

STATE OF VERMONT
DEPARTMENT OF VERMONT HEALTH ACCESS
NORTHWESTERN MEDICAL CENTER

STATE OF VERMONT GRANT AGREEMENT				Part 1-Grant Award Detail			
SECTION I - GENERAL GRANT INFORMATION							
¹ Grant #: 03410-2650-25				² Original <input checked="" type="checkbox"/>		Amendment # <input type="checkbox"/>	
³ Grant Title: 2024-2025 Blueprint for Health HSA Grant							
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: 10/01/2024		⁸ Award End Date: 09/30/2025		⁹ Subrecipient Award: YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>			
¹⁰ Supplier #: 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 <input checked="" type="checkbox"/> NO <input type="checkbox"/>		¹⁹ Match/In-Kind: Description:					
²⁰ If this action is an amendment, the following is amended: Amount: <input type="checkbox"/> Funding Allocation: <input type="checkbox"/> Performance Period: <input type="checkbox"/> Scope of Work: <input type="checkbox"/> Other: <input type="checkbox"/>							
SECTION II - SUBRECIPIENT AWARD INFORMATION							
²¹ Grantee Identifier [UEI] #: DFG9CGAE7DH5			²² Indirect Rate: %		²³ FFATA: YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>		
²⁴ Grantee Fiscal Year End Month (MM format): 9			(Approved rate or de minimis 10%)		²⁵ R&D: <input type="checkbox"/>		
²⁶ Entity Identifier [UEI] 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			\$35,792.31	\$35,792.31			
Special Fund				\$0.00			
Global Commitment (non-subrecipient funds)			\$57,269.64	\$57,269.64			
Other State Funds				\$0.00			
FEDERAL FUNDS <i>(includes subrecipient Global Commitment funds)</i>					Required Federal Award Information		
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		\$110,938.05	\$110,938.05	2505VT5ADM	10/01/2024	
³⁹ Federal Awarding Agency:			⁴⁰ Federal Award Project Descr:				
			\$0.00				
³⁹ Federal Awarding Agency:			⁴⁰ Federal Award Project Descr:				
			\$0.00				
³⁹ Federal Awarding Agency:			⁴⁰ Federal Award Project Descr:				
			\$0.00				
³⁹ Federal Awarding Agency:			⁴⁰ Federal Award Project Descr:				
			\$0.00				
³⁹ Federal Awarding Agency:			⁴⁰ Federal Award Project Descr:				
			\$0.00				
Total Awarded - All Funds		\$0.00	\$204,000.00	\$204,000.00			
SECTION IV - CONTACT INFORMATION							
⁴¹ STATE GRANTING AGENCY				⁴² GRANTEE			
NAME: Mara Krause Donohue				NAME: Stephanie Breault			
TITLE: Assistant Director				TITLE: Program Manager			
PHONE: (802) 798-2471				PHONE: (802) 524-8913			
EMAIL: mara.donohue@vermont.gov				EMAIL: sbreault@nmcinc.org			

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:

	<u>For the State</u>	<u>For the Subrecipient</u>
Assistant Director/Program Manager	Mara Krause Donohue	Stephanie Breault
Phone #:	802-798-2471	802-524-8913
E-mail:	Mara.Donohue@vermont.gov	sbreault@nmcinc.org
Financial:	andria golden	
Phone #:	802-241-0234	
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	Stephanie Breault
Address	NOB 1 South, 280 State Drive Waterbury, VT 05671	133 Fairfield Street St Albans, VT 05478
Email	AHS.DVHAlegal@vermont.gov	sbreault@nmcinc.org

**STATE OF VERMONT
DEPARTMENT OF VERMONT HEALTH ACCESS
NORTHWESTERN MEDICAL CENTER**

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 40 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
- Attachment G – Federal Terms Supplement (Non-Construction)
- Appendix I – Subcontractor Compliance Form

Order of precedence of these documents shall be as follows:

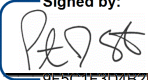
1. Grant Agreement Parts 1 and 2
2. Attachment D – Modifications to Customary Provisions
3. Attachment C – Standard State Provisions for Contracts and Grants
4. Attachment G – Federal Terms Supplement (Non-Construction)
5. Attachment A – Scope of Work to be Performed
6. Attachment B – Payment Provisions
7. Attachment E – Business Associate Agreement
8. Attachment F – AHS Customary Grant Provisions
9. Appendix I – Subcontractor Compliance Form

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

BY THE STATE OF VERMONT:

Signed by:  10/3/2024
AAF9E7992536479...
 DASHAWN GROVES, COMMISSIONER DATE
 AHS/DVHA
 NOB 1 SOUTH, 280 STATE DRIVE
 WATERBURY, VT 05671
 PHONE: 802-798-4982
 EMAIL: DASHAWN.GROVES@VERMONT.GOV

BY THE SUBRECIPIENT:

Signed by:  10/3/2024
9F5C1F3D4B2D4F5...
 PETER WRIGHT, CEO DATE
 NORTHWESTERN MEDICAL CENTER
 133 FAIRFIELD STREET
 ST. ALBANS, VT 05478
 EMAIL: PWRIGHT@NMCINC.ORG

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 for Opioid Use Disorder (MOUD) and Pregnancy Intention Initiative. 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 MOUD and health home services, including care coordination, for Vermonters with opioid use disorder.
8. “Medication for Opioid Use Disorder” or “MOUD” 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. This was known previously as “Medication Assisted Treatment” or “MAT.”

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. “Pregnancy Intention Initiative” means a program for improving health outcomes for women and other people who can become pregnant that includes Obstetrics and Gynecology (OB/GYN) health care providers and primary care providers in the Blueprint. Participating providers deliver preventive care, social drivers of health screenings, comprehensive family planning counseling, and access to long-acting reversible contraception, when chosen by the patient and clinically appropriate. This program was formerly known as the Women’s Health Initiative or WHI.
13. “Program Manager” means the individual, hired by the Subrecipient, who is responsible for the implementation of this Grant Agreement.
14. “Quality Improvement Facilitator” or “QI Facilitator” means a Blueprint-funded professional who works directly with primary care practices, specialty practices, and community collaboratives to coordinate quality improvement (QI) activities and support practices in meeting Blueprint for Health participation requirements.
15. “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.

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. In accordance with Section 3 of the Blueprint Manual, Subrecipient is a CMS eligible provider. If Subrecipient loses this status, Subrecipient must immediately notify the 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 coordinating key

**STATE OF VERMONT
DEPARTMENT OF VERMONT HEALTH ACCESS
NORTHWESTERN MEDICAL CENTER**

**PAGE 6 OF 40
GRANT # 03410-2650-25**

quality improvement QI activities and projects at several primary care practices, specialty practices, and community collaboratives. The Quality Improvement Facilitator will help engage practices/organizations 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, such as the Blueprint CHT Expansion Pilot, 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 other relevant organizations 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 MOUD and Pregnancy Intention Initiative programs, the Blueprint CHT Expansion Pilot program, implementation of the All-Payer Model, statewide population health models, coordinating the Community Collaborative/Accountable Community for Health, and coordinating the Self-Management Programs now administered through 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 Blueprint CHT Expansion Pilot, MOUD initiative, or Pregnancy Intention Initiative), 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 reports listed below 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

**STATE OF VERMONT
DEPARTMENT OF VERMONT HEALTH ACCESS
NORTHWESTERN MEDICAL CENTER**

**PAGE 7 OF 40
GRANT # 03410-2650-25**

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 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, including the Blueprint CHT Expansion Pilot;
- ACO Coordination;
- Community Health Team Staffing and Administration;
- MOUD and Pregnancy Intention Initiative 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, ACO, or Health Reform 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, 2024
- January 15, 2025
- April 15, 2025
- July 15, 2025

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.

**STATE OF VERMONT
DEPARTMENT OF VERMONT HEALTH ACCESS
NORTHWESTERN MEDICAL CENTER**

<p>CHT/MOUD/Pregnancy Intention Initiative Staffing and Practice Information: Enter updated CHT/MOUD/Pregnancy Intention Initiative/CHT Expansion Pilot staffing and Practice information. This includes practice closures, mergers, openings, billing NPIs, and marking practices as participating in the CHT, Spoke, PII, or Expansion programs</p>	<p>October 15, 2024 January 15, 2025 April 15, 2025 July 15, 2025</p>
<p>Individual Provider Information From Participating Practices: Enter and update individual provider information, including provider NPIs, FTE amounts, start and end dates of staffing at practices, and if they are an active MOUD or PII provider.</p>	<p>October 15, 2024 January 15, 2025 April 15, 2025 July 15, 2025</p>
<p>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.</p>	<p>October 15, 2024 January 15, 2025 April 15, 2025 July 15, 2025 (for each such date, with respect to Practices identified to Subrecipient within the prior quarter)</p>
<p>Practice Total Unique Patient Counts: For all Blueprint practices, 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)</p>	<p>December 15, 2024 March 15, 2025 June 15, 2025 September 15, 2025</p>
<p>Total Unique Patients seen by CHT staff Enter the number of unique patients seen by CHT staff, including CHT Expansion and DULCE staff.</p>	<p>October 15, 2024 January 15, 2025 April 15, 2025 July 15, 2025</p>

**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 include:
 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, and State shall not pay for these costs.

STATE OF VERMONT
DEPARTMENT OF VERMONT HEALTH ACCESS
NORTHWESTERN MEDICAL CENTER

PAGE 10 OF 40
GRANT # 03410-2650-25

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

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 expenses incurred within the HSA are not reimbursable.
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.

STATE OF VERMONT
DEPARTMENT OF VERMONT HEALTH ACCESS
NORTHWESTERN MEDICAL CENTER

PAGE 11 OF 40
GRANT # 03410-2650-25

- 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.
- 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

STATE OF VERMONT
DEPARTMENT OF VERMONT HEALTH ACCESS
NORTHWESTERN MEDICAL CENTER

PAGE 12 OF 40
GRANT # 03410-2650-25

<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:

- 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.

**STATE OF VERMONT
DEPARTMENT OF VERMONT HEALTH ACCESS
NORTHWESTERN MEDICAL CENTER**

18. Approved Budget for the Grant Term:
October 1, 2024 – September 30, 2025

Budget Category	Amount
Program Management	\$100,000.00
QI Facilitation	\$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.

STATE OF VERMONT
DEPARTMENT OF VERMONT HEALTH ACCESS
NORTHWESTERN MEDICAL CENTER

PAGE 14 OF 40
GRANT # 03410-2650-25

**ATTACHMENT C: STANDARD STATE PROVISIONS
FOR CONTRACTS AND GRANTS
REVISED DECEMBER 7, 2023**

“Attachment C: Standard State Provisions for Contracts and Grants” (revision version dated December 7, 2023) constitutes part of this Agreement and is hereby incorporated by reference as if fully set forth herein and shall apply to the purchase of all goods and/or services by the State under this Agreement. A copy of this document is available online at: <https://bgs.vermont.gov/purchasing-contracting/forms>.

**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:

8. ***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.

Notwithstanding Section 8 of Attachment C, the following sections are hereby removed from the Agreement:

10. ***Cyber Liability and Breach Response Insurance Coverage:*** When the Party's performance involves hosting confidential State data, or services in or on State information technology systems where confidential State data may reside, the Party shall have and maintain cyber liability and breach response insurance coverage at no less than \$1,000,000 per claim, \$2,000,000 aggregate. Such policy shall expressly provide, but not be limited to, coverage for losses arising from the following:
- a. unauthorized use of or access to: computer systems (including mobile devices), servers, client's data, or software;
 - b. defense of any regulatory action involving a breach of privacy;
 - c. failure to protect the confidential or proprietary information (personal and commercial information) and intellectual property from unauthorized disclosure or unauthorized access;
 - d. failure to adequately protect physical security of servers and systems including from cyber terrorism;
 - e. the costs for: notification (whether or not required by statute), credit file or identity monitoring, identity restoration, public relations, or legal experts;
 - f. third-party liability;
 - g. cyber extortion and cyber terrorism; and
 - h. no exclusion for actual or alleged breaches of professional services agreements associated with the above.

STATE OF VERMONT
DEPARTMENT OF VERMONT HEALTH ACCESS
NORTHWESTERN MEDICAL CENTER

PAGE 16 OF 40
GRANT # 03410-2650-25

**ATTACHMENT E
BUSINESS ASSOCIATE AGREEMENT**

SOV CONTRACTOR/GRANTEE/BUSINESS ASSOCIATE: NORTHWESTERN MEDICAL CENTER

SOV CONTRACT NO. 03410-2650-25 CONTRACT EFFECTIVE DATE: 10/01/2024

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*.

“*Breach*” means the acquisition, Access, Use or Disclosure of *Protected Health Information (PHI)* which compromises the Security or privacy of the *PHI*, except as excluded in the definition of *Breach* in 45 CFR § 164.402.

“*Business Associate*” shall have the meaning given for “Business Associate” in 45 CFR § 160.103 and means Contractor or Grantee and includes its Workforce, *Agents* and *Subcontractors*.

“*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).

STATE OF VERMONT
DEPARTMENT OF VERMONT HEALTH ACCESS
NORTHWESTERN MEDICAL CENTER

PAGE 17 OF 40
GRANT # 03410-2650-25

“*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.

“*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.

“*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. Contact Information for Privacy and Security Officers and Reports.

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. Permitted and Required Uses/Disclosures of PHI.

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 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*;

STATE OF VERMONT
DEPARTMENT OF VERMONT HEALTH ACCESS
NORTHWESTERN MEDICAL CENTER

PAGE 19 OF 40
GRANT # 03410-2650-25

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.

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. Reporting and Documenting Breaches.

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.

STATE OF VERMONT
DEPARTMENT OF VERMONT HEALTH ACCESS
NORTHWESTERN MEDICAL CENTER

PAGE 20 OF 40
GRANT # 03410-2650-25

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. **Mitigation and Corrective Action.** *Business Associate* shall mitigate, to the extent practicable, any harmful effect that is known to it of an impermissible Use or Disclosure of *PHI*, even if the impermissible Use or Disclosure does not constitute a *Breach*. *Business Associate* shall draft and carry out a plan of corrective action to address any incident of impermissible Use or Disclosure of *PHI*. *Business Associate* shall make its mitigation and corrective action plans available to Covered Entity upon request.

8. **Providing Notice of Breaches.**

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 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

STATE OF VERMONT
DEPARTMENT OF VERMONT HEALTH ACCESS
NORTHWESTERN MEDICAL CENTER

PAGE 21 OF 40
GRANT # 03410-2650-25

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*.

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*

STATE OF VERMONT
DEPARTMENT OF VERMONT HEALTH ACCESS
NORTHWESTERN MEDICAL CENTER

PAGE 23 OF 40
GRANT # 03410-2650-25

Associate of its obligations under this Agreement to independently assure compliance with the law and this Agreement.

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.

Rev. 05/22/2020

ATTACHMENT F

AGENCY OF HUMAN SERVICES' CUSTOMARY CONTRACT/GRANT PROVISIONS

- 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.
- 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.
- 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,

STATE OF VERMONT
DEPARTMENT OF VERMONT HEALTH ACCESS
NORTHWESTERN MEDICAL CENTER

PAGE 25 OF 40
GRANT # 03410-2650-25

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 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:**

STATE OF VERMONT
DEPARTMENT OF VERMONT HEALTH ACCESS
NORTHWESTERN MEDICAL CENTER

PAGE 26 OF 40
GRANT # 03410-2650-25

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 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

STATE OF VERMONT
DEPARTMENT OF VERMONT HEALTH ACCESS
NORTHWESTERN MEDICAL CENTER

PAGE 27 OF 40
GRANT # 03410-2650-25

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

Data Breaches: The notice required under the Use and Protection of State Information terms of Attachment C shall be provided to the Agency of Digital Services Chief Information Security Officer. <https://digitalservices.vermont.gov/about-us/contacts>. Party shall in addition comply with any other data breach notification requirements required under federal or state law or Attachment E.

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 through (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

STATE OF VERMONT
DEPARTMENT OF VERMONT HEALTH ACCESS
NORTHWESTERN MEDICAL CENTER

PAGE 28 OF 40
GRANT # 03410-2650-25

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.

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.

STATE OF VERMONT
DEPARTMENT OF VERMONT HEALTH ACCESS
NORTHWESTERN MEDICAL CENTER

PAGE 29 OF 40
GRANT # 03410-2650-25

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:**

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.

STATE OF VERMONT
DEPARTMENT OF VERMONT HEALTH ACCESS
NORTHWESTERN MEDICAL CENTER

PAGE 30 OF 40
GRANT # 03410-2650-25

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.

AHS ATT. F 6/19/2024

ATTACHMENT G
STATE OF VERMONT- FEDERAL TERMS SUPPLEMENT (Non-Construction)

(Revision date: 5/24/2024)

PROCUREMENT OF RECOVERED MATERIALS

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated Items unless the products cannot be acquired-

1. Competitively within a time frame providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. At a reasonable price

Information about this requirement, along with the list of EPA-designated items, is available at the EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

The Contractor also agrees to comply with all other applicable requirements of section 6002 of the Solid Waste Disposal Act.

CLEAN AIR ACT

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The contractor agrees to report each violation to the State of Vermont and understands and agrees that the State of Vermont will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

FEDERAL WATER POLLUTION CONTROL ACT

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The contractor agrees to report each violation to the State of Vermont and understands and agrees that the State of Vermont will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA. **a.** Standard. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order

**STATE OF VERMONT
DEPARTMENT OF VERMONT HEALTH ACCESS
NORTHWESTERN MEDICAL CENTER**

**PAGE 32 OF 40
GRANT # 03410-2650-25**

12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Nonprocurement Debarment and Suspension).

CONTRACTOR BREACH, ERRORS AND OMISSIONS

1. Any breach of the terms of this contract, or material errors and omissions in the work product of the contractor must be corrected by the contractor at no cost to the State, and a contractor may be liable for the State's costs and other damages resulting from errors or deficiencies in its performance.
2. Neither the States' review, approval or acceptance of nor payment for, the services required under this contract shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract.
3. The rights and remedies of the State provided for under this contract are in addition to any other rights and remedies provided by law or elsewhere in the contract.

TERMINATION FOR CONVENIENCE

1. General
 - a. Any termination for convenience shall be effected by delivery to the Contractor an Order of Termination specifying the termination is for the convenience of the Agency, the extent to which performance of work under the Contract is terminated, and the effective date of the termination.
 - b. In the event such termination occurs, without fault and for reasons beyond the control of the Contractor, all completed or partially completed items of work as of the date of termination will be paid for in accordance with the contract payment terms.
 - c. No compensation will be allowed for items eliminated from the Contract.
 - d. Termination of the Contract, or portion thereof, shall not relieve the Contractor of its contractual responsibilities for work completed and shall not relieve the Contractor's Surety of its obligation for and concerning any just claim arising out of the work performed.
2. Contractor Obligations

After receipt of the Notice of Termination and except as otherwise directed by the State, the Contractor shall immediately proceed to:

- a. To the extent specified in the Notice of Termination, stop work under the Contract on the date specified.
- b. Place no further orders or subcontracts for materials, services, and/or facilities except as may be necessary for completion of such portion(s) of the work under the Contract as is (are) not terminated.
- c. Terminate and cancel any orders or subcontracts for related to the services, except as may be necessary for completion of such portion(s) of the work under the Contract as is (are) not terminated.
- d. Transfer to the State all completed or partially completed plans, drawings, information, and other property which, if the Contract had been completed, would be required to be furnished to the State.

**STATE OF VERMONT
DEPARTMENT OF VERMONT HEALTH ACCESS
NORTHWESTERN MEDICAL CENTER**

**PAGE 33 OF 40
GRANT # 03410-2650-25**

- e. Take other action as may be necessary or as directed by the State for the protection and preservation of the property related to the contract which is in the possession of the contractor and in which the State has or may acquire any interest.
- f. Make available to the State all cost and other records relevant to a determination of an equitable settlement.

3. Claim by Contractor

After receipt of the Notice of Termination from the state, the Contractor shall submit any claim for additional costs not covered herein or elsewhere in the Contract within 60 days of the effective termination date, and not thereafter. Should the Contractor fail to submit a claim within the 60-day period, the State may, at its sole discretion, based on information available to it, determine what, if any, compensation is due the Contractor and pay the Contractor the determined amount.

4. Negotiation

Negotiation to settle a timely claim shall be for the sole purpose of reaching a settlement equitable to both the Contractor and the State. To the extent settlement is properly based on Contractor costs, settlement shall be based on actual costs incurred by the Contractor, as reflected by the contract rates. Consequential damages, loss of overhead, loss of overhead contribution of any kind, and/or loss of anticipated profits on work not performed shall not be included in the Contractor's claim and will not be considered, allowed, or included as part of any settlement.

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLIANCE SERVICES OR EQUIPMENT- this clause must be included in all subcontracts.

In connection with this contract, Contractors and Subcontractors are prohibited from:

- (a) Utilizing, procuring or obtaining equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115-232](#), section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
 - (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

STATE OF VERMONT
DEPARTMENT OF VERMONT HEALTH ACCESS
NORTHWESTERN MEDICAL CENTER

PAGE 34 OF 40
GRANT # 03410-2650-25

(b) In implementing the prohibition under [Public Law 115-232](#), section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See [Public Law 115-232](#), section 889 for additional information.

(d) See also [§ 200.471](#).

SUSPENSION AND DEBARMENT - This clause must be included in all subcontracts

This contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). The contractor must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by (insert name of the recipient/subrecipient/applicant). If it is later determined that the contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to (insert name of recipient/subrecipient/applicant), the federal government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions

BYRD ANTI-LOBBYING CERTIFICATION - Applicable to contracts over \$100,000.00- this clause must be included in all subcontracts over \$100,000.00.

Contractor has provided the certification required by the Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended, and will follow the requirements for certification of each lower tier (subcontract) to disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures will be forwarded from tier to tier up to the Contractor who in turn will forward the certification(s) to the federal awarding agency.

DOMESTIC PREFERENCE FOR PROCUREMENTS

As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.”

**STATE OF VERMONT
DEPARTMENT OF VERMONT HEALTH ACCESS
NORTHWESTERN MEDICAL CENTER**

**PAGE 35 OF 40
GRANT # 03410-2650-25**

CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS FIRMS.

(a) Contractor entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in [paragraphs \(b\)\(1\)](#) through [\(5\)](#) of this section

The following clauses are applicable when a contract utilizes SLRF funds, and must be passed down to subcontractors and grantees:

WHISTLEBLOWER PROTECTIONS

Contractor shall comply with 41. U.S.C. § 4712 and inform their employees of their rights and remedies in the predominant native language of the workforce.

FAIR EMPLOYMENT PRACTICES

Contractor must comply with 42 U.S.C. §2000d *et seq.*, and as enacted by 31 C.F.R. Part 22

FEDERAL AND STATE LAW, REGULATION, AND AGENCY GUIDANCE

Contractor must comply with comply the requirements of the Social Security Act, 42 U.S.C. §§ 602 and regulations adopted by Treasury pursuant to section 602(f) of the Social Security Act, and guidance issued by Treasury regarding the forgoing, and comply with all other federal statues, regulations, and executive orders, including generally applicable environmental laws and regulations

UNIFORM GUIDANCE

Contractor must comply with 2 C.F.R. Part 200 as modified by the Treasury's guidance.

INCREASING SEATBELT USE

**STATE OF VERMONT
DEPARTMENT OF VERMONT HEALTH ACCESS
NORTHWESTERN MEDICAL CENTER**

**PAGE 36 OF 40
GRANT # 03410-2650-25**

Contractor must comply with Executive Order 13043, 62 FR 1927 (April 18, 1997)

REDUCING TEXTING WHILE DRIVING

Contractor must comply with Executive Order 13513, 74 FR 51225 (Oct. 6, 2009).

STATE OF VERMONT
DEPARTMENT OF VERMONT HEALTH ACCESS
NORTHWESTERN MEDICAL CENTER

PAGE 37 OF 40
GRANT # 03410-2650-25

**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.

STATE OF VERMONT
DEPARTMENT OF VERMONT HEALTH ACCESS
NORTHWESTERN MEDICAL CENTER

PAGE 38 OF 40
GRANT # 03410-2650-25

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: Any liability to the State under the Vermont False Claims Act (32 V.S.A. § 630 et seq.) 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:

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.

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, Party is not under an obligation to pay child support or is in good standing with respect to or in full compliance with a plan to pay any and all child support payable under a support order. 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>

**STATE OF VERMONT
DEPARTMENT OF VERMONT HEALTH ACCESS
NORTHWESTERN MEDICAL CENTER**

**PAGE 39 OF 40
GRANT # 03410-2650-25**

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.

Use and Protection of State Information:

A. As between the State and Party, "State Data" includes all data received, obtained, or generated by the Party in connection

with performance under this Agreement. Party acknowledges that certain State Data to which the Party may have access

may contain information that is deemed confidential by the State, or which is otherwise confidential by law, rule, or

practice, or otherwise exempt from disclosure under the State of Vermont Access to Public Records Act, 1 V.S.A. § 315

et seq. ("Confidential State Data").

B. With respect to State Data, Party shall:

- i. take reasonable precautions for its protection;
- ii. not rent, sell, publish, share, or otherwise appropriate it; and
- iii. upon termination of this Agreement for any reason, Party shall dispose of or retain State Data if and to the extent required by this Agreement, law, or regulation, or otherwise requested in writing by the State.

C. With respect to Confidential State Data, Party shall:

- i. strictly maintain its confidentiality;
- ii. not collect, access, use, or disclose it except as necessary to provide services to the State under this Agreement;
- iii. provide at a minimum the same care to avoid disclosure or unauthorized use as it provides to protect its own similar confidential and proprietary information;
- iv. implement and maintain administrative, technical, and physical safeguards and controls to protect against any anticipated threats or hazards or unauthorized access or use;
- v. promptly notify the State of any request or demand by any court, governmental agency or other person asserting a demand or request for Confidential State Data so that the State may seek an appropriate protective order; and
- vi. upon termination of this Agreement for any reason, and except as necessary to comply with subsection B.iii above in this section, return or destroy all Confidential State Data remaining in its

**STATE OF VERMONT
DEPARTMENT OF VERMONT HEALTH ACCESS
NORTHWESTERN MEDICAL CENTER**

**PAGE 40 OF 40
GRANT # 03410-2650-25**

possession or control.

D. If Party is provided or accesses, creates, collects, processes, receives, stores, or transmits Confidential State Data in any

electronic form or media, Party shall utilize:

- i. industry-standard firewall protection;
- ii. multi-factor authentication controls;
- iii. encryption of electronic Confidential State Data while in transit and at rest;
- iv. measures to ensure that the State Data shall not be altered without the prior written consent of the State;
- v. measures to protect against destruction, loss, or damage of State Data due to potential environmental hazards, such as fire and water damage;
- vi. training to implement the information security measures; and
- vii. monitoring of the security of any portions of the Party's systems that are used in the provision of the services against intrusion.

E. No Confidential 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 United States, except with the

express written permission of the State.

F. Party shall notify the State within twenty-four hours after becoming aware of any unauthorized destruction, loss, alteration, disclosure of, or access to, any State Data.

G. State of Vermont Cybersecurity Standard Update: Party confirms that all products and services provided to or for the use of the State under this Agreement shall be in compliance with State of Vermont Cybersecurity Standard Update in effect at the time of incorporation of this Attachment C into this Agreement. The State of Vermont Cybersecurity Standard Update prohibits the use of certain branded products in State information systems or any vendor system, and a copy is available at: <https://digitalservices.vermont.gov/cybersecurity/cybersecurity-standards-and-directives>

H. In addition to the requirements of this Section 12, Party shall comply with any additional requirements regarding the

protection of data that may be included in this Agreement or required by law or regulation.