

- 1. Parties:** This is a contract for personal services between the State of Vermont, Department of Vermont Health Access (hereafter called "State"), and Primary Care Development Corporation (PCDC) with a principal place of business in New York, New York (hereafter called "Contractor"). The Contractor's form of business organization is a Sole Proprietor. The Contractor's local address is 45 Broadway, Suite 530, New York, New York. 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 personal services generally on the subject of providing training in the core competencies of care coordination as part of the Integrated Communities Care Management Learning Collaborative (ICMLC). 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 \$284,850.

Work performed between January 1, 2016 and the signing or execution of this agreement that is in conformity with Attachment A may be billed under this agreement.

- 4. Contract Term:** The period of Contractor's performance shall begin on **January 1, 2016** and end on **December 31, 2016**.
- 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 29 pages including the following attachments, which are incorporated herein:

Attachment A – Scope of Work to be Performed

Attachment B – Payment Provisions

Attachment C – Standard State Provisions: For Grants and Contracts

Attachment F – Standard State Provisions: AHS Customary Contract Provisions

Appendix I – Required Forms

The order of precedence of documents shall be as follows:

- 1). This document
- 2). Attachment C – Standard State Provisions: For Grants and Contracts
- 3). Attachment A – Scope of Work to be Performed
- 4). Attachment B – Payment Provisions
- 5). Attachment F – Standard State Provisions: AHS Customary Contract Provisions
- 6). Appendix I – Required Forms

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

BY THE STATE OF VERMONT:

BY THE CONTRACTOR:

Steven Costantino, Commissioner Date
NOB 1 South, 280 State Drive
Waterbury, VT 05671
Phone: 802-241-0147
Email: steven.costantino@vermont.gov

Louise Cohen, CEO Date
45 Broadway, Suite 530
New York, NY 10006
Phone: 212-437-3917
Email: lcohen@pcdc.org

ATTACHMENT A
SCOPE OF WORK TO BE PERFORMED

I. Role of the Contractor

The general scope of the Contractor's work will be to develop and conduct trainings for front-line care managers/care coordinators as part of the State's Integrated Communities Care Management Learning Collaborative. The primary goal of these trainings will be to strengthen the skills of frontline staff workers who provide care coordination services to high-need, complex patients in an effort to support better outcomes and reduce costs.

Key objectives of the Contractor's work include:

- Provide training for front line care managers in the fundamentals of providing high quality care coordination and care management services.
- Enable care managers and their supervisors to understand how to function effectively in a team based care delivery model.
- Teach care coordinators and care managers the skills to assess barriers that their patients face in terms of accessing and engaging in care, particularly for high risk, complex patients.
- Provide training on advanced topics that care coordinators and care managers may encounter when caring for high risk patients with complex social services needs.
- Create a sustainable care management training program through the delivery of in person trainings, webinars, train the trainer training and a "clearinghouse" website where materials and resources can be accessed by care management staff on an ongoing basis

II. Contractor Activities

Contractor will deliver a combination of in-person and virtual training formats in order to meet the objectives of the project. Training content will be presented using PowerPoint slides that contain lecture, group discussion questions, and videos to illustrate and explain concepts. These PowerPoints act as the foundation of the trainings. To develop the content of the training curriculum, the Contractor will draw substantially from its *Care Coordination Fundamentals course for the Category 1: Basic Skills in Care Management and Coordination* and will expand and customize it for the specific needs of the State. The Contractor will also draw on the workflows, tools, and lessons learned from its two major Health Home Care Coordination projects: *Care Coordination for Safety-Net Providers: A Frontline Health Home Experience* and the *Integrated Care Planning Initiative* to inform curriculum related to conducting outreach and engagement activities as well as performing comprehensive needs assessments. To make modifications and expand these courses, the Contractor will meet with the State to determine the specific needs of the Vermont Health Care Innovation Project and to get a clear understanding of its operational requirements and structure for the provision of care coordination and care management services.

Specific materials to be created and provided for this project will include:

- Teacher guides with class agendas with times, course content, materials needed, and tips for the trainer for each instructional segment.
- PowerPoint slides and accompanying videos.

- Student exercise handouts needed for activities.
- Links for journal articles or reference materials.

The Contractor will work collaboratively with additional contractor/s and the State to deliver training curriculum on the topics of disability awareness and other specific topics of interest. The Contractor will not develop the content and curriculum of these additional trainings; however, the Contractor will work with any additional contractors to ensure that all trainings are integrated and incorporated into one comprehensive training series. Specific examples of disability-specific trainings and curriculum that may be provided by another organization, and incorporated into the overall training package, are:

- Disability and wellness
- Universal design and accessibility
- Communication and interaction
- Tools to improve communication
- Person-centered care and person-directed planning
- Transition from pediatric to adult care
- Cultural competency
- Sexuality and reproductive health
- Adverse childhood events, a strength-based approach
- Facilitating inclusive and accessible trainings

In order to ensure that the curriculum across content areas is integrated, the Contractor will work with the State and any additional organizations to:

- 1) Align and organize training topics;
- 2) Design and plan both in-person and virtual training sessions;
- 3) Ensure content is presented in a way that is appropriate for student audience and contains the information required to effectively perform their care coordination role; Guide additional contractors in incorporating content into a format that aligns with the trainings, including group discussions, videos, group activities, and homework assignments; and
- 4) Assist additional contractors with the development of training materials such as Teacher Guides, Exercise Books, and Student Textbooks.

To support the sustainability of the training initiative for current and future staff providing care coordination, the Contractor will include in-person Train-the-Trainer sessions for people who are responsible for training staff and who have participated in the basic care coordination and care management training sessions. Train-the-Trainer sessions will focus on effective strategies for delivering course content and teaching to a diverse audience. To further support the sustainability of these efforts during and beyond the length of the project, the Contractor will use web-based solutions such as Sharepoint and the resource section of the Contractor's website to serve as an online "clearinghouse" for course materials, including PowerPoints, Teacher Guides, activity handouts, homework assignments, and relevant articles. The

Contractor's website also features a library of tools and resources to benefit healthcare providers. The Contractor will also provide material from the in-person and virtual trainings (e.g., written materials, videos, recorded sessions, etc.) for the State's online learning system, to be imported by the State and maintained by the State.

III. Deliverables

The Contractor will offer the following instructional programs to cover the topics and formats listed below. Final decisions will be made on topics after consultation with the State.

A. In-Person Training Sessions

Three sessions of 3-day, in-person introductory care coordination training for up to 60 participants (up to 180 participants in total):

Day 1:

- Introduction to Care Coordination
- Principles of team based care
- Outreach and engagement
- Conducting comprehensive assessments

Day 2:

- Communication skills
- Bias, culture and values, and health disparities
- Accessing community and social supports
- Transitions of care, home visits, and supporting care givers

Day 3:

- Development and implementation of care plans
- Motivational interviewing
- Health coaching
- Professional boundaries

B. Webinars

The Contractor will provide up to five webinars. Webinars can be attended by up to 500 attendees when they are delivered, and are provided to support ongoing learning for staff after they complete the introductory training. Topics will cover a range of issues, and may be helpful for all staff or may focus on issues that are specific to one type of care management provider's situation or patient population. Webinars will be recorded and posted on Contractor's website and the State's online learning system for use by participants who were not able to attend the live webinar.

Depending on guidance and input from the State, these topics may include:

- Using data to identify people needing services
- Principles of person centeredness
- Care coordination by phone
- Coordinating care for patients with specific chronic conditions such as DM, HTN, heart disease, asthma, and HIV and mental illnesses

- Navigating the insurance system
- Risk stratifying patient panels
- Disability awareness and competency
- Trauma informed care, crisis management and suicide prevention
- Other topics as identified by the State and the Contractor

C. One session of 2-day, in-person Advanced Care Coordination Training on specific topics

To be attended by staff who have completed the 3-day introductory care coordination training. Topics may include:

Day 1:

- Impact of adverse childhood events, mental illness, and addiction disorders on health status
- Screening for substance abuse and domestic violence
- Crisis management and suicide prevention

Day 2:

- Coordinating care for patients with mental health conditions
- Coordinating care for homeless patients
- Care management for elderly patients
- Palliative care and end of life care

D. One session of 2-day, in-person Train-the-Trainer Workshop

This training is for staff members who are responsible for training front line care coordination staff. Participants must have completed the 3-day, in-person introductory care coordination training as well as at least two webinars. Content will focus primarily on training techniques and how to facilitate the content presented during the in-person care coordination and care management training sessions. The expectation is that participants completing the train-the-trainer workshop will be prepared to teach the curriculum to front line care coordination staff without the assistance of the Contractor.

Day 1:

- Preparing to facilitate group care management/coordination training
- Framing topics to clarify roles of front line care managers
- Best practices for facilitating group discussions and activities, including techniques for encouraging and managing discussion

Day 2:

- Facilitating discussion about controversial or challenging topics
- Managing conflict and multiple opinions among students
- Facilitating role play activities for motivational interviewing, health coaching, and communication skills

E. One session of 1-day, in-person training for Care Coordination for Managers and Supervisors

The Contractor will provide a 1-day, in-person workshop for managers and supervisors that covers the following topics:

- Handling large case loads
- Risk stratification
- Supervision of staff

- Setting up training systems
- Working effectively with leadership and physicians
- Identifying and serving as a lead care coordinator.

F. Online content/Clearinghouse website

The Contractor will use the State's Sharepoint service to share documents and its website to post curriculum and training materials for the Vermont Health Care Innovation Project including PowerPoints, videos, and Teacher Guides. This will enable these materials to be easily accessible by trainers, students and other stakeholders during and beyond the length of the project and will support the sustainability and spread of the training program across the state. The Contractor will provide public access to all materials created for this project at no cost.

The Contractor may also use discussion forum capabilities on its website to encourage and facilitate conversation in relevant topics among students and trainers. Students can be organized into discussion forums by cohort. The Contractor's trainers will be available to facilitate discussion among students in these online forums.

The Contractor will also provide material from the in-person and virtual trainings (e.g., written materials, videos, recorded sessions, etc.) for the State's online learning system. The State is responsible for importing the documents provided and maintaining the systems posting.

All on-line content provided by the Contractor and hosted on its website will be maintained on the website for at least 12 months after the contract end date.

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IV. Budget

Activity/Deliverable	Amount
One (1) or two (2) remote planning sessions in January 2016	\$8,500
Eight (8) bi-weekly, 1-hour planning calls between January and March 2016	\$8,700
Updates to Contractor’s Care Coordination Fundamentals course to align with client preferences	\$12,600
Three (3) 3-day, in-person training sessions on Category 1 topics for up to 180 participants. Fee is not subject to change if there are fewer than 180 participants.	\$84,000
Development of new curriculum	\$18,900
Five (5) webinars	\$21,000
One (1) 2-day, in-person Advanced Care Coordination training session on Category 3 topics for up to 40 participants. Fee is not subject to change if there are fewer than 40 participants.	\$29,250
One (1) 1-day, in-person Care Coordination training session for Managers and Supervisors for up to 40 participants. Fee is not subject to change if there are fewer than 40 participants.	\$25,000
One (1) 2-day in person Train-the-Trainer workshop for up to 40 participants. Fee is not subject to change if there are fewer than 40 participants.	\$29,500
Clearinghouse Management and Logistics	\$12,600
Project management/client check in meetings between March 2016 and December 2016	\$12,600
Travel	\$22,200
Project Total	\$284,850

Budget Narrative:

1. **Deliverable 1:** One (1) remote planning session in January 2016.

- Two (2) Contractor staff will conduct a ½ day remote planning meeting or two, 2 hour remote meetings to discuss logistics and other project planning issues. The deliverable price includes preparation time and time for the planning meeting. Approximately 30 hours.

2. **Deliverable 2:** Eight (8) bi-weekly 1-hour planning calls between January and March 2016.
 - This deliverable price includes preparation and meeting time to discuss project logistics and other project planning and management issues. Approximately 29 hours.
3. **Deliverable 3:** Updates to Contractor's Care Coordination Fundamentals course to align with State preferences.
 - This deliverable price includes time for updating and modifying content based on feedback from State and other stakeholders. Approximately 42 hours.
4. **Deliverable 4:** Three 3-day, in-person training sessions on Category 1 topics for up to 180 participants.
 - Training Delivery – Contractor will provide 4 staff (3 trainers and 1 coordinator) to deliver 3, three-day trainings at a location determined by State. Contractor will not be responsible for paying for facilities or other expenses related to hosting events. The deliverable price includes Contractor's travel time to and from the event. Approximately 60 days including travel.
 - Curriculum Development including production of curriculum booklets and day-of materials for 180 participants. Approximately 6 days.
5. **Deliverable 5:** Development of new curriculum for Category 1 topics.
 - This deliverable price includes time for research and development of curriculum in topic areas and details specifically related to the State's care management programs. Approximately 42 hours.
6. **Deliverable 6:** Five Webinars.
 - Webinar Delivery – Contractor will provide two trainers to deliver five 1-hour webinars, plus a logistics coordinator. Contractor could provide the webinar platform if required at no additional cost provided the webinar is not recorded and will send an email invitation and on-line registration if needed. State must provide email contact information for participants. If State provides webinar platform, webinars can be recorded. Approximately 14 hours.
 - Webinar Development – Contractor will develop the content of the sessions. Approximately 70 hours.
7. **Deliverable 7:** One 2-day, in-person advanced training session for up to 40 participants.
 - Training Delivery – Contractor will provide 3 staff (2 trainers and 1 coordinator) to deliver a two-day training at a location determined by State. Contractor will not be responsible for paying for facilities or other expenses related to hosting events. The deliverable price includes Contractor's travel time to and from the event. Approximately 12 days including travel.
 - Curriculum Development including production of curriculum booklets and day-of materials for up to 40 participants. Approximately 70 hours.
8. **Deliverable 8:** One 1-day, in-person training for care managers and supervisors for up to 40 participants.
 - Training Delivery – Contractor will provide 3 staff (2 trainers and 1 coordinator) to deliver a one-day training at a location determined by State. Contractor will not be responsible for paying for facilities or other expenses related to hosting events. The deliverable price includes Contractor's travel time to and from the event. Approximately 9 days including travel.
 - Curriculum Development including production of curriculum booklets and day-of materials for 40 participants. Approximately 35 hours.

9. **Deliverable 9:** One 2-day, in-person Train-the-Trainer workshop for up to 40 participants.
- Training Delivery – Contractor will provide 3 staff (2 trainers and 1 coordinator) to deliver a two-day training at a location determined by State. Contractor will not be responsible for paying for facilities or other expenses related to hosting events. The deliverable price includes Contractor’s travel time to and from the event. Approximately 12 days including travel.
 - Curriculum Development including production of curriculum booklets and day-of materials for up to 40 participants. Approximately 70 hours.
10. **Deliverable 10:** Clearing House Management.
- Contractor will provide material from the in-person and virtual trainings (e.g., written materials, videos, recorded sessions, etc.) for the State’s online learning system and for Contractor’s website.. This deliverable price includes time for setting up user names and passwords, document organization and management and facilitating online discussions. Approximately 42 hours.
11. **Deliverable 11:** Ongoing check in meetings between March 2016 and December 2016.
- This deliverable price includes time for Contractor meetings with State that are intended to discuss progress on implementation of the training curriculum, feedback from participants, and successes and challenges to inform any necessary modifications to the implementation of the training sessions and webinars. Approximately 42 hours.

V. Timeline

Phase 1: Curriculum Development and Ramp Up

January 1, 2016 – February 29, 2016 (2 months)

Deliverable	Description/Prep Hours Involved
Two, 2 hour remote planning session with State in January 2016	Discuss logistics and other project planning Coordinate with other vendors to ensure alignment of curriculum content Review Care Coordination Fundamentals curriculum and identify inclusions/revisions January 2 hour phone conference calls x 2 PCDC staff 12 hours prep time x 2 PCDC staff
Bi-weekly 1 hour planning calls with State	Discuss logistics and other project planning Review Care Coordination Fundamentals curriculum and identify inclusions/revisions Occur bi-weekly between January and March 8 hours of meeting time 18 hours of prep
Updates to <i>Care Coordination Fundamentals</i> to align with State preferences	Updating/modifying content based on feedback from State and other stakeholders 42 hours

Phase 2: Training Delivery

March 1, 2016 – December 31, 2016 (10 months)

Mode of Instruction	Number of participants	Times offered and prep hours involved	Description
<p>Introductory Care Coordination training</p> <p>3 day in person training on Category 1 topics</p> <p>Development of new curriculum for Category 1 topics</p>	<p>Up to 60 per session</p>	<p>March, May, July</p> <p>Three, 3 day sessions (Each day to be delivered in three parts of the State; e.g., Day 1 repeated in three locations on consecutive days in March; Day 2 repeated in three locations on consecutive days in May; Day 3 repeated in three locations on consecutive days in July.</p>	<ul style="list-style-type: none"> • Day 1: <ul style="list-style-type: none"> ○ Introduction to care coordination ○ Principles of team based care ○ Outreach and engagement ○ Conducting comprehensive assessments • Day 2: <ul style="list-style-type: none"> ○ Communication skills ○ Bias, culture and values ○ Accessing community and social supports ○ Transitions of care, home visits, and supporting care givers • Day 3: <ul style="list-style-type: none"> ○ Development and implementation of care plans ○ Motivational Interviewing ○ Health coaching ○ Professional boundaries <p>Research and development of curriculum in the following topic areas with details and specific related to the Vermont care management program(s):</p> <ul style="list-style-type: none"> ○ Outreach and engagement ○ Conducting comprehensive assessments ○ Development and implementation of care plans <p>14 hours per 1-hour class 14 x 3 = 42 hours</p>
<p>Webinars</p>	<p>Up to 500 participants.</p> <p>Webinars will be hosted on Contractors website afterwards for unlimited viewing.</p>	<p>Bi- Monthly April, June, August, October, December</p> <p>Five, 1 hour webinars</p> <p>14 hours of curriculum development time per webinar 5 x 14 = 70 hours</p>	<ul style="list-style-type: none"> • Using data to identify people needing services • Principles of person centeredness • Care coordination by phone • Coordinating care for patients with specific chronic conditions such as DM, HTN, heart disease, asthma, and HIV and mental illnesses • Navigating the insurance system • Risk stratifying patient panels • Disability awareness and competency • Trauma informed care, crisis management and suicide prevention • Palliative and end of life care

Mode of Instruction	Number of participants	Times offered and prep hours involved	Description
<p>Advanced Care Coordination Training</p> <p>2-day, in-person training on specific topics</p>	<p>Up to 40</p>	<p>September</p> <p>One 2-day training</p> <p>35 hours of curriculum development time per 1 training day</p> <p>35 x 2= 70 hours</p>	<p>Day 1:</p> <ul style="list-style-type: none"> • Impact of adverse childhood events, mental illness, an addiction disorders on health status • Screening for substance abuse and domestic violence • Crisis management and suicide prevention <p>Day 2:</p> <ul style="list-style-type: none"> • Coordinating care for patients with mental health conditions • Coordinating care for homeless patients • Care management for elderly patients • Palliative care and end of life care
<p>Care Coordination for Managers and Supervisors</p> <p>1-day, in-person training</p>	<p>Up to 40</p>	<p>October</p> <p>One 1-day training</p> <p>35 hours of curriculum development time per 1-day training</p>	<ul style="list-style-type: none"> • Handling large case loads • Risk stratification • Supervision of staff • Setting up training systems • Working effectively with leadership and physicians • Identifying and serving as a lead care coordinator
<p>Train-the-Trainer Workshop</p> <p>2-day, in-person training for staff learning to provide care coordination training to other staff*</p> <p>*Pre-requisite: Must have completed the 3-day, in-person introductory care coordination training and at least 2 webinars.</p>	<p>Up to 30</p>	<p>November</p> <p>One 2-day training</p> <p>35 hours of curriculum development time per 1-day training</p> <p>35 x 2= 70 hours</p>	<ul style="list-style-type: none"> • Day 1: <ul style="list-style-type: none"> ○ Preparing to facilitate group care management/coordination training ○ Framing topics to clarify roles of front line care managers ○ Best practices for facilitating group discussions and activities • Day 2: <ul style="list-style-type: none"> ○ Facilitating discussions about controversial or challenging topics ○ Managing conflict and multiple opinions among students ○ Facilitating role play activities for motivational interviewing, health coaching, and communication skills

<p>Clearinghouse Management</p> <ul style="list-style-type: none"> • Setting up user names and passwords • Document organization 		<p>Ongoing</p> <p>4 hours a month x 12 months</p>	<p>Course content including Power Points, exercises, guides, and resources from the in-person training, webinars, and train-the-trainer will be made available via State’s Sharepoint service and an online “clearinghouse” on Contractor’s website and State’s online learning system for students to study at their own pace.</p>
<p>Ongoing check-in meetings via conference call with State</p>	<p>N/A</p>	<p>Bi-monthly from March 1, 2016- December 31, 2016</p> <p>1-hour prep 1-hour meeting</p> <p>2 meetings per month= 4 hours per month x 10 months= 40 hours</p>	<p>Meetings are intended to discuss progress on implementation of the training curriculum, feedback from participants, and successes and challenges to inform any necessary modifications to the implementation of the training sessions and webinars.</p>

Jan. – June 2016	Jan	Feb	March	Apr	May	June
Event	Curriculum development Two two-hour remote planning meetings Bi-weekly Check-in phone meeting(s)	Curriculum development Bi-Weekly Check-in phone meeting(s)	3 sessions of Introductory Care Coordination Training, Day 1. Curriculum development Check-in phone meeting(s) as needed	3 sessions of Disability Competency Training, Day 1. Webinar 1 Curriculum development Check-in phone meeting(s) as needed	3 sessions of Introductory Care Coordination training, Day 2. Curriculum development Check-in phone meeting(s) as needed	3 sessions of Disability Competency Training, Day 2. Webinar 2 Curriculum development Check-in phone meeting(s) as needed

July – Dec. 2016	July	August	September	October	November	December
Event	3 sessions of Introductory Care Coordination Training, Day 3. Curriculum development Check-in phone meeting(s) as needed	Webinar 3 Check-in phone meeting(s) as needed	Advanced Care Coordination Training (2 consecutive days). 3 sessions of Disability Competency Training, Day 3. Check-in phone meeting(s) as needed	Care Coordination for Managers and Supervisors Training (1 day). Webinar 4 Check-in phone meeting(s) as needed	Train-the-Trainer training (2 consecutive days) Check-in phone meeting(s) as needed	Webinar 5 Evaluation

VI. The Contacts for this Award are as Follows:

	State Fiscal Manager	State Program Manager	Contractor
Name:	Leah Korce	Erin Flynn	Jonathan Gross
Phone #:	802-242- 0243	802-654-8920	212-437-3965
E-mail:	leah.korce@vermont.gov	erin.flynn@vermont.gov	jgross@pcdc.org

VII. Notices to the Parties Under this Agreement:

To the extent notices are made under this agreement, the parties agree that such notices shall only be effective if sent to the following persons as representative of the parties:

	STATE REPRESENTATIVE	CONTRACTOR
Name	Office of General Counsel	Michael Rosen, CFO
Address	NOB 1 South, 280 State Drive Waterbury, VT 05671	45 Broadway, Suite 530 New York, NY 10006
Email	AHS.DVHAlegal@vermont.gov	mrosen@pcdc.org

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

VIII. DVHA Monitoring of Contract:

The parties agree that the DVHA official State Program Manager is solely responsible for the review of invoices presented by the Contractor.

IX. Subcontractor Requirements:

Per Attachment C, Section 15, if the Contractor chooses to subcontract work under this agreement, the Contractor must first fill out and submit the Subcontractor Compliance 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 Subcontractor Compliance Form, the State shall review and respond within five (5) business days. A fillable PDF version of this Subcontractor Compliance Form is available upon request from the DVHA Business Office. Under no circumstance shall the Contractor enter into a sub-agreement without prior authorization from the State. The Contractor shall submit the Subcontractor Compliance Form to:

Leah Korce, Grants Management Specialist
Business Office, Contracting Unit
Department of Vermont Health Access
Leah.Korce@vermont.gov

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. Work performed between January 1, 2016 and the signing or execution of this agreement that is in conformity with Attachment A may be billed under this agreement. The following provisions specifying payments are:

1. This contract is funded by federal grants and is subject to federal approval by the Centers for Medicare and Medicaid Innovation (CMMI). No reimbursement shall be provided under this agreement without federal approval for the task, service, or product for which reimbursement is claimed. The maximum amount payable under this contract for services and expenses shall not exceed \$284,850.
 - a. In December 2015, the State received federal approval for the time period January 1, 2016- June 30, 2016 in the amount of \$123,500.
 - b. In Spring 2016, the State will seek federal approval for the time period of July 1, 2016- December 31, 2016 in the amount of \$161,350. Contractor may not begin work for that time period without written authorization from the State of Vermont. Approval for funding is contingent on CMMI authorization.
2. Contractor shall invoice for the following deliverables after the State Program Manager has issued written approval of their satisfactory completion:

Deliverable	Deliver by Date	Amount
One (1) remote planning session in January 2016	On or before January 31 st , 2016	\$8,500
Eight (8) bi-weekly, 1-hour planning calls between January 2016 and March 2016	On or before March 31 st , 2016	\$8,700
Updates to Contractor’s Care Coordination Fundamentals course to align with State’s preferences	On or before March 31 st , 2016	\$12,600
Development of new curriculum	On or before March 31 st , 2016	\$18,900
Two 3-day, in-person training sessions on Category 1 topics for up to 120 participants	On or before June 30 th , 2016	\$56,000
Travel associated with two 3-day, in-person training sessions for up to 120 participants	On or before June 30 th , 2016	\$10,400
One 3-day, in-person training session on Category 1 topics for up to 60 participants	Between July 1 st and December 31 st , 2016	\$28,000
Travel associated with one 3-day,	Between July 1 st and December	\$5,200

in-person training session on Category 1 topics for up to 60 participants	31 st , 2016	
Webinar 1 and 2	On or before June 30 th , 2016	\$8,400
Webinars 3, 4 & 5	Between July 1 st and December 31 st , 2016	\$12,600
One 2-day, in-person Advanced Care Coordination training session on Category 3 topics for up to 40 participants	Between July 1 st and December 31 st , 2016	\$29,250
Travel associated with one 2-day, in-person Advanced Care Coordination training session on Category 3 topics for up to 40 participants	Between July 1 st and December 31 st , 2016	\$3,300
One 1-day, in-person Care Coordination training for Managers and Supervisors for up to 40 participants	Between July 1 st and December 31 st , 2016	\$25,000
One 2-day, in-person Train-the-Trainer workshop for up to 40 participants	Between July 1 st and December 31 st , 2016	\$29,500
Travel associated with one 2-day, in-person Train-the-Trainer workshop for up to 40 participants	Between July 1 st and December 31 st , 2016	\$3,300
Contractor/State check-in meetings between March and June 2016	Between March 1 st and June 30 th , 2016	\$5,040
Contractor/State check-in meetings between July and December 2016	Between July 1 st and December 31 st , 2016	\$7,560
Clearinghouse Management and Logistics	Between July 1 st and December 31 st , 2016	\$12,600
Total		\$284,850

3. No benefits or insurance will be reimbursed by the State.
4. **Travel.** The Contractor may bill for travel related to this contract in-state at the current State mileage reimbursement rate. Any out-of-state travel or training must be expressly approved by the State in writing in advance of travel.
 - a. Travel expenses will be reimbursed up to the amount of \$22,200.
 - b. All travel mileage and associated travel expenses shall not exceed the State approved mileage rates at the time at which the expense occurred, see Appendix I – Required Forms: Travel and Expense Form for State current mileage reimbursement rates.
 - c. Meals are not an allowable expense under this agreement.
5. **Invoices.** All requests for reimbursements shall be made using the Invoice – Contract/Grant Agreements form

attached, see Appendix I – Required Forms, or a similar format agreed upon by the State and Contractor. All payments are subject to payment terms of Net 30 days. The Contractor shall submit invoices to the State monthly. The Contractor shall only submit invoices for deliverables that have been approved by the State Program Manager. The Contractor shall submit each invoice along with the paid subcontractor invoice as supporting documentation for all reimbursed payments.

Payments and/or reimbursement for travel, lodging, training/registration and other approved expenses shall only be issued after all supporting documentation and receipts are received and accepted by the State. Invoices with such expenses shall be accompanied by a Travel and Expense Form, see Appendix I: Required Forms.

Invoices should reference this contract number, contain a unique invoice number, and current date of submission. Invoices should be submitted electronically with all other reports to:

Leah Korce, Grants Management Specialist
Business Office, Contracting Unit
Department of Vermont Health Access
Leah.Korce@vermont.gov

- 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 **\$NA** per occurrence, and **\$NA** 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:**
- 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.
 - 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.
 - 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.

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:
- is not under any obligation to pay child support; or
 - is under such an obligation and is in good standing with respect to that obligation; or
 - 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 X and Bulletin 3.5 Section IV.B.

State of Vermont – Attachment C – 9-1-2015_rev

- 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

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 9V.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.

Appendix I – REQUIRED FORMS
Invoice – Contract/Grant Agreements

Contractor/ Grantee:	
Address:	
State:	
Zip Code:	
Invoice #:	
Date:	
Agreement #:	

Contractor/Grantee Billing Contact: _____ Phone #: _____

Signature: _____

Date (if applicable)	Description of Deliverables/Work Performed	Amount
TOTAL:		

Remittance Address:

Bill to:
 Business Office
 Department of Vermont Health Access
 NOB 1 South, 280 State Drive
 Waterbury, VT 05671

Appendix I – REQUIRED FORMS
Department of Vermont Health Access
Subcontractor Compliance Form

Date: _____

Original Contractor/Grantee Name: _____

Contract/Grant #: _____

Subcontractor Name: _____

Scope of Subcontracted Services: _____

Is any portion of the work being outsourced outside of the United States? YES NO
(If yes, do not proceed)

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

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

In accordance with State Standard Contract Provisions (Attachment C), the State may set off any sums which the subcontractor owes the State against any sums due the Vendor under this Agreement; provided, however, that any set off of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided in Attachment C.

Signature of Subcontractor

Date

Signature of Vendor

Date

Received by DVHA Business Office

Date

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

Appendix I – REQUIRED FORMS
Travel and Expense Form

Travel and Expense Form																	
Grantee/ Contractor Name: Starting Location Address: Grant/Contract Number:										Invoice #: Invoice Date:							
Travel Start Date	Travel End Date	Name of Traveler	Description (name of meeting, reason for travel, etc.)	Travel				Meal Expenses			Other Expenses (Receipts Required)				Total		
				Starting Address	Destination Address	End Address	Miles	Amount	Breakfast	Lunch	Dinner	Lodging	Airfare	Training/Registration		Other	
				State rate effective 1/1/2015 = .575/mile State rate effective 1/1/2016 = .54/mile													
								\$ -									\$ -
								\$ -									\$ -
								\$ -									\$ -
								\$ -									\$ -
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								\$ -									\$ -
TOTALS								\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

We the undersigned do hereby certify under that the reported information is accurate to the best of our knowledge and that all requests for services and expenses were incurred while performing work for the State of Vermont. The expenses I am requesting reimbursement for are in compliance with the State of Vermont Allowable Rates and Per Diems. **The State reserves the right to withhold payment if the State does not receive required documentation and receipts.**

Claimant's Signature

Date

Current State Reimbursement Rates: http://humanresources.vermont.gov/salary/compensation/expense_reimbursement

Bulletin 3.4: http://aoa.vermont.gov/sites/aoa/files/pdf/AOA-Bulletin_3_4.pdf