be liable to the other for any failure or delay of performance of any obligations under this Agreement to the extent such failure or delay shall have been wholly or principally caused by acts or events beyond its reasonable control rendering performance illegal or impossible (excluding strikes or lock-outs) ("Force Majeure"). Where Force Majeure is asserted, the nonperforming party must prove that it made all reasonable efforts to remove, eliminate or minimize such cause of delay or damages, diligently pursued performance of its obligations under this Agreement, substantially fulfilled all non-excused obligations, and timely notified the other party of the likelihood or actual occurrence of an event described in this paragraph.

26. Marketing: Party shall not refer to the State in any publicity materials, information pamphlets, press releases, research reports, advertising, sales promotions, trade shows, or marketing materials or similar communications to third parties except with the prior written consent of the State.

27. Termination:

A. **Non-Appropriation:** If this Agreement extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this Agreement, the State may cancel at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement is a Grant that is funded in whole or in part by Federal funds, and in the event Federal funds become unavailable or reduced, the State may suspend or cancel this Grant immediately, and the State shall have no obligation to pay Subrecipient from State revenues.

B. **Termination for Cause:** Either party may terminate this Agreement if a party materially breaches its obligations under this Agreement, and such breach is not cured within thirty (30) days after delivery of the non-breaching party's notice or such longer time as the non-breaching party may specify in the notice.

C. **Termination Assistance:** Upon nearing the end of the final term or termination of this Agreement, without respect to cause, the Party shall take all reasonable and prudent measures to facilitate any transition required by the State. All State property, tangible and intangible, shall be returned to the State upon demand at no additional cost to the State in a format acceptable to the State.

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28. Continuity of Performance: In the event of a dispute between the Party and the State, each party will continue to perform its obligations under this Agreement during the resolution of the dispute until this Agreement is terminated in accordance with its terms.

29. No Implied Waiver of Remedies: Either party's delay or failure to exercise any right, power or remedy under this Agreement shall not impair any such right, power or remedy, or be construed as a waiver of any such right, power or remedy. All waivers must be in writing.

30. State Facilities: If the State makes space available to the Party in any State facility during the term of this Agreement for purposes of the Party's performance under this Agreement, the Party shall only use the space in accordance with all policies and procedures governing access to and use of State facilities which shall be made available upon request. State facilities will be made available to Party on an "AS IS, WHERE IS" basis, with no warranties whatsoever.

31. Requirements Pertaining Only to Federal Grants and Subrecipient Agreements: If this Agreement is a grant that is funded in whole or in part by Federal funds:

A. **Requirement to Have a Single Audit:** 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.

B. **Internal Controls:** In accordance with 2 CFR Part II, §200.303, the Party must establish and maintain effective internal control over the Federal award to provide reasonable assurance that the Party is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the award. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States and the "Internal Control Integrated Framework", issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

C. **Mandatory Disclosures:** In accordance with 2 CFR Part II, §200.113, Party must disclose, in a timely manner, in writing to the State, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures may result in the imposition of sanctions which may include disallowance of costs incurred, withholding of payments, termination of the Agreement, suspension/debarment, etc.

32. Requirements Pertaining Only to State-Funded Grants:

A. **Certification Regarding Use of State Funds:** If 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.

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B. **Good Standing Certification (Act 154 of 2016):** If this Agreement is a State-funded grant, Party hereby represents: (i) that it has signed and provided to the State the form prescribed by the Secretary of Administration for purposes of certifying that it is in good standing (as provided in Section 13(a)(2) of Act 154) with the Agency of Natural Resources and the Agency of Agriculture, Food and Markets, or otherwise explaining the circumstances surrounding the inability to so certify, and (ii) that it will comply with the requirements stated therein.

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ATTACHMENT D
MODIFICATION OF CUSTOMARY PROVISIONS OF ATTACHMENT C

1. The insurance requirements contained in Attachment C, Section 8 are modified as follows:

   Notwithstanding Section 8 of Attachment C, the following is hereby added to the Grant Agreement:

   Professional Liability: Before commencing work on this Agreement and throughout the term of this Agreement, the Party shall procure and maintain professional liability insurance for any and all services performed under this Agreement, with minimum coverage of $1,000,000 per occurrence, and $3,000,000 policy aggregate.

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ATTACHMENT E
BUSINESS ASSOCIATE AGREEMENT

SOV CONTRACTOR/GRANTEE/BUSINESS ASSOCIATE: NORTHWESTERN MEDICAL CENTER

SOV GRANT NO. 03410-2290-22 **GRANT EFFECTIVE DATE: 10/01/2021**

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 Party identified in this Agreement as Contractor or Grantee above **("**Business Associate"). This Agreement supplements and is made a part of the contract or grant ("Contract or Grant") to which it is attached.

Covered Entity and Business Associate enter into this Agreement to comply with the 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. Terms defined in this Agreement are italicized. Unless otherwise specified, when used in this Agreement, defined terms used in the singular shall be understood if appropriate in their context to include the plural when applicable.

"*Agent*" means an *Individual* acting within the scope of the agency of the *Business Associate*, in accordance with the Federal common law of agency, as referenced in 45 CFR § 160.402(c) and includes Workforce members and *Subcontractors*.

2. "*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.
3. "*Business Associate*" shall have the meaning given for "Business Associate" in 45 CFR § 160.103 and means Contractor or Grantee and includes its Workforce, *Agents* and *Subcontractors*.
4. "*Electronic PHI*" shall mean *PHI* created, received, maintained or transmitted electronically in accordance with 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*" ("*PHI*") shall have the meaning given in 45 CFR § 160.103, limited to the *PHI* created or received by *Business Associate* from or on behalf of Covered Entity.

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"*Required by Law*" means a mandate contained in law that compels an entity to make a use or disclosure of *PHI* and that is enforceable in a court of law and shall have the meaning given in 45 CFR § 164.103.

"*Report*" means submissions required by this Agreement as provided in section 2.3.

5. "*Security Incident*" means the attempted or successful unauthorized Access, Use, Disclosure, modification, or destruction of Information or interference with system operations in an Information System relating to *PHI* in accordance with 45 CFR § 164.304.

"*Services*" includes all work performed by the *Business Associate* for or on behalf of Covered Entity that requires the Use and/or Disclosure of *PHI* to perform a *Business Associate* function described in 45 CFR § 160.103.

"*Subcontractor*" means a Person to whom *Business Associate* delegates a function, activity, or service, other than in the capacity of a member of the workforce of such *Business Associate*.

"*Successful Security Incident*" shall mean a *Security Incident* that results in the unauthorized Access, Use, Disclosure, modification, or destruction of information or interference with system operations in an Information System.

"*Unsuccessful Security Incident*" shall mean a *Security Incident* such as routine occurrences that do not result in unauthorized Access, Use, Disclosure, modification, or destruction of information or interference with system operations in an Information System, such as: (i) unsuccessful attempts to penetrate computer networks or services maintained by *Business Associate*; and (ii) immaterial incidents such as pings and other broadcast attacks on *Business Associate's* firewall, port scans, unsuccessful log-on attempts, denials of service and any combination of the above with respect to *Business Associate's* Information System.

"*Targeted Unsuccessful Security Incident*" means an *Unsuccessful Security Incident* that appears to be an attempt to obtain unauthorized Access, Use, Disclosure, modification or destruction of the Covered Entity's *Electronic PHI*.

2. <u>Contact Information for Privacy and Security Officers and Reports.</u>

2.1 *Business Associate* shall provide, within ten (10) days of the execution of this Agreement, written notice to the Contract or Grant manager the names and contact information of both the HIPAA Privacy Officer and HIPAA Security Officer of the *Business Associate.* This information must be updated by *Business Associate* any time these contacts change.

2.2 Covered Entity's HIPAA Privacy Officer and HIPAA Security Officer contact information is posted at: https://humanservices.vermont.gov/rules-policies/health-insurance-portability-and-accountability-act-hipaa

2.3 *Business Associate* shall submit all *Reports* required by this Agreement to the following email address: AHS.PrivacyAndSecurity@vermont.gov

3. <u>Permitted and Required Uses/Disclosures of PHI</u>.

3.1 Subject to the terms in this Agreement, *Business Associate* may Use or Disclose *PHI* to perform *Services*, as specified in the Contract or Grant. Such Uses and Disclosures are limited to the minimum

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necessary to provide the *Services*. *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* and only in compliance with applicable laws and regulations.

3.2 *Business Associate* may make *PHI* available to its Workforce, *Agent* and *Subcontractor* who need Access to perform *Services* as permitted by this Agreement, provided that *Business Associate* makes them aware of the Use and Disclosure restrictions in this Agreement and binds them to comply with such restrictions.

3.3 *Business Associate* shall be directly liable under HIPAA for impermissible Uses and Disclosures of *PHI*.

4. Business Activities. *Business Associate* may Use *PHI* if necessary for *Business Associate's* proper management and administration or to carry out its legal responsibilities. *Business Associate* may Disclose *PHI* 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 such *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 to notify *Business Associate*, within five (5) business days, in writing of any *Breach* of Unsecured *PHI* of which it is aware. Such Uses and Disclosures of *PHI* must be of the minimum amount necessary to accomplish such purposes.

5. Electronic PHI Security Rule Obligations.

5.1 With respect to *Electronic PHI*, *Business Associate* shall:

a) Implement and use Administrative, Physical, and Technical Safeguards in compliance with 45 CFR sections 164.308, 164.310, and 164.312;

b) Identify in writing upon request from Covered Entity all the safeguards that it uses to protect such *Electronic PHI*;

c) Prior to any Use or Disclosure of *Electronic PHI* by an *Agent* or *Subcontractor*, ensure that any *Agent* or *Subcontractor* to whom it provides *Electronic PHI* agrees in writing to implement and use Administrative, Physical, and Technical Safeguards that reasonably and appropriately protect the Confidentiality, Integrity and Availability of *Electronic PHI*. 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*, and be provided to Covered Entity upon request;

d) Report in writing to Covered Entity any *Successful Security Incident* or *Targeted Unsuccessful Security Incident* as soon as it becomes aware of such incident and in no event later than five (5) business days after such awareness. Such *Report* shall be timely made notwithstanding the fact that little information may be known at the time of the *Report* and need only include such information then available;

e) Following such *Report*, provide Covered Entity with the information necessary for Covered Entity to investigate any such incident; and

f) Continue to provide to Covered Entity information concerning the incident as it becomes available to it.

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5.2 Reporting *Unsuccessful Security Incidents*. *Business Associate* shall provide Covered Entity upon written request a *Report* that: (a) identifies the categories of Unsuccessful Security Incidents; (b) indicates whether *Business Associate* believes its current defensive security measures are adequate to address all *Unsuccessful Security Incidents*, given the scope and nature of such attempts; and (c) if the security measures are not adequate, the measures *Business Associate* will implement to address the security inadequacies.

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

6. <u>Reporting and Documenting Breaches</u>.

6.1 *Business Associate* shall *Report* to Covered Entity any *Breach* of Unsecured *PHI* as soon as it, or any Person to whom *PHI* is disclosed under this Agreement, becomes aware of any such *Breach*, and in no event later than five (5) business days after such awareness, except when a law enforcement official determines that a notification would impede a criminal investigation or cause damage to national security. Such *Report* shall be timely made notwithstanding the fact that little information may be known at the time of the *Report* and need only include such information then available.

6.2 Following the *Report* described in 6.1, *Business Associate* shall conduct a risk assessment and provide it to Covered Entity with a summary of the event. *Business Associate* shall provide Covered Entity with the names of any *Individual* 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 *Individual*, as set forth in 45 CFR § 164.404(c). Upon request by Covered Entity, *Business Associate* shall provide 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.

6.3 When *Business Associate* determines that an impermissible acquisition, Access, Use or Disclosure of *PHI* for which it is responsible is not a *Breach*, and therefore does not necessitate notice to the impacted *Individual*, it shall document its assessment of risk, conducted as set forth in 45 CFR § 402(2). *Business Associate* shall make its risk assessment available to Covered Entity upon request. It shall include 1) the name of the person 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.

7. <u>Mitigation and Corrective Action.</u> *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*. *Business Associate* shall make its mitigation and corrective action plans available to Covered Entity upon request.

8. <u>Providing Notice of Breaches</u>.

8.1 If Covered Entity determines that a *Breach* of *PHI* for which *Business Associate* was responsible, and if requested by Covered Entity, *Business Associate* shall provide notice to the *Individual* whose *PHI* has been the subject of the *Breach*. When so requested, *Business Associate* shall consult with Covered Entity about the timeliness, content and method of notice, and shall receive Covered Entity's approval

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concerning these elements. *Business Associate* shall be responsible for the cost of notice and related remedies.

8.2 The notice to affected *Individuals* shall be provided as soon as reasonably possible and in no case later than sixty (60) calendar days after *Business Associate* reported the *Breach* to Covered Entity.

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

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

9. Agreements with Subcontractors. *Business Associate* shall enter into a Business Associate Agreement with any *Subcontractor* to whom it provides *PHI* to require compliance with HIPAA and to ensure *Business Associate* and *Subcontractor* comply with the terms and conditions of this Agreement. *Business Associate* must enter into such written agreement before any Use by or Disclosure of *PHI* to such *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 *PHI*. *Business Associate* shall provide a copy of the written 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 five (5) 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 five (5) 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 five (5) business days, *Business Associate* shall forward to Covered Entity for handling any accounting request that *Business Associate* directly receives from an *Individual*.

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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* available to the Secretary of Health and Human Services (HHS) 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 the *PHI* is destroyed or returned to Covered Entity subject to Section 18.8.

14.2 If *Business Associate* fails to comply with any material term of this Agreement, Covered Entity may provide an opportunity for *Business Associate* to cure. If *Business Associate* does not cure within the time specified by Covered Entity or if Covered Entity believes that cure is not reasonably possible, Covered Entity may immediately terminate the Contract or Grant without incurring liability or penalty for such termination. If neither termination nor cure are feasible, Covered Entity shall report the breach to the Secretary of HHS. Covered Entity has the right to seek to cure such failure by *Business Associate*. Regardless of whether Covered Entity cures, it retains any right or remedy available at law, in equity, or under the Contract or Grant and *Business Associate* retains its responsibility for such failure.

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, *PHI* 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 *PHI*. *Business Associate* shall certify in writing and report to 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 report to Covered Entity any conditions that *Business Associate* believes make the return or destruction of *PHI* infeasible. *Business Associate* shall extend the protections of this Agreement to such *PHI* and limit further Uses and Disclosures to those purposes that make the return or destruction infeasible for so long as *Business Associate* maintains such *PHI*.

16. **Penalties**. *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.

17. **Training.** *Business Associate* understands its obligation to comply with the law and shall provide appropriate training and education to ensure compliance with this Agreement. If requested by Covered Entity, *Business Associate* shall participate in Covered Entity's training regarding the Use, Confidentiality, and Security of *PHI*; however, participation in such training shall not supplant nor relieve *Business Associate* of its obligations under this Agreement to independently assure compliance with the law and this Agreement.

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18. Miscellaneous.

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

18.2 Each party shall cooperate with the other party to amend this Agreement from time to time as is necessary for such party to comply with the Privacy Rule, the Security Rule, or any other standards promulgated under HIPAA. This Agreement may not be amended, except by a writing signed by all parties hereto.

18.3 Any ambiguity in this Agreement shall be resolved to permit the parties 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, Security Rule, and HITECH) in construing the meaning and effect of this Agreement.

18.5 *Business Associate* shall not have or claim any ownership of *PHI*.

18.6 *Business Associate* shall abide by the terms and conditions of this Agreement with respect to all *PHI* 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 *PHI* may not be sold without Covered Entity'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 12 survives the expiration or termination of this Agreement with respect to accounting requests, if any, made after such expiration or termination.

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ATTACHMENT F
AGENCY OF HUMAN SERVICES' CUSTOMARY CONTRACT/GRANT PROVISIONS

1. **Definitions:** For purposes of this Attachment F, the term "Agreement" shall mean the form of the contract or grant, with all of its parts, into which this Attachment F is incorporated. The meaning of the term "Party" when used in this Attachment F shall mean any named party to this Agreement *other than* the State of Vermont, the Agency of Human Services (AHS) and any of the departments, boards, offices and business units named in this Agreement. As such, the term "Party" shall mean, when used in this Attachment F, the Contractor or Grantee with whom the State of Vermont is executing this Agreement. If Party, when permitted to do so under this Agreement, seeks by way of any subcontract, sub-grant or other form of provider agreement to employ any other person or entity to perform any of the obligations of Party under this Agreement, Party shall be obligated to ensure that all terms of this Attachment F are followed. As such, the term "Party" as used herein shall also be construed as applicable to, and describing the obligations of, any subcontractor, sub-recipient or sub-grantee of this Agreement. Any such use or construction of the term "Party" shall not, however, give any subcontractor, sub-recipient or sub-grantee any substantive right in this Agreement without an express written agreement to that effect by the State of Vermont.

2. **Agency of Human Services**: The Agency of Human Services is responsible for overseeing all contracts and grants entered by any of its departments, boards, offices and business units, however denominated. The Agency of Human Services, through the business office of the Office of the Secretary, and through its Field Services Directors, will share with any named AHS-associated party to this Agreement oversight, monitoring and enforcement responsibilities. Party agrees to cooperate with both the named AHS-associated party to this contract and with the Agency of Human Services itself with respect to the resolution of any issues relating to the performance and interpretation of this Agreement, payment matters and legal compliance.

3. **Medicaid Program Parties** (*applicable to any Party providing services and supports paid for under Vermont's Medicaid program and Vermont's Global Commitment to Health Waiver*):

   Inspection and Retention of Records: In addition to any other requirement under this Agreement or at law, Party must fulfill all state and federal legal requirements, and will comply with all requests appropriate to enable the Agency of Human Services, the U.S. Department of Health and Human Services (along with its Inspector General and the Centers for Medicare and Medicaid Services), the Comptroller General, the Government Accounting Office, or any of their designees: (i) to evaluate through inspection or other means the quality, appropriateness, and timeliness of services performed under this Agreement; and (ii) to inspect and audit any records, financial data, contracts, computer or other electronic systems of Party relating to the performance of services under Vermont's Medicaid program and Vermont's Global Commitment to Health Waiver. Party will retain for ten years all documents required to be retained pursuant to 42 CFR 438.3(u).

   Subcontracting for Medicaid Services: Notwithstanding any permitted subcontracting of services to be performed under this Agreement, Party shall remain responsible for ensuring that this Agreement is fully performed according to its terms, that subcontractor remains in compliance with the terms hereof, and that subcontractor complies with all state and federal laws and regulations relating to the Medicaid program in Vermont. Subcontracts, and any service provider agreements entered into by Party in connection with the performance of this Agreement, must clearly specify in writing the responsibilities of the subcontractor or other service provider and Party must retain the authority to revoke its subcontract or service provider agreement or to impose other sanctions if the performance of the

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subcontractor or service provider is inadequate or if its performance deviates from any requirement of this Agreement. Party shall make available on request all contracts, subcontracts and service provider agreements between the Party, subcontractors and other service providers to the Agency of Human Services and any of its departments as well as to the Center for Medicare and Medicaid Services.

Medicaid Notification of Termination Requirements: Party shall follow the Department of Vermont Health Access Managed-Care-Organization enrollee-notification requirements, to include the requirement that Party provide timely notice of any termination of its practice.

Encounter Data: Party shall provide encounter data to the Agency of Human Services and/or its departments and ensure further that the data and services provided can be linked to and supported by enrollee eligibility files maintained by the State.

Federal Medicaid System Security Requirements Compliance: Party shall 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) in order to support audit compliance with 45 CFR 95.621 subpart F, *ADP System Security Requirements and Review Process*.

4. **Workplace Violence Prevention and Crisis Response** (*applicable to any Party and any subcontractors and sub-grantees whose employees or other service providers deliver social or mental health services directly to individual recipients of such services*):

Party shall establish a written workplace violence prevention and crisis response policy meeting the requirements of Act 109 (2016), 33 VSA §8201(b), for the benefit of employees delivering direct social or mental health services. Party shall, in preparing its policy, consult with the guidelines promulgated by the U.S. Occupational Safety and Health Administration for *Preventing Workplace Violence for Healthcare and Social Services Workers*, as those guidelines may from time to time be amended.

Party, through its violence protection and crisis response committee, shall evaluate the efficacy of its policy, and update the policy as appropriate, at least annually. The policy and any written evaluations thereof shall be provided to employees delivering direct social or mental health services.

Party will ensure that any subcontractor and sub-grantee who hires employees (or contracts with service providers) who deliver social or mental health services directly to individual recipients of such services, complies with all requirements of this Section.

5. **Non-Discrimination**:

Party shall not discriminate, and will prohibit its employees, agents, subcontractors, sub-grantees and other service providers from 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, and on the basis of race, color or national origin under Title VI of the Civil Rights Act of 1964. Party shall 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 as provided by Title 9 V.S.A. Chapter 139.

No person shall on the grounds of religion or on the grounds of sex (including, on the grounds that a woman is pregnant), be excluded from participation in, be denied the benefits of, or be subjected to

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discrimination, to include sexual harassment, under any program or activity supported by State of Vermont and/or federal funds.

Party further shall 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, requiring that contractors and subcontractors receiving federal funds assure that persons with limited English proficiency can meaningfully access services. To the extent Party provides assistance to individuals with limited English proficiency through the use of oral or written translation or interpretive services, such individuals cannot be required to pay for such services.

6. **Employees and Independent Contractors**:

Party agrees that it shall comply with the laws of the State of Vermont with respect to the appropriate classification of its workers and service providers as "employees" and "independent contractors" for all purposes, to include for purposes related to unemployment compensation insurance and workers compensation coverage, and proper payment and reporting of wages. Party agrees to ensure that all of its subcontractors or sub-grantees also remain in legal compliance as to the appropriate classification of "workers" and "independent contractors" relating to unemployment compensation insurance and workers compensation coverage, and proper payment and reporting of wages. Party will on request provide to the Agency of Human Services information pertaining to the classification of its employees to include the basis for the classification. Failure to comply with these obligations may result in termination of this Agreement.

7. **Data Protection and Privacy:**

Protected Health Information: Party 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 Agreement. Party 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: Substance abuse treatment information shall be maintained in compliance with 42 C.F.R. Part 2 if the Party or subcontractor(s) are Part 2 covered programs, or if substance abuse treatment information is received from a Part 2 covered program by the Party or subcontractor(s).

Protection of Personal Information: Party agrees to comply with all applicable state and federal statutes to assure protection and security of personal information, or of any personally identifiable information (PII), including the Security Breach Notice Act, 9 V.S.A. § 2435, the Social Security Number Protection Act, 9 V.S.A. § 2440, the Document Safe Destruction Act, 9 V.S.A. § 2445 and 45 CFR 155.260. As used here, PII shall include any information, in any medium, including electronic, which can be used to distinguish or trace an individual's identity, such as his/her name, social security number, biometric records, etc., either alone or when combined with any other personal or identifiable information that is linked or linkable to a specific person, such as date and place or birth, mother's maiden name, etc.

Other Confidential Consumer Information: Party agrees to comply with the requirements of AHS Rule No. 08-048 concerning access to and uses of personal information relating to any beneficiary or recipient of goods, services or other forms of support. Party further agrees to comply with any applicable Vermont State Statute and other regulations respecting the right to individual privacy. Party shall ensure that all of its employees, subcontractors and other service providers performing services

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under this agreement understand and preserve the sensitive, confidential and non-public nature of information to which they may have access.

Data Breaches: Party shall report to AHS, though its Chief Information Officer (CIO), any impermissible use or disclosure that compromises the security, confidentiality or privacy of any form of protected personal information identified above within 24 hours of the discovery of the breach. Party shall in addition comply with any other data breach notification requirements required under federal or state law.

8. **Abuse and Neglect of Children and Vulnerable Adults:**

Abuse Registry. Party agrees not to employ any individual, to use any volunteer or other service provider, or to otherwise provide reimbursement to any individual who in the performance of services connected with this agreement provides care, custody, treatment, transportation, or supervision to children or to vulnerable adults if there has been a substantiation of abuse or neglect or exploitation involving that individual. Party is responsible for confirming as to each individual having such contact with children or vulnerable adults the non-existence of a substantiated allegation of abuse, neglect or exploitation by verifying that fact though (a) as to vulnerable adults, the Adult Abuse Registry maintained by the Department of Disabilities, Aging and Independent Living and (b) as to children, the Central Child Protection Registry (unless the Party holds a valid child care license or registration from the Division of Child Development, Department for Children and Families). See 33 V.S.A. §4919(a)(3) and 33 V.S.A. §6911(c)(3).

Reporting of Abuse, Neglect, or Exploitation. Consistent with provisions of 33 V.S.A. §4913(a) and §6903, Party and any of its agents or employees who, in the performance of services connected with this agreement, (a) is a caregiver or has any other contact with clients and (b) 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: as to children, make a report containing the information required by 33 V.S.A. §4914 to the Commissioner of the Department for Children and Families within 24 hours; or, as to a vulnerable adult, make a report containing the information required by 33 V.S.A. §6904 to the Division of Licensing and Protection at the Department of Disabilities, Aging, and Independent Living within 48 hours. Party 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.

9. **Information Technology Systems**:

Computing and Communication: Party 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 Party as part of this agreement. Options include, but are not limited to:

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

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***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 Party (or subcontractor or sub-grantee), shall have full and complete ownership of all software computer programs, documentation and/or source codes developed.

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

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

Party acknowledges and agrees that should this agreement be in support of the State's implementation of the Patient Protection and Affordable Care Act of 2010, Party is subject to the certain property rights provisions of the Code of Federal Regulations and a Grant from the Department of Health and Human Services, Centers for Medicare & Medicaid Services. Such agreement will be subject to, and incorporates here by reference, 45 CFR 74.36, 45 CFR 92.34 and 45 CFR 95.617 governing rights to intangible property.

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

Party will ensure the physical and data security associated with computer equipment, including desktops, notebooks, and other portable devices, used in connection with this Agreement. Party 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. Party 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, Party shall securely delete data (including archival backups) from Party's equipment that contains individually identifiable records, in accordance with standards adopted by the Agency of Human Services.

Party, in the event of a data breach, shall comply with the terms of Section 7 above.

10. **Other Provisions**:

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Environmental Tobacco Smoke. Public Law 103-227 (also known as the Pro-Children Act of 1994) and Vermont's Act 135 (2014) (An act relating to smoking in lodging establishments, hospitals, and child care facilities, and on State lands) restrict the use of tobacco products in certain settings. Party shall ensure that no person is permitted: (i) to use tobacco products or tobacco substitutes as defined in 7 V.S.A. § 1001 on the premises, both indoor and outdoor, of any licensed child care center or afterschool program at any time; (ii) to use tobacco products or tobacco substitutes on the premises, both indoor and in any outdoor area designated for child care, health or day care services, kindergarten, pre-kindergarten, elementary, or secondary education or library services; and (iii) to use tobacco products or tobacco substitutes on the premises of a licensed or registered family child care home while children are present and in care. Party will refrain from promoting the use of tobacco products for all clients and from making tobacco products available to minors.

Failure to comply with the provisions of the federal 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. The federal Pro-Children Act of 1994, however, does not apply to 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.

2-1-1 Database: If Party provides health or human services within Vermont, or if Party provides such services near the Vermont border readily accessible to residents of Vermont, Party shall adhere to the "Inclusion/Exclusion" policy of Vermont's United Way/Vermont 211 (Vermont 211), and will provide to Vermont 211 relevant descriptive information regarding its agency, programs and/or contact information as well as accurate and up to date information to its database as requested. The "Inclusion/Exclusion" policy can be found at www.vermont211.org.

Voter Registration: When designated by the Secretary of State, Party 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.

Drug Free Workplace Act: Party will assure a drug-free workplace in accordance with 45 CFR Part 76.

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.

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Appendix I – Required Forms
Department of Vermont Health Access
Subcontractor Compliance Form

Date: _____

Original Contractor/Grantee Name: _____ Contract/Grant #: _____

Subcontractor Name: _____

Scope of Subcontracted Services:

_____
_____
_____
_____
_____

Is any portion of the work being outsourced outside of the United States? ☐ YES ☐ NO

(If yes, do not proceed)

All vendors under contract, grant, or agreement with the State of Vermont, are responsible for the performance and compliance of their subcontractors with the Standard State Terms and Conditions in Attachment C. This document certifies that the vendor is aware of and in agreement with the State expectation and has confirmed the subcontractor is in full compliance (or has a compliance plan on file) in relation to the following:

- ☐ Subcontractor does not owe, is in good standing, or is in compliance with a plan for payment of any taxes due to the State of Vermont.
- ☐ Subcontractor (if an individual) does not owe, is in good standing, or is in compliance with a plan for payment of Child Support due to the State of Vermont.
- ☐ Subcontractor is not on the State's disbarment list.

In accordance with State Standard Contract Provisions (Attachment C), the State may set off any sums which the subcontractor owes the State against any sums due the Vendor 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 in Attachment C.

_____ _____
Signature of Subcontractor Date

_____ _____
Signature of Vendor Date

_____ _____
Received by DVHA Business Office Date

Required: Contractor cannot subcontract until this form has been returned to DVHA Contracts & Grants Unit.

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

Fair Employment Practices and Americans with Disabilities Act: Party agrees to comply with the requirement of 21 V.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.

False Claims Act: The Party acknowledges that it is subject to the Vermont False Claims Act as set forth in 32 V.S.A. § 630 *et seq*. If the Party violates the Vermont False Claims Act it shall be liable to the State for civil penalties, treble damages and the costs of the investigation and prosecution of such violation, including attorney's fees, except as the same may be reduced by a court of competent jurisdiction. The Party's liability to the State under the False Claims Act shall not be limited notwithstanding any agreement of the State to otherwise limit Party's liability.

Whistleblower Protections: The Party shall not discriminate or retaliate against one of its employees or agents for disclosing information concerning a violation of law, fraud, waste, abuse of authority or acts threatening health or safety, including but not limited to allegations concerning the False Claims Act. Further, the Party shall not require such employees or agents to forego monetary awards as a result of such disclosures, nor should they be required to report misconduct to the Party or its agents prior to reporting to any governmental entity and/or the public.

Taxes Due to the State:

D. 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.

E. 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.

F. 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.

G. 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.

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.

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Child Support: (Only 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:

D. is not under any obligation to pay child support; or

E. is under such an obligation and is in good standing with respect to that obligation; or

F. 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.

No Gifts or Gratuities: Party shall not give title or possession of anything 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.

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

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.

State Facilities: If the State makes space available to the Party in any State facility during the term of this Agreement for purposes of the Party's performance under this Agreement, the Party shall only use the space in accordance with all policies and procedures governing access to and use of State facilities which shall be made available upon request. State facilities will be made available to Party on an "AS IS, WHERE IS" basis, with no warranties whatsoever.

Location of State Data: No State data received, obtained, or generated by the Party in connection with performance under this Agreement shall be processed, transmitted, stored, or transferred by any means outside continental United States, except with the express written permission of the State.