

1. **Parties.** This is a contract for professional services between the State of Vermont, Department of Vermont Health Access (hereafter called "State"), and Prevention Institute with a principal place of business at 221 Oak Street, Oakland, CA 94607 (hereafter called "Contractor"). The Contractor's form of business organization is a nonprofit organization. It is the Contractor's responsibility to contact the Vermont Department of Taxes to determine if, by law, the Contractor is required to have a Vermont Department of Taxes Business Account Number.
2. **Subject Matter.** The subject matter of this contract is research and planning related to an Accountable Health Community for the Vermont Healthcare Innovation Project (VHCIP). Detailed services to be provided by the Contractor are described in Attachment A.
3. **Maximum Amount.** In consideration of the services to be performed by Contractor, the State agrees to pay Contractor, in accordance with the payment provisions specified in Attachment B, a sum not to exceed \$106,285. See Attachment B, #1, FUNDING and PERIOD OF PERFORMANCE AUTHORIZATION REQUIREMENT.
4. **Contract Term.** The period of Contractor's performance shall begin on November 24, 2014 and end on July 31, 2015. See Attachment B, #1, FUNDING and PERIOD OF PERFORMANCE AUTHORIZATION REQUIREMENT.
5. **Prior Approvals.** If approval by the Attorney General's Office or the Secretary of Administration is required, (under current law, bulletins, and interpretations), neither this contract nor any amendment to it is binding until it has been approved by either or both such persons.

Approval by the Attorney General's Office is required.

Approval by the Secretary of Administration is required.

6. **Amendment.** No changes, modifications, or amendments in the terms and conditions of this contract shall be effective unless reduced to writing, numbered and signed by the duly authorized representative of the State and Contractor.
7. **Cancellation.** This contract may be cancelled by either party by giving 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 Contractor, wherein services authorized under this contract are provided, is not in compliance with State and Federal law or is operating with deficiencies the State may terminate this contract immediately and notify the Contractor accordingly. Also, in the event that federal funds supporting this contract become unavailable or are reduced, the State may cancel this contract with no obligation to pay the Contractor from State revenues.
8. **Attachments.** This contract consists of 22 pages including the following attachments, which are incorporated herein:

Attachment A - Specifications of Work to be Performed

Attachment B - Payment Provisions

Attachment C - Customary State Contract provisions

Attachment D - Modifications of Insurance

Attachment E - Business Associate Agreement

Attachment F - Customary Contract Provisions of the Agency of Human Services

Appendix I – Required Forms

The order of precedence of documents shall be as follows:

- 1). This document
- 2). Attachment D (if any)
- 3). Attachment C
- 4). Attachment A
- 5). Attachment B
- 6). Attachment E (if any)
- 7). Attachment F
- 8). Appendix I – Required Forms

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

**BY THE STATE OF VERMONT:**

**BY THE CONTRACTOR:**

E-SIGNED by Mark Larson  
on 2014-12-12 15:38:30 GMT

December 12, 2014

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

Date

E-SIGNED by Larry Cohen  
on 2014-12-15 20:30:25 GMT

December 15, 2014

Larry Cohen, Executive Director  
221 Oak Street  
Oakland, CA 94607  
Phone: 510-444-7738  
Email: [larry@preventioninstitute.org](mailto:larry@preventioninstitute.org)

Date

## ATTACHMENT A SPECIFICATIONS OF WORK TO BE PERFORMED

### **I. Background:**

Vermont received a \$45 million State Innovation Model (SIM) grant from the federal government in 2013. This grant will fund activities inside and outside of state government to:

- Align policy, investments and payment to support a “high performing health system” in Vermont
- Improve care, improve health and reduce costs

Vermont will do this by:

- Enabling and rewarding care integration and coordination;
- Developing a health information system that supports improved care and measurement of value; and
- Aligning financial incentives with the three aims.

Vermont’s SIM Project includes a Population Health Workgroup (PHWG) to assist in the implementation of the grant. This work group is responsible for examining the current population health improvement efforts administered throughout Vermont and recommending ways in which the project could better coordinate health improvement activities and more directly impact population health, including:

- Enhancement of State initiatives administered through the Department of Health;
- Support for or enhancement of local or regional initiatives led by governmental or non-governmental organizations, including employer-based efforts;
- Expansion of the scope of delivery models within the scope of SIM or pre-existing state initiatives to include population health.

This contract supports the PHWG in fulfilling the following task as outlined in the work group’s Charter:

Identifying and disseminating current initiatives in Vermont and nationally where clinical and population health are coming together. Identifying opportunities to enhance new health delivery system models, such as the Blueprint for Health and Accountable Care Organizations (ACOs), to improve population health by better integration of clinical services, public health programs and community based services at both the practice and the community levels.

### **II. Scope of Work:**

This is a professional services contract and the Contractor will perform the following tasks:

- Identify promising community-level or regional innovations in payment and service delivery that integrate community health and clinical care to improve overall population health, including specific community-wide Accountable Health Community (AHC) models;
- Identify potential key components of AHC models and those similar to it, such as Accountable Care Communities and Coordinated Care Organizations;

- Develop recommendations for Vermont based on an analysis of external exemplars as well as health care innovations currently underway in the state;
- Compare current initiatives in Vermont to external exemplars and identify gaps, opportunities, and resources for future exploration in Vermont; and
- Build knowledge and familiarity with the AHC model among key health and community stakeholders in Vermont.

#### ***A. National AHC Exemplar Review***

The Contractor will locate AHC communities and survey the literature regarding the AHC model, other State Health Care Innovation Plans, and similar community level innovations in payment and services delivery aimed at improving health across a geographic population. The Contractor will review these prior exemplars, paying particular attention to models that incorporate innovative or sustainable funding mechanisms and promote partnerships between the various health care institutions, community organizations, and payers.

Following preliminary research, the Contractor will begin analyzing specific national exemplars. Findings about AHC-type models will help inform the development of a screening tool that will be used to identify community level payment and delivery system reforms that fall within characteristics of the AHC model, with a particular eye towards applicability to Vermont's health system. The Contractor will develop this tool in consultation with and upon final approval from the State to ensure the tool applies to Vermont's needs.

The Contractor will then recommend 4-6 sites to the State for approval to conduct in-depth reviews. The State will select the sites and then the Contractor will synthesize and analyze all published or written materials on the initiative or model. The Contractor will then conduct key informant interviews with a diverse set of stakeholders engaged in the initiative in the state or region, including, but not limited to, those representing state health care, local public health departments, community-based prevention or advocacy organizations, and prominent payers.

The Contractor will extract key themes; synthesize the gaps, developmental needs, and potential issues in building the site's AHC-type model; and analyze implications for the development of the Vermont AHC. The findings from site interviews and literature review will contribute to the case studies report. The Contractor will present findings and case studies, along with the analysis of the key characteristics of an AHC, to the State.

#### ***B. Identification and Review of Potential AHC Sites in Vermont***

Concurrent with the research of national exemplars, the Contractor will begin developing a Request for Information that briefly describes the AHC model and request information about current AHC-like activities and others that integrate community health and health care in their communities. This request for information will help define the landscape of AHC activities already in action in Vermont, as well as opportunities for growth, enhanced partnership, and payment and delivery reform. The Contractor will share the draft materials with the State.

The Contractor will develop an updated screening tool to propose and, in consultation with the State, finalize the selection of 2-4 Vermont sites for assessment. The assessment process will include development of an assessment tool to further examine the selected Vermont sites by gathering information on diverse initiatives within communities, within health institutions, and initiatives involving both parties and their interface with

State level efforts.

In both the screening for and assessment of the 2-4 Vermont sites, the Contractor will apply learnings from the national scan and work to apply findings to the Vermont context. As a part of assessing selected Vermont sites, members of the Contractor's team will conduct in-person interviews with each site to gather detailed information about their AHC-like activities. The Contractor will then synthesize findings from the site assessments and present key themes, opportunities, and challenges to the State.

### ***C. Final Findings and Recommendations***

Based on the findings from the site assessments, the Contractor will produce a final report that includes the analysis and results of selected Vermont sites and their comparison to national exemplars, recommendations for next steps, and identification of external funding sources and strategic relationships. Potential topics to be explored in the final report include:

- Discussion of strategies for moving from start-up funding to a sustainable model;
- Summary of innovative financing sources for population health activities, including (but not limited to) Program Related Investments, use of community development dollars, social impact bonds, and wellness trusts; and
- Information on philanthropic initiatives that might be potential sources of funding both in Vermont and nationally.

### ***D. Deliverables***

The Contractor will be responsible for the following deliverables:

1. Development of required materials including:
  - i. Description of the key characteristics of an AHC based on a synthesis of the literature and building on the products of the Institute of Medicine (IOM) Roundtable on Population Health.
  - ii. A screening tool and an assessment tool based on the description developed under II(i)(1).
2. Identifying exemplars, ie. models that serve as examples, outside of Vermont:
  - i. Conduct a scan of potential exemplars from, at a minimum, the following:
    - a. Literature, IOM Roundtable agendas, Institute for Healthcare Improvement Triple Aim Collaborative, Aligning Forces for Quality, CMMI SIM States.
  - ii. Use the Assessment tool from II(i)(2) to recommend 4-6 sites for in-depth reviews in Vermont.
  - iii. Conduct telephone reviews and write up case studies.
  - iv. Synthesize key gaps and developmental needs and issues in building an AHC.
3. Identifying potential AHC sites in Vermont:
  - i. Assess how the current major delivery system reforms in Vermont (Blueprint for Health and ACOs) would interface with and AHC and identify major synergies and potential issues.
  - ii. Develop and disseminate a Request for Information from Vermont communities and providers including a communication program for key stakeholders explaining the AHC concept.

- iii. Use the screening tool to select 2-4 sites for assessment.
- iv. Assess Vermont sites and compare Vermont's status of development to the national assessment (as identified in 2(d) above).

4. Identification of a pilot:

- i. Identify potential external funding sources/sponsors for a pilot.
- ii. Identify potential strategic relationships with other states, foundations and federal agencies in developing a pilot.

The Contractor will also develop a final report which will include the analysis and results of application of the assessment tool to selected Vermont site, recommendations for next steps, and identification of external funding sources and strategic relationships.

**III. Contract Administration, Key Personnel (See Attachment B for key personnel list and hourly rates):**

The key personnel specified in this contract are considered to be essential to work performance under this Agreement. At least 30 days prior to diverting any of the specified individuals to other programs or contracts (or as soon as possible, if an individual must be replaced, for example, as a result of leaving the employ of the Contractor), the Contractor shall notify the Contracting Officer and shall submit comprehensive justification for the diversion or replacement request (including proposed substitutions for key personnel) to permit evaluation by the State of the impact on performance under this contract. The Contractor shall not divert or otherwise replace any key personnel without the written consent of the Contracting Officer. The State may modify the contract to add or delete key personnel at the request of the contractor or Government.

**IV. Contract Administration, Performance Expectations:**

The Contractor shall develop monthly Task Orders outlining anticipated activities for each month. Each Task Order will include monthly deliverables. The deliverables shall consist of quantifiable products or services resulting from activities performed pursuant to this Agreement. Such deliverables may include, but are not limited to the following:

#	Deliverables	Cost	Due Date
1	National Review: <ul style="list-style-type: none"> <li>• Complete literature review for national AHC type exemplars</li> <li>• Develop and propose screening tool to identify national exemplars</li> <li>• Propose and finalize selection of 4-6 national sites for in-depth review, along with DVHA</li> </ul>	\$21,257	8 Weeks after Contract Execution
2	National Review: <ul style="list-style-type: none"> <li>• Develop interview guide</li> <li>• Conduct key interviews</li> <li>• Summarize and present findings</li> <li>• Document national case studies</li> </ul> Vermont Review: <ul style="list-style-type: none"> <li>• Develop RFI to assess Vermont AHC-like</li> </ul>	\$63,771	20 Weeks after Contract Execution

	activities <ul style="list-style-type: none"> <li>Analyze feedback from Vermont sites (RFI)</li> <li>Propose and finalize selection of 2-4 VT sites for in-depth review, along with DVHA</li> <li>Develop assessment tool</li> <li>Schedule and complete site visits in person</li> <li>Begin synthesis of findings from site visits</li> </ul>		
3	Vermont Review: <ul style="list-style-type: none"> <li>Complete synthesis of findings from site visits</li> <li>Present findings to DVHA</li> <li>Draft report and review implications for VT</li> <li>Finalize, submit and present final report to DVHA</li> </ul>	\$21,257	30 Weeks after Contract Execution
<b>Total</b>		<b>\$106,285</b>	

No work shall be undertaken or reimbursed pursuant to this Agreement, other than obligations specifically set forth in Section II of this Attachment A, without a Task Order approved in writing by the State's designated representatives. The State's designated representatives are:

Georgia Maheras  
 Project Director, VHCIP  
[Georgia.maheras@state.vt.us](mailto:Georgia.maheras@state.vt.us)  
 802-505-5137

Jessica Mendizabal  
 VHCIP Contract Administrator  
[jessica.mendizabal@state.vt.us](mailto:jessica.mendizabal@state.vt.us)  
 802-878-7958

The Contractor shall provide a single point of contact who will manage all aspects of the contract including the assignment of qualified personnel to perform the work outlined herein. The Contractor's single point of contact is:

Leslie Mikkelsen, Project Director  
 Prevention Institute  
 221 Oak Street  
 Oakland, CA 94607  
[leslie@preventioninstitute.org](mailto:leslie@preventioninstitute.org)

The number of personnel and level of expertise required, as well as the scheduled hours to be worked will be determined by the State and the Contractor as part of the status meetings and shall be included on the task order form. The assignment of additional personnel, hours, or the substitution of personnel with a higher level of expertise shall require pre-approval by the State.

The Contractor accepts full responsibility for any personnel assigned to perform the work herein. It is understood that the State will provide minimal oversight of personnel assigned to this contract.

The State shall notify the Contractor's single point of contact to discuss remediation if it is determined by the State that personnel assigned are not performing as expected. The State has the right to request a change in personnel assigned. The State shall not request a change in personnel without reason. The Contractor is obligated to remove personnel within 2 business days of a request by the State, and provide a qualified replacement within 30 days.

V. Contract Administration, Project Management

The Contractor will work closely with State and key members of the Population Health Work Group and other stakeholders. The Contractor will participate in an initial in-person kick-off meeting at the project commencement.

The Contractor and the State will hold weekly planning calls in the first month of the project. For months two through six, the Contractor and the State will hold monthly planning calls. The Contractor and the State will communicate more frequently as needed, and mutually agreed upon, throughout the project.

The Contractor will also participate in one additional in-person meeting to present findings from our national scan and to finalize the selection of Vermont specific sites for in-depth review.

IV. Subcontractor Requirements

Lisa Dulsky Watkins (Granite Shore Consulting) and Kalahn Taylor-Clark (George Mason University) are approved subcontractors to this agreement.

Per Attachment C, Section 15, if the Contractor chooses to subcontract additional work under this agreement, the Contractor 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 Contractor enter into a sub-agreement without prior authorization from the State. The Contractor shall submit the Request for Approval to Subcontract Form to:

Jessica Mendizabal  
VHCIP Contract Administrator  
[jessica.mendizabal@state.vt.us](mailto:jessica.mendizabal@state.vt.us)  
802-878-7958

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



**ATTACHMENT B  
PAYMENT PROVISIONS**

The maximum dollar amount payable under this agreement is not intended as any form of a guaranteed amount. The Contractor will be paid for products or services actually performed as specified in Attachment A up to the maximum allowable amount specified in this agreement. State of Vermont payment terms are Net 30 days from date of invoice, payments against this contract will comply with the State's payment terms. The payment schedule for delivered products, or rates for services performed, and any additional reimbursements, are included in this attachment. The following provisions specifying payments are:

1. **FUNDING and PERIOD OF PERFORMANCE AUTHORIZATION REQUIREMENT:** This contract is funded by a federal grant and subject to federal approval. No reimbursement shall be provided under this agreement without federal approval for the task, service, or product for which reimbursement is claimed.
  - a. Funding for this contract has been approved through December 31, 2014 in the amount of \$21,257. Contractor is authorized to conduct work through December 31, 2014.
  - b. In November, 2014 federal approval will be sought for the time period of January 1, 2015 through July 31, 2015 in the amount of \$85,028. Contractor may not begin work for year two, beginning January 1, 2015 and ending July 31, 2015, without written authorization from the State of Vermont. Approval for year two funding is contingent on CMMI authorization.
2. Contractor invoices shall be submitted no more frequently than monthly, but no later than quarterly, and shall include the number of hours worked during the specified billing period and the total amount billed.
3. The Key Personnel for this contract are:
  - a. Leslie Mikkelsen, Contractor and Project Director
  - b. Lisa Dulsky Watkins, Granite Shore Consulting, Sub-Contractor
  - c. Kahlan Taylor Clark, George Mason University, Sub-Contractor
4. The State shall pay the Contractor at a per hour rate, inclusive of all expenses except for travel. The personnel authorized under this contract shall bill according to the following:

Personnel	Title	Hourly Rate
Leslie Mikkelsen	Contractor Project Director	\$ 209
Lisa Dulsky Watkins	Granite Shore Consulting Subcontractor	\$ 150
Kalahn Taylor-Clark	George Mason University Subcontractor	\$ 100
William Haar	Coordinator	\$ 74
TBD	Assistant	\$ 66

5. Contractor bills monthly for work done each month, there are no monthly minimums or maximums. If Contractor doesn't do any work in a given month, the State does not incur any expense.
6. Non-performance: Failure to attend scheduled status meeting or not being available without prior

written approval by the State's single point of contact shall result in a reduction in payment of 10% of the total monthly invoice for the month in which nonperformance occurred. Failure to demonstrate progress toward deliverables or to meet deliverable due dates as established in the work plan may result in a reduction of payment of up to 10% of the total monthly invoice. Deliverable due dates may be revised upon mutual agreement of both parties.

7. No benefits or insurance will be reimbursed by the State.
8. The Contractor may bill for travel related to this contract with express written approval of the State. The Contract will bill at the IRS approved rate for mileage and submit requests for out-of-state travel to the State for approval in writing.
9. Invoices should reference this contract number, contain a current date of submission, and be submitted electronically to:  
  
Jessica Mendizabal  
VHCIP Contract Administrator  
[jessica.mendizabal@state.vt.us](mailto:jessica.mendizabal@state.vt.us)  
802-878-7958
10. Work performed under Attachment A of this contract may be reimbursed beginning November 1, 2014.
11. The total maximum amount payable under this contract shall not exceed \$106,285.

**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.

**ATTACHMENT F**  
**AGENCY OF HUMAN SERVICES' CUSTOMARY CONTRACT PROVISIONS**

1. **Agency of Human Services – Field Services Directors** will share oversight with the department (or field office) that is a party to the contract for provider performance using outcomes, processes, terms and conditions agreed to under this contract.
2. **2-1-1 Data Base**: The Contractor providing a health or human services within Vermont, or near the border that is readily accessible to residents of Vermont, will provide relevant descriptive information regarding its agency, programs and/or contact and will adhere to the "Inclusion/Exclusion" policy of Vermont's United Way/Vermont 211. If included, the Contractor will provide accurate and up to date information to their data base as needed. The "Inclusion/Exclusion" policy can be found at [www.vermont211.org](http://www.vermont211.org)
3. **Medicaid Program Contractors**:

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

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

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

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

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

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

4. **Non-discrimination Based on National Origin as evidenced by Limited English Proficiency**. The Contractor agrees to comply with the non-discrimination requirements of Title VI of the Civil Rights Act of

1964, 42 USC Section 2000d, et seq., and with the federal guidelines promulgated pursuant to Executive Order 13166 of 2000, which require that contractors and subcontractors receiving federal funds must assure that persons with limited English proficiency can meaningfully access services. To the extent the Contractor provides assistance to individuals with limited English proficiency through the use of oral or written translation or interpretive services in compliance with this requirement, such individuals cannot be required to pay for such services.

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

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

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

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

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

8. **Abuse Registry.** The Contractor agrees not to employ any individual, use any volunteer, or otherwise provide reimbursement to any individual in the performance of services connected with this agreement, who provides care, custody, treatment, transportation, or supervision to children or vulnerable adults if there is a substantiation of abuse or neglect or exploitation against that individual. The Contractor will check the Adult Abuse Registry in the Department of Disabilities, Aging and Independent Living. Unless the Contractor holds a valid child care license or registration from the Division of Child Development, Department for Children and Families, the Contractor shall also check the Central Child Protection Registry. (See 33 V.S.A. §4919(a)(3) & 33 V.S.A. §6911(c)(3)).
9. **Reporting of Abuse, Neglect, or Exploitation.** Consistent with provisions of 33 V.S.A. §4913(a) and §6903, any agent or employee of a Contractor who, in the performance of services connected with this agreement, has contact with clients or is a caregiver and who has reasonable cause to believe that a child or vulnerable adult



has been abused or neglected as defined in Chapter 49 or abused, neglected, or exploited as defined in Chapter 69 of Title 33 V.S.A. shall make a report involving children to the Commissioner of the Department for Children and Families within 24 hours or a report involving vulnerable adults to the Division of Licensing and Protection at the Department of Disabilities, Aging, and Independent Living within 48 hours. This requirement applies except in those instances where particular roles and functions are exempt from reporting under state and federal law. Reports involving children shall contain the information required by 33 V.S.A. §4914. Reports involving vulnerable adults shall contain the information required by 33 V.S.A. §6904. The Contractor will ensure that its agents or employees receive training on the reporting of abuse or neglect to children and abuse, neglect or exploitation of vulnerable adults.

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

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

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

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

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

12. **Computing and Communication:** The Contractor shall select, in consultation with the Agency of Human Services' Information Technology unit, one of the approved methods for secure access to the State's systems and data, if required. Approved methods are based on the type of work performed by the Contractor as part of

this agreement. Options include, but are not limited to:

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

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

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

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

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

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

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

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

Attachment F - Revised AHS -12/10/10

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: \_\_\_\_\_

<p><b>VHCIP Task Order Form</b></p> <p><b>Prevention Institute, # 28135</b></p> <p><b>Task Order #</b></p> <p><b>Start Date: MM/DD/YY</b></p> <p><b>End Date: MM/DD/YY</b></p> <p><b>Total Cost:</b></p>
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Scope of Work	Deliverable Description and Due Dates	Contract Provision Reference	Cost

Comments:

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<b>Contractor Representative (Name and Title)</b>	Leslie, Mikkelsen, Project Director	
<b>Approval Signature</b>		Date
<b>State Authorized Rep:</b>	Georgia Maheras	
<b>Approval Signature</b>		Date
<b>DVHA Contract Administrator</b>	Jessica Mendizabal	
<b>Approval Signature</b>		Date