

- Parties:** This is a Grant Agreement for services between the State of Vermont, Department of Vermont Health Access (hereafter called "State"), and Vermont Information Technology leaders, Inc. with a principal place of business at 144 Main Street, Montpelier VT 05602 (hereafter called "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.
- Subject Matter:** The subject matter of this Grant Agreement is to develop and implement a population-based infrastructure within VTTL. Detailed services to be provided by the Subrecipient are described in Attachment A.
- Maximum Amount:** In consideration of services to be performed by the Subrecipient, the State agrees to pay the Subrecipient, per payment provisions specified in Attachment B, a sum not to exceed \$3,023,798.
- Grant Term:** The effective date of this Grant Agreement shall be July 2, 2014 and end on June 30, 2016.
- Source of Funds:** Federal \$3,023,798 State \$ Other \$

6. Federal Funds Information:

CFDA Title: ACA - State Innovation Models: Funding for Model Design or Model Testing Assistance
CFDA Number: 93.624
Award Name: State Innovation Models: Funding for Model Design
Award Number: 1G1CMS331181-02-02
Award Year: FFY2013
Federal Granting Agency: HHS, CMS/CMS Innovation Center
Research and Development Grant? Yes No

- Amendment:** No changes, modifications, or amendments in the terms and conditions of this grant shall be effective unless reduced to writing, numbered, and signed by the duly authorized representative of the State and Subrecipient.
- Cancellation:** This grant agreement may be suspended or cancelled by either party by giving the other party written notice, via registered mail, return receipt requested, at least 30 days in advance. Notwithstanding this provision, if a governmental agency with due authority determines that a program or facility operated by the Subrecipient, wherein services authorized under this grant are provided, is not in compliance with State and Federal law the State may terminate this grant immediately and notify the Subrecipient accordingly. Also, in the event that federal funds supporting this grant become unavailable or are reduced, the State may cancel this grant with no obligation to pay the Subrecipient from State revenues.

9. Contact Persons for this Award:

	<u>For the State</u>	<u>For the Subrecipient</u>
Name:	Georgia Maheras	John Evans
Phone #:	802-505-5137	802-223-4100
E-mail:	georgia.maheras@state.vt.us	jevans@vitl.net

- Fiscal Year:** Subrecipient's fiscal year starts on July 1 and ends on June 30.
- Attachments:** This grant consists of 20 pages including the following attachments which are incorporated herein:
 - Attachment A – Scope of Work to be Performed
 - Attachment B – Payment Provisions
 - Attachment C – Customary State Contract and Grant Provisions
 - Attachment E – Business Associate Agreement (not applicable to this grant)
 - Attachment F – AHS Customary Grant Provisions

Attachment G – Financial Report & Request for Grant Funds
Appendix I - ACO Gateway Architecture

Order of precedence of these documents shall be as follows:

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

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

BY THE STATE OF VERMONT:

BY THE SUBRECIPIENT:

Mark Larson, Commissioner Date
312 Hurricane Lane, Suite 201
Williston, VT 05495-2087
Phone: 802-879-5901
Email: Mark.Larson@state.vt.us

John Evans, President & CEO Date
144 Main Street
Montpelier, VT 05602
Phone: 802-223-4100
Email: Jevans@vitl.com

ATTACHMENT A SCOPE OF WORK TO BE PERFORMED

Background

The purpose of this project is to develop and implement a population-based infrastructure within Vermont's Health Information Exchange's (VHIE) capabilities, and to fully align with the emphasis of national and Vermont health care reform on collaborative, clinically integrated providers held accountable for the cost and quality of health care delivered to the populations they serve. VHIE is a secure computer network that connects the electronic health information systems of different health care providers, enabling those providers to share clinical and demographic data of patients they have in common.

Community Health Accountable Care (CHAC), OneCare Vermont (OCV), and Accountable Care Coalition of the Green Mountains (ACCGM) Vermont's three Accountable Care Organizations, have collectively identified several Health Information Exchange needs. The State may approve other ACOs in the future. It will prove imperative for the Affordable Care Organizations (ACO) to receive at the ACO level near real-time admission, discharge, and transfer information attributed to their beneficiaries, wherever they are in the health system. The ACO's need real-time patient demographics (ADT), lab results, clinical summaries, and immunization results to be provided to their designated analytics resource in order to manage their patient populations.

Scope of Work

There are four tasks under this project: Event Notification System Implementation, Gap Analysis; Gateway Development, and Customer Support for Year One. These will be performed by the Subrecipient or the Subrecipient's sub-contractors, including Medicity, the Subrecipient's existing Health Information Exchange vendor.

The Subrecipient will assign one or more Project Managers who will ensure that the following tasks are completed efficiently and effectively. The Project Manager will work on individual components of the project, ensuring that resources are maximized and that activities occur in the appropriate sequence.

The Subrecipient shall provide documents that constitute the Project Management Plan for Gap Analysis, Gateway Development and Event Notification System Implementation and roles and responsibilities, which describes how project objectives shall be met and provides a road map for implementing the population-based infrastructure for the VHIE. The Sub-recipient will also document Customer Support for Year One. As part of the Project Management Plan, the State, Grantee and Vermont's three Accountable Care Organizations will agree on the duties and responsibilities of each ACO in supporting VITL in the successful achievement of the deliverables identified in this Grant. The approach shall be consistent with the Project Management Institute Project Management Methodologies stated in the Project Management Body of Knowledge or equivalent. The Project Management Plan shall address the initiating, planning, controlling, executing, and closing processes. The Project Management Plan should at a minimum consist of the following subsidiary management plans:

- a. Scope Management Plan — this plan documents the project vision and goals, items that are in-scope and out-of-scope and their prioritization, dependencies among the scope items, and risks associated with the inclusion and removal of items from scope. The plan also defines the process used to modify project scope.
- b. Cost Management Plan — this plan shall indicate how project costs/budget shall be incurred, controlled, and reported. The plan must include the finalized cost and budget for the project. Cost-related progress report formatting shall be developed and included by the Subrecipient, consistent with

AHS requirements with inputs from State, and must include a tracking of costs to the project budget baseline.

- c. Risk Management Plan — the Subrecipient, with the support of State shall submit a Risk Assessment to the State's Program Director within one month of the grant signing.
- d. Quality Management Plan — the Subrecipient's plan must have the following elements:
 - a. Defined quality assurance responsibilities
 - b. Detailed definition of all deliverables by phase and associated acceptance criteria
 - c. Defined deliverable review process
 - d. Disciplined deliverable review process
 - e. Regularly scheduled reviews of key project phases and milestones
 - f. Identified target performance areas and proposed methods of measurement; establish the baseline metrics for the agreed upon goal areas; and assist the State in determining the level of achievement of the performance goals.
- e. The Schedule Management Plan – the plan developed by the Subrecipient must include the following:
 - a. How the project schedule shall be monitored for variances
 - b. What types of corrective actions shall be taken to address schedule variances during the life of the project
 - c. The process, roles, and responsibilities involved in making changes to the project schedule.
- f. Communication Management Plan — the plan must detail the varying levels and needs of the project's stakeholders for information regarding the project, status, accomplishments, impact on stakeholders, etc. As part of Communication Management, issues must be logged and reported monthly and the plan must detail the escalation mechanisms for issue resolution.

The Subrecipient will accomplish the following tasks under this grant:

1) Gap Analysis

The Gap Analysis will be an evaluation of the EHR capability of health care organizations, interface capability of the EHRs, and data within those interfaces, needed to ensure health data supporting the ACOs is submitted to the VHIE. The target data consists of the year one Medicare, Medicaid and Commercial Shared Savings ACO Program quality measures, some of which are obtained by survey or claims data. This will be a baseline determination of provider ability to capture and electronically transmit the clinical information needed for Commercial, Medicare and Medicaid Shared Savings ACO Program quality measures. The Subrecipient will evaluate the following:

- a. Hospitals – Various Systems Interfaced to the VHIE
- b. Physician/Ambulatory - EHRs Interfaced to the VHIE
- c. Community Providers Information Interfaced to the VHIE – including: Home health, skilled nursing facilities, mental health, and specialized agencies.
- d. Other Information Sources Interfaced to the VHIE

2) Gateway

The Gateway is a way for electronic data to be routed to the ACOs' analytics vendors for Care Management and Analytic processes to support patient care. ACOs are accountable for the cost and quality of health care delivered to the populations they serve. The Subrecipient will work with each ACO to develop full-functionality for their respective analytics vendors. Full-functionality is defined as insuring only the ACO beneficiaries are selected for further analytics, the selected data only includes patient demographics, lab results, clinical summaries and immunizations (ADT, CCD, Lab, VXU), and the targeted data is received intact by the ACO's analytics vendor. The Gateway architecture is provided in

Appendix I.

- a. Complete development and implementation of electronic pipeline(s) to the VHIE and analytics vendors
 - i. Supports analytic systems and payment reform efforts
 - ii. Enables full-functionality for the Northern New England Accountable Care Collaborative (NNEACC) Tool for OneCare Vermont ACO and its providers
 - iii. Enables full functionality for the tool selected by CHAC
 - iv. Enables full functionality for the tool selected by ACCGM

3) Event Notification System

The Subrecipient shall implement an event notification system (ENS) delivering real-time ADT information about a patient’s medical service encounter. The system shall, for instance, supply information to a primary care provider (permitted recipient) detailing the time of hospitalization or discharge. The Subrecipient will be responsible, first, for the implementation of a pilot testing the ENS. The Subrecipient and the State will use the information gathered in the pilot to consider revisions to the ENS, and for developing education materials and user guides prior to broader launch. After the pilot and ensuing enhancements, the Subrecipient will expand the implementation to each of the ACOs. This work will include: making sure subscribers have an executed VHIE Services Agreement; creating user accounts for subscribers; developing a rollout strategy by assisting initial subscribers with creating and testing notification templates; and developing a self-service implementation plan, supported by the VITL Service Center, for an expanded customer base. The Subrecipient will make the ENS available to providers outside of the ACOs. The services provided to those additional providers, as well as the associated charge for services, will not be covered within the scope of this Agreement.

4) Customer and System Infrastructure Support

The Subrecipient shall provide customer and system infrastructure support to ACOs and their members. System infrastructure support is defined as interface maintenance; upgrades and replacement (see a.ii below).

- a. Customer support to ACO participants shall encompass:
 - i. patient identify management;
 - ii. interface maintenance, upgrades and replacement;
 - iii. continuous measuring and data quality improvement; and
 - iv. provision of a twenty four hour, seven days a week support center.

Project Deliverables and Target Dates:

The tasks to be completed, specific deliverables, and timelines are listed in the table below.

Task	Scope	Deliverable	Due No Later Than
1) Gap Analysis			
	Who has an EHR?	Subrecipient will identify for each participant for whom we have EHR data the EHR used by that participant.	Jul-14

Task	Scope	Deliverable	Due No Later Than
	Those who are unknowns	Subrecipient will contact each participant for whom Subrecipient has no EHR information. Subrecipient will update its customer base to reduce the number of OCV participants with unknown EHRs.	Jul-14
	Hospitals sending lab results to the HIE so that data can flow to ACOs	Subrecipient has knowledge of which hospitals are sending lab results to the VHIE. This data analysis does not require information to be gathered from non-hospital practices.	Jul-14
	Health care organizations sending ADT	Subrecipient has knowledge of which health care organizations are sending Admission, Discharge and Transfer data (ADT) to the VHIE. This includes hospitals and practices. Subrecipient will also indicate which organizations <u>could</u> technically send an ADT but are not in the process of building an ADT interface.	Jul-14
	Health care organizations sending immunization	Subrecipient has knowledge of which health care organizations are sending VXU (immunizations) to the VHIE. This includes hospitals and practices. Subrecipient will also indicate which organizations <u>could</u> technically send a VXU but are not in the process of building a VXU interface.	Jul-14
	Health care organizations sending CCDs	Subrecipient knows which organizations are sending clinical data through the VHIE. Subrecipient will be able to identify which organizations are sending Continuity of Care Documents (CCDs) that could be parsed and forwarded to NNEACC in a flat file for NNEACC analytics. Subrecipient will also indicate which organizations <u>could</u> technically send a CCD but are not in the process of building a CCD interface.	Jul-14
	For those organizations ending CCDs, what quality measures are included	Subrecipient will review data in Docsite to identify which of the quality measure data elements are included in a CCD for those organizations sending CCDs.	Jul-14

2) Gateway

OCV Medicare			
	Build Medicity functionality - Beneficiary file	A OCV master person index is created for Medicare beneficiaries	Jul-14
	OCV Labs	OCV Medicare filtering on labs is complete, and sent to Northern New England Accountable Care Collaborative (NNEACC)	Jul-14
	OCV ADT	OCV Medicare filtering on Admission Discharge Transfer data (ADT) is complete, and sent to NNEACC	Sep-14
	OCV VXU	OCV Medicare filtering on VXU is complete, and sent to NNEACC	Sep-14
	OCV CCD	OCV Medicare filtering on CCD is complete, and sent to NNEACC	Dec-14

Task	Scope	Deliverable	Due No Later Than
	Build NNEACC CCD Interfaces	Convert inbound CCDs to a flat file for NNEACC	Dec-14
OCV Medicaid			
	Build Medicity functionality - Beneficiary file	A OCV master person index is created for Medicaid beneficiaries	Sept 15
	OCV Labs, ADT, CCD, VXU	OCV Medicaid filtering on lab, ADT, CCD and VXU is complete, and sent to NNEACC	Sept 15
OCV Commercial			
	Build Medicity functionality - Beneficiary file	A OCV master person index is created for commercial beneficiaries	Sept 15
	OCV Labs, ADT, CCD, VXU	OCV commercial filtering on lab, ADT, CCD and VXU is complete, and sent to NNEACC	Sept 15
CHAC			
	Build Medicity functionality - Beneficiary file	A CHAC master person index is created for CHAC beneficiaries	Dec 15
	OCV Labs, ADT, CCD, VXU	CHAC beneficiary Medicare filtering on lab, ADT, CCD and VXU is complete, and sent to CHAC's analytics vendor	Dec 15
ACCGM			
	Build Medicity functionality - Beneficiary file	An ACCGM master person index is created for ACCGM Medicare and commercial beneficiaries	Dec 15
	OCV Labs, ADT, CCD, VXU	ACCGM beneficiary Medicare and commercial filtering on lab, ADT, CCD and VXU is complete, and sent to ACCGM's analytics vendor	Dec 15
3) Event Notification System			
	One time software license purchase	Software license fee	Dec-14
	One time ENS Implementation	Implementation fee	Dec-14
	One time hosting environment setup	Build the hosting infrastructure	Dec-14
	Onboarding per provider organization	Onboarding organization who will receive event notifications	March 15 start
4) Customer and System Infrastructure Support (Note due date in this section is commencement of the 12 month period of customer support)			
	OCV Medicare	Provide customer support to ACO participants and encompass: patient identify management; interface maintenance, upgrades and replacement; continuously measuring and improving data quality; and the provision of a twenty four hours a day, seven days a week support center.	Jan-14

Task	Scope	Deliverable	Due No Later Than
	OCV Medicaid	Provide customer support to ACO participants and encompasses: patient identify management; interface maintenance, upgrades and replacement; continuously measuring and improving data quality; and the provision of a twenty four hours a day, seven days a week support center.	Sept 14
	OCV Commercial	Provide customer support to ACO participants and encompasses: patient identify management; interface maintenance, upgrades and replacement; continuously measuring and improving data quality; and the provision of a twenty four hours a day, seven days a week support center.	Sept 14
	CHAC Medicaid and Commercial	Provide customer support to ACO participants and encompasses: patient identify management; interface maintenance, upgrades and replacement; continuously measuring and improving data quality; and the provision of a twenty four hours a day, seven days a week support center.	Sept 15
	ACCGM Commercial	Provide customer support to ACO participants and encompasses: patient identify management; interface maintenance, upgrades and replacement; continuously measuring and improving data quality; and the provision of a twenty four hours a day, seven days a week support center.	Sept 15

Sub-contractor

Through this The State approves the Subrecipient to subcontract with Medicity as the administrator of the Vermont Health Information Exchange (VHIE). The Subrecipient has held a contract with Medicity contract since March 2010 with which the State is in agreement. Should the Subrecipient decide to modify this relationship or any other subcontracting under this agreement, it will in good faith notify and seek approval from the State prior to engagement.

Subrecipient Requirements

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

A-110: “Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations” (OMB Circular A-110);

A-122: “Cost Principles for Non-Profit Organizations” (OMB Circular A-122); and

A-133: “Audits of States, Local Governments and Non-Profit Organizations” (OMB Circular A-133)

These circulars may be found on the Office of Management and Budget website

at: <http://www.whitehouse.gov/omb/circulars/index.html>. As well as any other applicable federal regulations or guidelines specific to the funding which supports this grant.

ATTACHMENT B PAYMENT PROVISIONS

The maximum dollar amount payable under this agreement is not intended as any form of a guaranteed amount. The Subrecipient will be paid for services specified in Attachment A, or services actually performed, up to the maximum allowable amount specified within this agreement. This amount will be paid in the following manner:

1. The total maximum amount payable under this agreement shall not exceed \$3,023,798.
2. The Subrecipient shall submit invoices to the State containing a current date of submission, invoice number, and grant number for all payment requests under this grant. The Subrecipient's invoices shall include billing against the following line items:
 - a. Project Management – detailing staff time and travel expense for work associated with Tasks 1 through 3 specified in Attachment A. Invoices shall include the expenses as agreed upon in Table B and shall include documentation of deliverables provided as listed in Attachment A.
 - b. Gap Analysis
 - c. Gateway
 - d. Deliverables achieved in Event Notification System
 - e. Customer and System Infrastructure Support: See table below for billable allowance. The State will pay the Subrecipient at a Per-member Per-month (PMPM) rate of \$0.73 according to the Schedule A-1 found in Attachment A. During the implementation the Subrecipient may discover information that indicates the scope and deliverables in Attachment A should change. Upon mutual agreement, the State and the Subrecipient may determine that a partial payment is appropriate for the deliverables.

All Invoices shall be accompanied by a monthly progress report and shall be submitted electronically to the following State Staff for approval:

- a. Jessica Mendizabal, Contracts and Grants Administrator, jessica.mendizabal@state.vt.us.
- b. Georgia Maheras, VHCIP Project Director, georgia.maheras@state.vt.us.

The State shall have 10 business days to provide approval or dispute any portion of submission. Upon approval the state shall pay invoices within 10 business days.

3. Services performed between January 1, 2014 and the start of this contract that are in conformity with Attachment A can be billed under this Agreement.
4. Monthly progress reports must validate progress toward completion of deliverables as outlined in the project management plan. Failure to demonstrate progress toward deliverables or to meet deliverable due dates within 15 business days, as established in the work plan may result in a reduction of payment of up to 5% of the expenses associated with the deliverable, at the State's discretion, based upon the State's estimate of the damage resulting from impairment of its ability to achieve project goals in a timely manner. Deliverable due dates may be revised upon mutual agreement of both parties.
5. Proposed changes in scope of work shall be submitted for approval by the State. Subrecipient will undertake a new initiative in this category only upon submittal and approval by the State of a proposed scope of work and budget, and will be decided on by the State no later than quarterly. To the extent that budget increases or significant scope changes would be required, those changes would be subject to a formal amendment to this Agreement executed by the Subrecipient and the State.

Table B – 1 Budget:

	Item	Units	Rate	Labor	Purchased Service	Total
Salaries and Wages	Project Managers	3470.4	\$ 125.00	\$ 433,800.00		\$ 433,800.00
Subtotal salaries, wages, and time and materials.						\$ 433,800
Systems						
OCV Medicare						
	Build Medicity functionality - beneficiary	1			\$ 12,650.00	\$ 12,650.00
	OCV Labs	1			\$ 132,250.00	\$ 132,250.00
	OCV ADT	1			\$ 83,567.00	\$ 83,567.00
	OCV CCD	1			\$ 83,567.00	\$ 83,567.00
	OCVVXU	1			\$ 83,566.00	\$ 83,566.00
	Build NNEACC CCD	1			\$ 34,500.00	\$ 34,500.00
OCV Medicaid						
	Build Medicity functionality - beneficiary	1			\$ 12,650.00	\$ 12,650.00
	OCV Labs, ADT, CCD, VXU	1			\$ 172,500.00	\$ 172,500.00
OCV Commercial						
	Build Medicity functionality - beneficiary	1			\$ 12,650.00	\$ 12,650.00
	OCV Labs, ADT, CCD, VXU	1			\$ 172,500.00	\$ 172,500.00
CHAC						
	Build Medicity functionality - beneficiary	1			\$ 12,650.00	\$ 12,650.00
	CHAC Labs, ADT, CCD, VXU	1			\$ 172,500.00	\$ 172,500.00
ACCGM						
	Build Medicity functionality - beneficiary	1			\$ 12,650.00	\$ 12,650.00

	Item	Units	Rate	Labor	Purchased Service	Total
	CHAC Labs, ADT, CCD, VXU	1			\$ 172,500.00	\$ 172,500.00
ENS						
	One time software license purchase	1			\$ 125,000.00	\$ 125,000.00
	One time ENS implementation	1			\$ 156,250.00	\$ 156,250.00
	One time hosting environment setup	1			\$ 31,250.00	\$ 31,250.00
	Vendor start-up and implementation fees				\$312,500.00	\$ 312,500.00
Subtotal Systems:						\$ 1,795,700.00
First Year Support						
	OCV Medicare	PMPM	\$0.73			\$ 465,740.00
	OCV Medicaid	PMPM	\$0.73			\$ 127,020.00
	Commercial	PMPM	\$0.73			\$ 118,552.00
	CHAC	PMPM	\$0.73			\$ 82,986.00
Subtotal First Year Support						\$ 794,298.00
Total						\$ 3,023,798.00

ATTACHMENT C
CUSTOMARY PROVISIONS FOR CONTRACTS AND GRANTS

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

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

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

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

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

Workers Compensation: With respect to all operations performed, the Party shall carry workers'

compensation insurance in accordance with the laws of the State of Vermont.

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

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

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

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

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

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

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

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

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

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

10. **Records Available for Audit:** The Party will maintain all books, documents, payroll papers, accounting records and other evidence pertaining to costs incurred under this agreement and make them available at reasonable times during the period of the Agreement and for three years thereafter for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started

before the expiration of the three year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved. The State, by any authorized representative, shall have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed under this Agreement.

11. **Fair Employment Practices and Americans with Disabilities Act:** Party agrees to comply with the requirement of Title 21V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable. Party shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990, as amended, that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the Party under this Agreement. Party further agrees to include this provision in all subcontracts.
12. **Set Off:** The State may set off any sums which the Party owes the State against any sums due the Party under this Agreement; provided, however, that any set off of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided hereinafter.
13. **Taxes Due to the State:**
 - a. Party understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.
 - b. Party certifies under the pains and penalties of perjury that, as of the date the Agreement is signed, the Party is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.
 - c. Party understands that final payment under this Agreement may be withheld if the Commissioner of Taxes determines that the Party is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.
 - d. Party also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Party has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Party has no further legal recourse to contest the amounts due.
14. **Child Support:** (Applicable if the Party is a natural person, not a corporation or partnership.) Party states that, as of the date the Agreement is signed, he/she:
 - a. is not under any obligation to pay child support; or
 - b. is under such an obligation and is in good standing with respect to that obligation; or
 - c. has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan.

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

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

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

16. **No Gifts or Gratuities:** Party shall not give title or possession of any thing of substantial value (including property, currency, travel and/or education programs) to any officer or employee of the State during the term of this Agreement.
17. **Copies:** All written reports prepared under this Agreement will be printed using both sides of the paper.
18. **Certification Regarding Debarment:** Party certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, neither Party nor Party's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in federal programs, or programs supported in whole or in part by federal funds.
- Party further certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, Party is not presently debarred, suspended, nor named on the State's debarment list at: <http://bgs.vermont.gov/purchasing/debarment>.
19. **Certification Regarding Use of State Funds:** In the case that Party is an employer and this Agreement is a State Funded Grant in excess of \$1,001, Party certifies that none of these State funds will be used to interfere with or restrain the exercise of Party's employee's rights with respect to unionization.

ATTACHMENT F
AGENCY OF HUMAN SERVICES' CUSTOMARY GRANT PROVISIONS

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

2. **2-1-1 Data Base:** The Grantee providing a health or human services within Vermont, or near the border that is readily accessible to residents of Vermont, will provide relevant descriptive information regarding its agency, programs and/or contact and will adhere to the "Inclusion/Exclusion" policy of Vermont's United Way/Vermont 211. If included, the Grantee will provide accurate and up to date information to their data base as needed. The "Inclusion/Exclusion" policy can be found at www.vermont211.org

3. **Medicaid Program Grantees:**

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

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

Inspect and audit any financial records of such Grantee or subgrantee.

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

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

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

Federal Medicaid System Security Requirements Compliance: All Grantees and subcontractors must provide a security plan, risk assessment, and security controls review document within three months of the start date of this agreement (and update it annually thereafter) to support audit compliance with 45CFR95.621 subpart F, *ADP (Automated Data Processing) System Security Requirements and Review Process*.

4. **Non-discrimination Based on National Origin as evidenced by Limited English Proficiency.** The Grantee agrees to comply with the non-discrimination requirements of Title VI of the Civil Rights Act of 1964, 42 USC Section 2000d, et seq., and with the federal guidelines promulgated pursuant to Executive Order 13166 of 2000, which require that Grantees and subgrantees receiving federal funds must assure that persons with limited English proficiency can meaningfully access services. To the extent the Grantee provides assistance to individuals with limited English proficiency through the use of oral or written translation or interpretive services in compliance with this requirement, such individuals cannot be required to pay for such services.

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

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

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

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

Social Security numbers: The Grantee agrees to comply with all applicable Vermont State Statutes to assure protection and security of personal information, including protection from identity theft as outlined in Title 9, Vermont Statutes Annotated, Ch. 62.

8. **Abuse Registry.** The Grantee agrees not to employ any individual, use any volunteer, or otherwise provide reimbursement to any individual in the performance of services connected with this agreement, who provides care, custody, treatment, transportation, or supervision to children or vulnerable adults if there is a substantiation of abuse or neglect or exploitation against that individual. The Grantee will check the Adult Abuse Registry in the Department of Disabilities, Aging and Independent Living. Unless the Grantee holds a valid child care license or registration from the Division of Child Development, Department for Children and Families, the Grantee shall also check the central Child Protection Registry. (See 33 V.S.A. §4919(a)(3) & 33 V.S.A. §6911(c)(3)).
9. **Reporting of Abuse, Neglect, or Exploitation.** Consistent with provisions of 33 V.S.A. §4913(a) and §6903, any agent or employee of a Grantee who, in the performance of services connected with this agreement, has contact with clients or is a caregiver and who has reasonable cause to believe that a child or vulnerable adult has been abused or neglected as defined in Chapter 49 or abused, neglected, or exploited as defined in Chapter 69 of Title 33 V.S.A. shall make a report involving children to the Commissioner of the Department for Children and Families within 24 hours or a report involving vulnerable adults to the Division of Licensing and Protection at the Department of Disabilities, Aging, and Independent Living within 48 hours. This requirement applies except in those instances where particular roles and functions are exempt from reporting under state and federal law. Reports involving children shall contain the information required by 33 V.S.A. §4914. Reports involving vulnerable adults shall contain the information required by 33 V.S.A. §6904. The Grantee will ensure that its agents or employees receive training on the reporting of abuse or neglect to children and abuse, neglect or exploitation of vulnerable adults.
10. **Intellectual Property/Work Product Ownership.** All data, technical information, materials first gathered, originated, developed, prepared, or obtained as a condition of this agreement and used in the performance of this agreement - including, but not limited to all reports, surveys, plans, charts, literature, brochures, mailings, recordings (video or audio), pictures, drawings, analyses, graphic representations, software computer programs and accompanying documentation and printouts, notes and memoranda, written procedures and

documents, which are prepared for or obtained specifically for this agreement - or are a result of the services required under this grant - shall be considered "work for hire" and remain the property of the State of Vermont, regardless of the state of completion - unless otherwise specified in this agreement. Such items shall be delivered to the State of Vermont upon 30 days notice by the State. With respect to software computer programs and / or source codes first developed for the State, all the work shall be considered "work for hire," i.e., the State, not the Grantee or subgrantee, shall have full and complete ownership of all software computer programs, documentation and/or source codes developed.

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

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

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

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

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

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

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

13. **Lobbying.** No federal funds under this agreement may be used to influence or attempt to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, continuation, renewal, amendments other than federal appropriated funds.

14. **Non-discrimination.** The Grantee will prohibit discrimination on the basis of age under the Age Discrimination Act of 1975, on the basis of handicap under section 504 of the Rehabilitation Act of 1973, on the basis of sex under Title IX of the Education Amendments of 1972, or on the basis of race, color or national origin under Title VI of the Civil Rights Act of 1964. No person shall on the grounds of sex (including, in the case of a woman, on the grounds that the woman is pregnant) or on the grounds of

religion, be excluded from participation in, be denied the benefits of, or be subjected to discrimination, to include sexual harassment, under any program or activity supported by state and/or federal funds.

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

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

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

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

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

Appendix I – ACO Gateway Architecture

ACO Gateway Architecture

