

1. **Parties:** This is a Grant Agreement for services between the State of Vermont, Department of Vermont Health Access (hereafter called "State") and Southwestern Vermont Medical Center with a principal place of business at 100 Hospital Drive, Bennington, VT 05201 (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 implement a Transitional Care Model (TCM) that supports patient self-management of chronic conditions in small rural communities. Detailed services to be provided by the Subrecipient are described in Attachment A.
3. **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 \$400,000.
4. **Grant Term:** The effective date of this Grant Agreement shall be **December 1, 2014** and end on **November 30, 2016**.

Work performed between December 1, 2014 and the signing or execution of this amendment that is in conformity with Attachment A may be billed under this agreement. Subrecipient agrees that in exchange for the consideration of the option to bill for services performed, all terms and conditions described in this agreement shall apply to any and all services performed for or on behalf of the State. Subrecipient agrees that by submitting invoices, bills, or otherwise seeking compensation for services performed prior to the finalization of this agreement or signing of this agreement, Subrecipient is agreeing to the application of all terms of this contract to that period and to that work. Subrecipient further agrees to defend, indemnify, and hold the State harmless for any claim, dispute, non-contractual cost or charge, or any liability whatsoever, whether in law, equity, or otherwise, which arises from or is connected to the work performed prior to the execution of this agreement. Subrecipient further agrees that these terms apply regardless of whether the work is accepted by the State, and regardless of whether payment is issued by the State to the Subrecipient for the work in question.

5. **Source of Funds:** Federal \$400,000 State \$ Other \$

6. **Federal Funds Information:**

CFDA Title: State Innovation Models

CFDA Number: 93.624

Award Name: State Innovation Models: Funding for Model Design

Award Number: 1G1CMS331181

Award Year: FFY14

Federal Granting Agency: Centers for Medicare & Medicaid Services

Research and Development Grant? Yes No

7. **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.

8. 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 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	Elizabeth Dillard
Phone #:	802-505-5137	802-440-4239
E-mail:	Georgia.maheras@state.vt.us	beth.dillard@svhealthcare.org

10. Fiscal Year: Subrecipient's fiscal year starts on July 1 and ends on June 30.

11. Attachments: This grant consists of 35 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 D – Modifications to Customary Provisions
- Attachment E – Business Associate Agreement
- Attachment F – AHS Customary Grant Provisions
- Appendix I – Required Forms

Order of precedence of these documents shall be as follows:

1. This Document
2. Attachment D – Modifications to Customary Provisions
3. Attachment C – Customary State Contract and Grant Provisions
4. Attachment A – Specifications of Work to be Performed
5. Attachment B – Payment Provisions
6. Attachment E – Business Associate Agreement
7. Attachment F – AHS Customary Grant Provisions
8. Appendix I – Required Forms

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

BY THE STATE OF VERMONT:

BY THE SUBRECIPIENT:

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

Carol Conroy, Chief Nursing Officer Date
Southwestern Vermont Medical Center
100 Hospital Drive, Bennington, VT 05201
Phone: 802-447-5384
Email: carol.conroy@svhealthcare.org

ATTACHMENT A
SCOPE OF WORK TO BE PERFORMED

This grant agreement relates to health care innovation services provided by the Subrecipient.

In 2013, the State was awarded a State Innovation Model (SIM) federal grant to support the work outlined below as part of the Vermont Health Care Innovation Project (VHCIP). This Grant is a sub-award as a part of the VHCIP Grant Program, which solicited proposals in the fall of 2014.

The Subrecipient will aim to reduce health care costs in a small rural community by implementing an innovative adaptation of the transitional care model (TCM) that supports patient self-care. TCM will be implemented across a rural service area to test the model's impact on population health and to inform research on its application to the Accountable Care Organization model.

Subrecipient Shall:

1. Provide data on the effectiveness of the TCM on reducing preventable admissions and readmissions, reducing Emergency Department (ED) use, and improving patient quality of life and patient satisfaction.
2. Test communication tools for collaborative huddles that bring a multidisciplinary team of caregivers and community partners together to create patient-centered care plans.
3. Host a regional conference to educate other professionals on TCM and share best practices.
4. Create a TCM tool box for rural hospitals with available clinicians to network and guide healthcare facilities with implementation.
5. Disseminate project results at state and national conferences and through peer reviewed publications.
6. Grant project outcomes expected include:
 - a. Reduction in the rate of preventable hospital readmission among the target population by 25%.
 - b. Reduction in emergency room utilization by the target population by 10%.
 - c. Improvement in patient quality of life by 50% using Quality of Life scoring pre and post TCM intervention.
7. Program Status Reporting:
 - a. Prepare and submit to the State quarterly programmatic status reports no later than the 10th of the month following the 3 month period being reported. The reports shall include a narrative summary outlining specific progress on projects as directed by the reporting templates provided. The reporting schedule is as follows:
 - i. 2015: April 10 (to include the month of December, 2014), July 10, October 10
 - ii. 2016: January 10, April 10, July 10, October 10, December 10 (for the months of October and November, 2016)
 - iii. Final Report Due: December 10, 2016
 - b. Programmatic reports shall be submitted to:

Joelle Judge, VHCIP Project Management Office
Agency of Administration
joelle.judge@partner.state.vt.us
(o) 802-828-1979

8. Prepare and present programmatic reports to the VHCIP work groups, Steering Committee or Core Team as requested.
9. Adhere to the following work plan and timeline on page 6 of this agreement:

Deliverables and Implementation Timeline for VHCIP Grant Proposed Activities					
Activities	Anticipated Outcomes	Milestone	Implementation Timeline	Person Responsible	Comment
Need: Vermont and the nation have identified the need to develop new systems and structures to reduce rising health expenditures while maintaining and improving the quality of care					
Goal 1: Assess and implement plans of care for the gaps identified in the delivery of integrated healthcare in the Bennington Service Area					
Objective 1.1: Expand transitional care team and deploy throughout the Bennington service area to provide consistent level of care					
<i>Complete Strengths, Weaknesses, Opportunities, and Threats (SWOT) analysis of existing Transitional Care Nurse (TCN) program (conducted by TCN team)</i>	Strengths and opportunities for improvement reviewed and incorporated in plan	Creation of edited TCN implementation plan prior to roll out to all practices	January 2015	Billie Allard, RN	
<i>Review job description and post position; interview and select candidate</i>	Additional Transitional Care Nurse hired	Complete team of TCN in place for expansion	February 2015	Billie Allard, RN	
<i>Confer with data analyst and initiate plans for expansion of practices, patient satisfaction and quality of life data</i>	Resources to assist in data collection process identified; use of Midas tool and Meditech functionality	Completion of data set with plan for collection, analysis and reporting	February 2015	Avis Hayden	
<i>Provide training for new TCN</i>	New TCN will understand the program and the responsibilities of the position	Training completed	March 2015	Billie Allard	
<i>Schedule meetings with community agencies, medical home, nursing home and home care agencies to present</i>	Input and feedback gathered with improved understanding by	Implementation plan created utilizing feedback	April 2015	Billie Allard	

<i>TCN expansion plan</i>	partners re: TCN plan	and suggestions			
<i>Plan for office practice/TCN team deployment completed and shared</i>	Meetings with primary care practices for introduction of TCN and program	TCN orientation in primary care practice completed and visits begin	May 2015	Billie Allard Trey Dobson	
Objective 1.2: Review progress of the transition care team program and collaborate with community stakeholders to develop tools and strategies to address gaps in the delivery of care and to create a continuous improvement system to gather data and incorporate feedback on the program.					
<i>Convene steering team for VHCIP grant implementation plan</i>	Input obtained from primary care providers, community agencies, medical home, nursing home and VNA	Meeting held with involvement from multiple stakeholders	January 2015	Billie Allard, RN	
<i>Finalize patient satisfaction survey and measure patient feedback, communication and quality of life</i>	Implementation plan created for use of tool, how it is provided, data collected and analyzed	TCNs utilize Patient Survey tool for all new patients	January 2015	Billie Allard	
<i>Complete SWOT analysis of existing TCN plan by focus group (physicians, medical home, TCNs, community agencies)</i>	Weakness and barriers to success (aka gaps) identified	Creation of edited TCN implementation plan prior to roll out to all practices	February 2015	Billie Allard, RN	
<i>Collect data for first six months</i>	Data is compiled and analyzed by data analyst; reports generated	Data shared across the health system and PCP partners	January-June 2015	Avis Hayden Billie Allard	
<i>Rounding on physician practices, hospitalists, nursing home, and home care to get feedback on program</i>	Feedback shared with TCN team	Update to PCP care team, hospitalists and other care team	October 2015	Billie Allard	

		members with any changes			
<i>Data collected for second six months</i>	Data is compiled and analyzed by data analyst; reports generated	Summary of results shared across the healthcare system	July-Dec 2015	Billie Allard Avis Hayden	
<i>Convene focus group of TCNs, reps from PCP, nursing home, community agency, home care, medical home and repeat SWOT and gap analyses</i>	Weaknesses, gaps and barriers to success identified. Progress report compiled.	Share results with users; implement recommended changes	January 2016	Billie Allard	
<i>Update Gap Analysis document with completed work plan</i>	New items added to proposed plan	Share across the continuum	June 2016	Billie Allard	
Goal 2: Create an interdisciplinary team to better meet the needs of behavioral health/drug and alcohol addicted patients that seek frequent assistance from the Emergency Department					
Objective 2.1: Convene a weekly meeting with representation from across the healthcare and social support network to assist in coordination of care for behavioral health and addicted patient populations					
<i>Creation of Community Care team steering group and first meeting held</i>	Shared observations from Connecticut site visit presented to team.	Implementation plan created, communication with team members assigned	Completed	Billie Allard	COMPLETED
<i>Data management of ED frequent users designed and implemented</i>	Kinks worked out with assistance of IT support team	Data flowing with daily and weekly reports available	December 2014	Chris Barsotti, MD Karen Hewson, RN	
<i>Review of form "Authorization to Obtain or Release Information for Behavioral Health"</i>	Reviewed by hospital attorney, risk manager and HIPPA director	Approval for use of form for Community Care Team meeting	December 2014	Billie Allard	
<i>Kick off meeting scheduled with</i>	Support from across the	Majority of team	January 2015 (first	Billie Allard, RN	

<i>community care team members</i>	community	members agree to participate; weekly date scheduled	care team meeting)		
<i>Weekly data summary reports designed for CCT meetings</i>	Identified problem areas and remedied	Steering team review final product and endorse for use in January	January 2015	Karen Hewson, RN Chris Barsotti, MD	
<i>Create Implementation plan for getting release forms completed prior to weekly team meetings</i>	Reviewed with involved parties	Team completes process of obtaining consent for first identified group of patients	January 2015	Susan Robbins Billie Allard	
<i>Data set chosen for progress from weekly meeting and quarterly summary reports</i>	Format for data analysis established and time frames for reports set	Flow of data in place and collected monthly and shared with team	February 2015	Avis Hayden	
<i>Feedback collected from Community Care team members re: how is this working, how could it be improved</i>	Team actively engaged in continuous improvement of program.	Changes instituted and shared with team	February 2015	Billie Allard	
<i>Check in with Community Care team members re ; suggestions for improvement, sharing concerns</i>	Candid feedback in group meeting	Changes implemented	June 2015	Billie Allard	
<i>Data collected for 6 month period and compiled by data analyst</i>	Reviewed by steering team	Data shared with CCT	January-July 2015	Avis Hayden	
<i>Data collected for 12 month period and compiled by data analyst</i>	Reviewed by steering team	Data shared with CCT, Medical Staff, EMT and VHCIP	Jan-Dec 2015	Avis Hayden	

		team			
<i>Check in with Community Care Team on what is working, what could be better</i>	Active participation by team	Suggestions implemented where appropriate and possible	March 2016	Billie Allard	
<i>Interviews with ED patients participating in benefits of Community Care Team</i>	Rounding, paper surveys, phone calls	Share results with team and make appropriate changes to program	May 2016	Susan Robbins Karen Hewson	
<i>Interviews with ED MDs and nurses re: HPA effectiveness and impact of CCT program</i>	Survey monkey with high participation	Results shared across continuum	Sept 2016	Billie Allard	
<i>Celebration event with Community Care Team, ED care team, hospital administration and patients to announce final data from program</i>	Open house held	Decision made by SVHC on continuing program, and from community care team to attend and participate	Dec. 2016	All	
Objective 2.2: Create a new position of Health Promotion Advocate to support patients who visit the emergency department.					
<i>Create job description and post position; interview candidates for Health Promotion Advocate position</i>	Health Promotion Advocate (HPA) hired	Health Promotion advocate oriented to role and responsibilities	March 2015	Billie Allard, RN	
<i>Develop and implement orientation plan with input from steering group</i>	HPA spends time with partners across the continuum	HPA begins duties in ED position	May 2015	Susan Robbins, RN	
<i>Weekly scheduled check-ins with HPA</i>	Feedback addressed with	Resolution of road	Ongoing for first	Susan Robbins, RN	

<i>with Community Care Team co-leads</i>	appropriate parties	blocks, barriers, HPA education needs	two months that HPA is in position	Billie Allard, RN	
<i>Review of HPA position, data year to date and assessment for including in 2016 budget</i>	Decision on continuation of role in ED	Accepted in proposed ED Budget for 2016	May 2016	Susan Robbins	
Goal 3: Decrease the high readmission rate and number of visits to the Emergency Department of nursing home residents in our Bennington Service Area					
Objective 3.1: To provide support to area Nursing Homes through the implementation of the INTERACT (Interventions to Reduce Acute Care Transfers) program by a SVHC educator					
<i>Review job description and job posting; interview and select INTERACT educator</i>	INTERACT educator hired	Educator oriented to role and responsibilities	March 2015	Billie Allard, RN	
<i>Training and orientation plan for INTERACT educator created</i>	Orientation and training plan finalized.	Orientation complete	March 2015	Peg Daly, RN	
<i>Schedule meeting with area nursing home clinical directors to discuss opportunity for assistance with INTERACT.</i>	Nursing homes schedule training time with INTERACT educator	Agreements with proposed time lines signed with nursing homes.	April 2015	Billie Allard, RN	
<i>Implementation plan created with input from nursing home contacts, CLR educator, SVMC education team</i>	Sign off on plan by each nursing home leader	Implementation plan in place.	April 2015	Peg Daly, RN	
<i>Launch Phase One of INTERACT education program; education of staff and leadership</i>	Program embraced by nursing home team	Phase 1 of INTERACT program completed in 2 settings	July 2015	Billie Allard RN	
<i>Plan for communication with Bennington service area MDs re:</i>	MDs enthusiastic about the program, plan for	Communication completed in all	April 2015	Billie Allard, RN	

<i>INTERACT implementation in nursing homes designed</i>	concerns and questions being addressed	MD office setting			
<i>Monitoring tool for program implementation measures designed with input from front line users</i>	Tools being utilized at 2 settings	First results shared with steering team	Sept 2015	Avis Hayden	
<i>Weekly check in and rounds by INTERACT educator with nursing homes with active INTERACT program</i>	Assess readiness to expand program to second phase	Decision made on expansion	October 2015	Peg Daly, RN	
<i>Launch Phase Two of INTERACT education program</i>	Program expanded in participating nursing homes	Phase 2 rolled out in first two settings	November 2015	Billie Allard, RN	
<i>Staff and leader education begun in two additional nursing home settings</i>	Program embraced by nursing team	Phase 1 of INTERACT program launched in two additional settings	December 2015	Peg Daly, RN	
<i>Monitoring tool for program implementation measures deployed at two new settings</i>	Tools actively used by new settings	Results shared with steering team	January 2016	Avis Hayden	
<i>Weekly check in and rounds by INTERACT with 2 new nursing home settings</i>	Assess readiness to expand program	Phase 2 rolled out in second two settings	March 2016	Peg Daly	
<i>Data collection on ED visit and hospital admissions for first 2 INTERACT nursing home participants</i>	Compare data pre and post program implementation	Share results with steering team, nursing home, EMT and VSCHIP	April 2016	Avis Hayden	
<i>Survey MDs and nursing team at 2 nursing homes re: INTERACT program</i>	Complete on survey monkey, walking rounds	Collate results and share with	May 2016	Billie Allard	

<i>effectiveness, suggestions, concerns</i>	and interviews	steering team			
<i>Data collection on ED visits and hospital admissions for second 2 INTERACT nursing home participants</i>	Compare data pre and post program implementation	Share results with steering team, nursing home, EMT and VSCHIP	August 2016	Avis Hayden	
<i>Survey MDs and nursing teams at second two nursing homes re: INTERACT program effectiveness, suggestions and concerns</i>	Complete on survey monkey, walking rounds and interviews	Collate results and share with steering team	September 2016	Billie Allard	
<i>Celebratory meeting with all area nursing homes, hospital administration and nursing staff</i>	Share success stories from INTERACT program roll out, patient satisfaction, caregiver appreciation and cost savings/avoidance	Presentation an Transitional Care conference at Mount snow, submitted for publication at national journal	December 2016	Billie Allard	
Goal 4: Create required reports and disseminate information on project progress and lessons learned through toolkit and regional conference					
Goal 4.1: Plan and execute a regional conference for healthcare professionals on adaptation of the transitional care model and application in a rural setting					
<i>Convene planning team for Transitional Care Regional Conference</i>	Event date and location selected; potential presenters invited.	Complete proposed budget and submit to EMT for approval	April 2015	Beth Dillard	
<i>Monthly meeting of conference team</i>	Monthly work plan developed	Assignments to key players completed on time	May 2015 through conference date (Anticipated for early Fall 2016)	Beth Dillard	

<i>Create concise, transferrable tools to assist other health systems</i>	Toolkit of communication tools, implementation plans, project structures, and lessons learned created.	Toolkit share with other health systems at regional conference	Ongoing refinement of tools throughout project	Billie Allard Beth Dillard	
Goal 4.2: Adhere to State timetable for reporting					
<i>Create reports for VHCIP reviewers. submitted in accordance with State schedule</i>	Reports completed in accordance with State schedule	Reports accepted.	April 10, July 10, October 10, 2015; January 10, April 10, July 10, 2016	Billie Allard Beth Dillard	
<i>Create final grant report for State</i>	Report completed	Report accepted	Nov 30, 2016	Beth Dillard Billie Allard	

SubGrantee Requirements: Per Attachment C, Section 15, if the Subrecipient chooses to subcontract additional work under this agreement, the Subrecipient must first fill out and submit the Request for Approval to Subcontract Form (Appendix I- Required Forms) in order to seek approval from the State prior to signing an agreement with a third party. Upon receipt of the Request for Approval to Subcontract Form, the State shall review and respond within five (5) business days. Under no circumstance shall the Subrecipient enter into a sub-agreement without prior authorization from the State. The Subrecipient shall submit the Request for Approval to Subcontract Form electronically to:

Jessica Mendizabal
Business Office
Department of Vermont Health Access (DVHA)
jessica.mendizabal@state.vt.us
(o) 802-878-7958

Should the status of any third party or Subrecipient change, the Subrecipient is responsible for updating the State within fourteen (14) days of said change.

Subrecipient Requirements

As a subrecipient 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>.

For Agreements that extend beyond 2014:

2 CFR Chapter I, Chapter II, Part 200, et al.: "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Final Rule" <http://www.gpo.gov/fdsys/pkg/FR-2013-12-26/pdf/2013-30465.pdf>.

Health and Human Services (HHS) Grant Policy Statement (GPS) - Subawards (pg. II-78):

The recipient is accountable to the Operating Division (OPDIV) for the performance of the project, the appropriate expenditure of grant funds by all parties, and all other obligations of the recipient, as specified in the HHS GPS. In general, the requirements that apply to the recipient, including the intellectual property and program income requirements of the award, also apply to subrecipients. The recipient is responsible for including the applicable requirements of the HHS GPS in its subaward agreements.

The recipient must enter into a formal written agreement with each subrecipient that addresses the arrangements for meeting the programmatic, administrative, financial, and reporting requirements of the

grant, including those necessary to ensure compliance with all applicable Federal regulations and policies. **At a minimum, the subaward agreement must include the following:**

- Identification of the Principal Investigator/Principal Director and individuals responsible for the programmatic activity at the subrecipient organization along with their roles and responsibilities.
- Procedures for directing and monitoring the programmatic effort.
- Procedures to be followed in providing funding to the subrecipient, including dollar ceiling, method and schedule of payment, type of supporting documentation required, and procedures for review and approval of expenditures of grant funds.
- If different from those of the recipient, a determination of policies to be followed in such areas as travel reimbursement and salaries and fringe benefits (the policies of the subrecipient may be used as long as they meet HHS requirements).
- Incorporation of applicable public policy requirements and provisions indicating the intent of the subrecipient to comply, including submission of applicable assurances and certifications.

For research subawards, inclusion of the following:

- Statement specifying whether the financial conflict of interest requirements of the collaborating organization or those of the recipient apply.
- Provision addressing ownership and disposition of data produced under the agreement.
- Provision making the sharing of data and research tools and the inventions and patent policy applicable to the subrecipient and its employees in order to ensure that the rights of the parties to the agreement are protected and that the recipient can fulfill its responsibilities to the OPDIV. This provision must include a requirement to report inventions to the recipient and specify that the recipient has the right to request and receive data from the subrecipient on demand.
- Provisions regarding property (other than intellectual property), program income, publications, reporting, record retention, and audit necessary for the recipient to fulfill its obligations to the OPDIV.

Federal Funding Accountability and Transparency Act (FFATA) Subaward Reporting Requirement:

New awards issued under this funding opportunity announcement are subject to the reporting requirements of the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. 109–282), as amended by section 6202 of Public Law 110–252 and implemented by 2 CFR Part 170.

Grant and cooperative agreement recipients must report information for each first-tier sub-award of \$25,000 or more in Federal funds and executive total compensation for the recipient's and subrecipient's five most highly compensated executives as outlined in Appendix A to 2 CFR Part 170 (available online at www.fsr.gov).

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. **Invoices.** The Subrecipient shall invoice the State monthly for actual expenses incurred or services performed, up to the maximum amount of \$400,000 per the budget table in section 6. All requests for reimbursement shall be submitted according to the invoicing templates provided by the State (invoice and worksheet will be provided electronically separate from this agreement upon execution).
2. The Subrecipient shall maintain copies of all receipts with each invoice as supporting documentation for all reimbursed payments.
3. Invoices should reference this grant number, contain a unique invoice number and current date of submission. Invoices should be submitted electronically with all other reports to:

Jessica Mendizabal, Contract Administrator
Business Office, Contracting Unit
Department of Vermont Health Access
jessica.mendizabal@state.vt.us

4. Compliance and Reporting requirements

As a responsible steward of federal funding, the State monitors its Subrecipients utilizing the following monitoring tools:

- a. Ensure that Subrecipient is not disbarred/suspended or excluded for any reason
- b. Sub-award agreement
- c. Subrecipient meeting and regular contact with Subrecipients
- d. Required pre-approval for changes to budget or scope of grant
- e. Quarterly financial reports
- f. Bi-annual programmatic reports
- g. Audit
- h. Desk Reviews
- i. Site audits

In its use of these monitoring tools, the State emphasizes clear communication to ensure a feedback loop that supports Subrecipients in maintaining compliance with federal requirements. The State may at any time elect to conduct additional Subrecipient monitoring. Subrecipients therefore should maintain grant records accurately in the event that the State exercises this right. The State may also waive its right to perform certain Subrecipient monitoring activities. If, at any time, the State waives its right to certain Subrecipient monitoring activities, it will note which activities were not completed and the reasons why that activity was not necessary. Each of the monitoring tools and policies regarding their use are described in detail beginning on page 5 of the Vermont Health Care Innovation Project Grant Program Application. The parties agree that the Application will be incorporated by reference into this contract at the point this contract is signed.

5. Program Budget:

Variances of the subtotal budget items shall not exceed 10% without prior approval from the State. Written requests for such approvals must first be submitted by the Subrecipient prior to the expenditure of funds in excess of the above budgeted line items. Travel is not an allowable expense under this agreement. Modifications to the budget that involve Travel shall require an amendment to this agreement.

Category	December 1, 2014 – November 30, 2015	December 1, 2015 – November 30, 2016	Total
Personnel**	\$246,435	\$40,875	\$287,310
Fringe Benefits	\$73,931	\$12,262	\$86,193
Supplies	\$97	\$3,000	\$3,097
Contracts/Other*	\$18,400	5,000	\$23,400
TOTAL	\$338,863	\$61,137	\$400,000

***Educational Programs/Training for \$8,400 and Audit services for \$15,000.**

****Personnel**

Position Title	Annual Salary	% of Time	# Months	Amount Requested
Transitional Care Nurse	\$96,000	100%	12 months	\$96,000
Health Promotion Advocate	\$48,000	100%	12 months	\$48,000
INTERACT Educator	\$68,400	90%	12 months	\$61,560
Project Administrator	\$88,500	25%	24 months	\$44,250
Data Collection/ Administrative Assistant	37,500	50%	24 months	\$37,500
			TOTAL	\$287,310

**ATTACHMENT C: STANDARD STATE PROVISIONS
FOR CONTRACTS AND GRANTS**

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

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

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

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

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

of the Party for the Party's operations. These are solely minimums that have been established to protect the interests of the State.

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

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

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

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

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

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

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

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

Professional Liability: Before commencing work on this Agreement and throughout the term of this Agreement, the Party shall procure and maintain professional liability insurance for any and all services performed under this Agreement, with minimum coverage of **\$2,000,000** per occurrence, and **\$2,000,000** 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 shall maintain all records pertaining to performance under this agreement. "Records" means any written or recorded information, regardless of physical form or characteristics, which is produced or acquired by the Party in the performance of this agreement. Records produced or acquired in a machine readable electronic format shall be maintained in that format. The records described shall be made available at reasonable times during the period of the Agreement and for three years thereafter or for any period required by law for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.
- 11. Fair Employment Practices and Americans with Disabilities Act:** Party agrees to comply with the requirement of Title 21V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable. Party shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990, as amended, that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the Party under this Agreement. Party further agrees to include this provision in all subcontracts.
- 12. Set Off:** The State may set off any sums which the Party owes the State against any sums due the Party under this Agreement; provided, however, that any set off of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided hereinafter.
- 13. Taxes Due to the State:**
- a. Party understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.
 - b. Party certifies under the pains and penalties of perjury that, as of the date the Agreement is signed, the Party is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.
 - c. Party understands that final payment under this Agreement may be withheld if the Commissioner of Taxes determines that the Party is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.
 - d. Party also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Party has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Party has no further legal recourse to contest the amounts due.
- 14. Child Support:** (Applicable if the Party is a natural person, not a corporation or partnership.) Party states that, as of the date the Agreement is signed, he/she:
- a. is not under any obligation to pay child support; or
 - b. is under such an obligation and is in good standing with respect to that obligation; or
 - c. has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan.

Party makes this statement with regard to support owed to any and all children residing in Vermont. In

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

- 15. Sub-Agreements:** Party shall not assign, subcontract or subgrant the performance of this Agreement or any portion thereof to any other Party without the prior written approval of the State. Party also agrees to include in all subcontract or subgrant agreements a tax certification in accordance with paragraph 13 above.
- 16. No Gifts or Gratuities:** Party shall not give title or possession of any thing of substantial value (including property, currency, travel and/or education programs) to any officer or employee of the State during the term of this Agreement.
- 17. Copies:** All written reports prepared under this Agreement will be printed using both sides of the paper.
- 18. Certification Regarding Debarment:** Party certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, neither Party nor Party's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in federal programs, or programs supported in whole or in part by federal funds.
- Party further certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, Party is not presently debarred, suspended, nor named on the State's debarment list at:
<http://bgs.vermont.gov/purchasing/debarment>
- 19. Certification Regarding Use of State Funds:** In the case that Party is an employer and this Agreement is a State Funded Grant in excess of \$1,001, Party certifies that none of these State funds will be used to interfere with or restrain the exercise of Party's employee's rights with respect to unionization.
- 20. Internal Controls:** In the case that this Agreement is an award that is funded in whole or in part by Federal funds, in accordance with 2 CFR Part II, §200.303, the Party must establish and maintain effective internal control over the Federal award to provide reasonable assurance that the Party is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the award. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States and the "Internal Control Integrated Framework", issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).
- 21. Mandatory Disclosures:** In the case that this Agreement is an award funded in whole or in part by Federal funds, in accordance with 2CFR Part II, §200.113, Party must disclose, in a timely manner, in writing to the State, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures may result in the imposition of sanctions which may include disallowance of costs incurred, withholding of payments, termination of the Agreement, suspension/debarment, etc.
- 22. Conflict of Interest:** Party must disclose in writing any potential conflict of interest in accordance with Uniform Guidance §200.112, Bulletin 5 Section IX and Bulletin 3.5 Section IV.B.

**ATTACHMENT D
MODIFICATION OF CUSTOMARY PROVISIONS
OF
ATTACHMENT C OR ATTACHMENT F**

1. Notwithstanding Attachment F, Paragraph 10 of this agreement, or any other provision of this agreement that may be construed to the contrary, the following items will NOT be considered “work for hire” and will remain the property of the Subrecipient:
 - a. Transitions of care nursing curriculum;
 - b. Articles, presentations and posters created by the Subrecipient staff that are not specific deliverables described in Attachment A including but not limited to:
 - i. Clinical pharmacy program
 - ii. Integrated community social worker program
 - iii. Integrated diabetes education program
 - iv. Case management optimization program

2. Reasons for Modifications:

The Subrecipient proposed modifications related to products that are not a direct result of funding from this award.

APPROVAL:

ASSISTANT ATTORNEY GENERAL

DATE: _____

*State of Vermont – Attachment D
AHS – revised 10/30/10*

**ATTACHMENT E
BUSINESS ASSOCIATE AGREEMENT**

This Business Associate Agreement (“Agreement”) is entered into by and between the **State of Vermont Agency of Human Services**, operating by and through its **Department of Vermont Health Access** (“Covered Entity”) and **Southwestern Vermont Medical Center** (“Business Associate”) as of **December 1, 2014** (“Effective Date”). This Agreement supplements and is made a part of the contract/grant to which it is attached.

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

The parties agree as follows:

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

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

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

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

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

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

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

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

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

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

3. Permitted and Required Uses/Disclosures of PHI.

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

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

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

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

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

from Covered Entity all of the safeguards that it uses to prevent impermissible uses or disclosures of PHI.

6. Documenting and Reporting Breaches.

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

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

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

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

7. Mitigation and Corrective Action. Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to it of an impermissible use or disclosure of PHI, even if the impermissible use or disclosure does not constitute a Breach. Business Associate shall draft and carry out a plan of corrective action to address any incident of impermissible use or disclosure of PHI. If requested by Covered Entity, Business Associate shall make its mitigation and corrective action plans available to Covered Entity. Business Associate shall require a Subcontractor to agree to these same terms and conditions.

8. Providing Notice of Breaches.

8.1 If Covered Entity determines that an impermissible acquisition, access, use or disclosure of PHI for which one of Business Associate's employees or agents was responsible constitutes a Breach as defined in 45 CFR § 164.402, and if requested by Covered Entity, Business Associate shall provide

notice to the individual(s) whose PHI has been the subject of the Breach. When requested to provide notice, Business Associate shall consult with Covered Entity about the timeliness, content and method of notice, and shall receive Covered Entity's approval concerning these elements. The cost of notice and related remedies shall be borne by Business Associate.

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

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

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

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

9. Agreements with Subcontractors. Business Associate shall enter into a Business Associate Agreement with any Subcontractor to whom it provides PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity in which the Subcontractor agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such PHI. Business Associate must enter into this Business Associate Agreement before any use by or disclosure of PHI to such agent. The written agreement must identify Covered Entity as a direct and intended third party beneficiary with the right to enforce any breach of the agreement concerning the use or disclosure of PHI. Business Associate shall provide a copy of the Business Associate Agreement it enters into with a subcontractor to Covered Entity upon request. Business associate may not make any disclosure of PHI to any Subcontractor without prior written consent of Covered Entity.

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

11. Amendment of PHI. Business Associate shall make any amendments to PHI in a Designated Record

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

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

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

14. Termination.

14.1 This Agreement commences on the Effective Date and shall remain in effect until terminated by Covered Entity or until all of the PHI provided by Covered Entity to Business Associate or created or received by Business Associate on behalf of Covered Entity is destroyed or returned to Covered Entity subject to Section 18.8.

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

15. Return/Destruction of PHI.

15.1 Business Associate in connection with the expiration or termination of the contract or grant shall return or destroy, at the discretion of the Covered Entity, all PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity pursuant to this contract or grant that Business Associate still maintains in any form or medium (including electronic) within thirty (30) days after such expiration or termination. Business Associate shall not retain any copies of

the PHI. Business Associate shall certify in writing for Covered Entity (1) when all PHI has been returned or destroyed and (2) that Business Associate does not continue to maintain any PHI. Business Associate is to provide this certification during this thirty (30) day period.

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

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

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

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

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

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

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

18. Miscellaneous.

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

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

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

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

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

18.6 Business Associate shall abide by the terms and conditions of this Agreement with respect to all PHI it receives from Covered Entity or creates or receives on behalf of Covered Entity even if some of that information relates to specific services for which Business Associate may not be a "Business Associate" of Covered Entity under the Privacy Rule.

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

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

(Rev: 5/5/15)

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 – REQUIRED FORMS
DEPARTMENT OF VERMONT HEALTH ACCESS

Request for Approval to Subcontract

Date of Request: _____

Original Grantee Name:	_____	Grantee #:	_____
Address:	_____		
Phone Number:	_____		
Contact Person:	_____		
Agreement #:	_____	Signature:	_____

Subcontractor Name: _____
Address: _____
Phone Number: _____
Contact Person: _____
Scope of Subcontracted Services: _____

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

Dollar Amount of Subcontracted Services: \$ _____
Date Range for Subcontracted Services: Start: _____ End: _____

DVHA Program Manager:	_____	Signature:	_____
Phone Number:	_____		

Business Office Review

Comments: _____

Approval: _____ Title: _____ Date: _____