

1. **Parties:** This is a Grant Agreement for services between the State of Vermont, Department of Vermont Health Access (hereafter called "State"), and ARIS Solutions, Inc. with a principal place of business at 72 South Main Street, White River Junction, VT 05602 (hereafter called "Subrecipient"). It is the Subrecipient's responsibility to contact the Vermont Department of Taxes to determine if, by law, the Subrecipient is required to have a Vermont Department of Taxes Business Account Number.
2. **Subject Matter:** The subject matter of this Agreement is to implement an electronic health record system in Specialized Service Agencies and Designated Agencies in Vermont. Detailed services to be provided by the Subrecipient are described in Attachment A.
3. **Maximum Amount:** In consideration of services to be performed by the Subrecipient, the State agrees to pay the Subrecipient, per payment provisions specified in Attachment B, a sum not to exceed \$275,000.
4. **Grant Term:** The effective date of this Grant Agreement shall be **January 12, 2015** and end on **December 31, 2015**.
5. **Source of Funds:** Federal \$275,000 State \$ Other \$

6. **Federal Funds Information:**

CFDA Title: State Innovation Models
CFDA Number: 93.624
Award Name: State Innovation Models: Funding for Model Design
Award Number: 1G1CMS331181
Award Year: FFY14
Federal Granting Agency: Centers for Medicare & Medicaid Services
Research and Development Grant? Yes No

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

9. **Contact Persons for this Award:**

	<u>For the State</u>	<u>For the Subrecipient</u>
Name:	Georgia Maheras	Jason D. Richardson
Phone #:	802-505-5137	802-280-1911
E-mail:	georgia.maheras@state.vt.us	jasonr@arissolutions.org

10. **Fiscal Year:** Subrecipient's fiscal year starts on July 1 and ends on June 30.
11. **Attachments:** This grant consists of 20 pages including the following attachments which are incorporated herein:

Attachment A – Scope of Work to be Performed
Attachment B – Payment Provisions
Attachment C – Customary State Contract and Grant Provisions
Attachment F – AHS Customary Grant Provisions

Appendix I – Required Forms

Order of precedence of these documents shall be as follows:

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

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

BY THE STATE OF VERMONT:

BY THE SUBRECIPIENT:

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

Date

William Ashe, Co-Executive Director
ARIS Solutions, Inc.
72 South Main Street,
White River Junction, VT 05602
Phone: 802-280-1911
Email: billa@uvs-vt.org

Date

Cheryl Thrall, Co-Executive Director
ARIS Solutions, Inc.
72 South Main Street,
White River Junction, VT 05602
Phone: 802-280-1911
Email: cthrall@lincolnstreetinc.org

Date

ATTACHMENT A SCOPE OF WORK TO BE PERFORMED

Background

The purpose of this project is to support the implementation of an electronic health record (EHR) system for developmental disability agencies in Vermont. In 2013, the Subrecipient released a Request for Proposal (RFP) for an EHR solution for the developmental disability agencies. Vermont Information Technology Leaders, Inc., Vermont's statute-designated Health Information Exchange (HIE), is providing consulting support to the Subrecipient for this EHR solution to ensure it will be able to provide clinical information to the HIE. The Subrecipient's RFP will be awarded in 2014 and this Agreement will provide partial funding for the EHR solution.

This project is part of an effort within Vermont to expand the use and quality of EHRs to: strengthen communication with community partners; enhance care coordination with primary care; improve the quality of care across the network; promulgate best practices of integration; demonstrate value; and increase their ability to report to Accountable Care Organizations (ACOs), the State and other entities to which they are in partnership or accountable.

The Subrecipient was created in 1996 as a cooperative effort among social service agencies to reduce expenses in the face of state-wide budget cuts without diminishing the level of valuable supports within the community. The Subrecipient operates as a consortium of developmental disability services agencies. Although the agencies are separate legal entities, they share resources and utilize a team-based approach to providing services throughout the State of Vermont, including aggregating outcomes data and reporting to the State of Vermont.

The project ties directly into the overall goal of the Vermont Health Care Innovation Project (VHCIP) Work Group for the HIE which is to ensure the availability of clinical health data or information necessary to support the care delivery and payment models being tested by the VHCIP, including those associated with the Shared Savings/Accountable Care Organizations (ACOs), Episode of Care, Pay-for-Performance, and other Care Delivery models. The Subrecipient will work toward that overall goal by impacting three of the identified VHCIP HIE Work Plan goals as part of the Advancing Care Through Technology (ACTT) project, including:

- To improve the utilization, functionality & interoperability of the source systems providing data for the exchange of health information.
- To improve the ability of health and human services professionals to appropriately exchange health information.
- To align and integrate Vermont's electronic health information systems, both public and private, to enable the comprehensive and secure exchange of personal health and human services records.

Scope of Work

Electronic Health Record Procurement:

The Subrecipient is procuring an EHR solution for five (5) developmental disability agencies. Procurement is expected to be complete by January 1, 2015. The State will reimburse the Subrecipient for a portion of the costs related to this procurement up to the maximum amount allowable according to Attachment B.

The Subrecipient will provide the State with monthly updates on the selection and implementation of the EHR

solution. These monthly updates will include:

- Whether installation is proceeding according to the specified timeline.
- Challenges faced with the installation.

Deliverables

- 30 days after the EHR Subcontract has been executed, the Subrecipient will provide the State with a work plan and timeline for implementation to be accepted or modified by the State's authorized representative
 - Should the State require revisions to the proposed project plan it will notify the Subrecipient in writing by the 10th business day after receiving the plan.
- The Subrecipient shall include with each monthly invoice an updated work plan outlining achievements to milestones.

Subrecipient Requirements

Performance Expectations:

The Subrecipient shall develop quarterly reports updating the State on the procurement, including whether the EHR solution is being installed on time and within the budget.

No work shall be undertaken or reimbursed pursuant to this Agreement, other than obligations specifically set forth in this Attachment A.

All work under this Agreement shall be directed by the State's Authorized Representative. Authorized State Representative and VHCIP Project Director:

Georgia Maheras
Project Director, VHCIP
802-505-5137
Georgia.maheras@state.vt.us

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

Jason D. Richardson
Chief Financial Officer
ARIS Solutions
802-280-1911
jasonr@arissolutions.org

The Subrecipient's single point of contact or designee will be present at monthly status meetings at a time and date agreed upon by the State and Subrecipient.

SubSubrecipient Requirements: Per Attachment C, Section 15, if the Subrecipient chooses to subcontract additional work under this agreement, the Subrecipient must first fill out and submit the Request for Approval to Subcontract Form (Appendix I – Required Forms) in order to seek approval from the State prior to signing an

agreement with a third party. Upon receipt of the Request for Approval to Subcontract Form, the State shall review and respond within five (5) business days. Under no circumstance shall the Subrecipient enter into a sub-agreement without prior authorization from the State. The Subrecipient shall submit the Request for Approval to Subcontract Form to:

Jessica Mendizabal, Contract and Grants Administrator
Department of Vermont Health Access
802-878-7958
jessica.mendizabal@state.vt.us

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

Subrecipient Requirements

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

- A-110: "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations" (OMB Circular A-110);
- A-122: "Cost Principles for Non-Profit Organizations" (OMB Circular A-122); and
- A-133: "Audits of States, Local Governments and Non-Profit Organizations" (OMB Circular A-133)

These circulars may be found on the Office of Management and Budget website at: <http://www.whitehouse.gov/omb/circulars/index.html>.

For Agreements that extend beyond 2014:

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

HHS Grant Policy Statement - Subawards (pg. II-78):

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

The recipient must enter into a formal written agreement with each subrecipient that addresses the arrangements for meeting the programmatic, administrative, financial, and reporting requirements of the grant, including those necessary to ensure compliance with all applicable Federal regulations and policies. **At a minimum, the subaward agreement must include the following:**

- Identification of the PI/PD and individuals responsible for the programmatic activity at the subrecipient organization along with their roles and responsibilities.
- Procedures for directing and monitoring the programmatic effort.
- Procedures to be followed in providing funding to the subrecipient, including dollar ceiling, method and schedule of payment, type of supporting documentation required, and procedures for review and approval of expenditures of grant funds.

- If different from those of the recipient, a determination of policies to be followed in such areas as travel reimbursement and salaries and fringe benefits (the policies of the subrecipient may be used as long as they meet HHS requirements).
- Incorporation of applicable public policy requirements and provisions indicating the intent of the subrecipient to comply, including submission of applicable assurances and certifications.

For research subawards, inclusion of the following:

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

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

New awards issued under this funding opportunity announcement are subject to the reporting requirements of the Federal Funding Accountability and Transparency Act of 2006

(Pub. L. 109–282), as amended by section 6202 of Public Law 110–252 and implemented by 2 CFR Part 170.

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

**ATTACHMENT B
 PAYMENT PROVISIONS**

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

1. **FUNDING and PERIOD OF PERFORMANCE AUTHORIZATION REQUIREMENT:** This agreement 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, 2015 in the amount of \$275,000. Subrecipient is authorized to conduct work through December 31, 2015.
2. The total maximum amount payable under this agreement shall not exceed \$275,000. The maximum amount was awarded based on a portion of the budget for the entire HIE ACTT project (as referenced in Attachment A).

The remaining costs outside of the maximum amount of this contract will be funded by the five designated agencies described in Attachment A. Below is the estimated budget for the entire EHR project.

Year	# Users	Per User	Total
Year 1	300	\$ 38.00	\$ 136,800
Year 2	300	\$ 38.00	\$ 136,800
Year 3	300	\$ 38.00	\$ 136,800
Year 4	300	\$ 38.00	\$ 136,800
Year 5	300	\$ 38.00	\$ 136,800
Total Subscription fees			\$ 684,000
One time fee - system			\$ 99,450
One time fee - additional training			\$ 20,000
One-time fee - ePrescribing			\$ 9,000
One-time Hosting set up fee			\$ 1,500
Total One time fees			\$ 129,950
System Administrator fees (5 year)			\$ 298,383
E-prescribing (2400/year)			\$ 12,000
GRAND TOTAL 5 YEAR COST			\$ 1,124,333

3. **Invoices.** All requests for reimbursements shall be made using the request form attached (Appendix I- Required Forms) or a similar format agreed upon by the State and Subrecipient. All payments are subject to payment terms of Net 0 days. Quarterly, the Subrecipient must submit to the State a financial report detailing all expenses to date under this grant agreement.

The Subrecipient shall submit invoices to the State no more frequently than monthly, but no later than quarterly. Costs directly related to the Subcontractor chosen to implement the EHR system, as described in Attachment A, will be found allowable.

The Subrecipient shall submit each invoice along with the paid subcontractor invoice as supporting documentation for all reimbursed payments. The State shall reimburse the Subrecipient for Subcontractor costs up to the total maximum amount of this agreement.

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

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

5. Compliance and Reporting requirements

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

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

In its use of these monitoring tools, the State emphasizes clear communication to ensure a feedback loop that supports Subrecipients in maintaining compliance with federal requirements. The State may at any time elect to conduct additional Subrecipient monitoring. Subrecipients therefore should maintain grant records accurately in the event that the State exercises this right. The State may also waive its right to perform certain Subrecipient monitoring activities. If, at any time, the State waives its right to certain Subrecipient monitoring activities, it will note which activities were not completed and the reasons why that activity was not necessary.

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 GRANT PROVISIONS

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

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

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

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

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

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

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

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

4. **Non-discrimination Based on National Origin as evidenced by Limited English Proficiency.** The Grantee agrees to comply with the non-discrimination requirements of Title VI of the Civil Rights Act of 1964, 42 USC Section 2000d, et seq., and with the federal guidelines promulgated pursuant to Executive

Order 13166 of 2000, which require that Grantees and subgrantees receiving federal funds must assure that persons with limited English proficiency can meaningfully access services. To the extent the Grantee provides assistance to individuals with limited English proficiency through the use of oral or written translation or interpretive services in compliance with this requirement, such individuals cannot be required to pay for such services.

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

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

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

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

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

8. **Abuse Registry.** The Grantee agrees not to employ any individual, use any volunteer, or otherwise provide reimbursement to any individual in the performance of services connected with this agreement, who provides care, custody, treatment, transportation, or supervision to children or vulnerable adults if there is a substantiation of abuse or neglect or exploitation against that individual. The Grantee will check the Adult Abuse Registry in the Department of Disabilities, Aging and Independent Living. Unless the Grantee holds a valid child care license or registration from the Division of Child Development, Department for Children and Families, the Grantee shall also check the central Child Protection Registry. (See 33 V.S.A. §4919(a)(3) & 33 V.S.A. §6911(c)(3)).
9. **Reporting of Abuse, Neglect, or Exploitation.** Consistent with provisions of 33 V.S.A. §4913(a) and §6903, any agent or employee of a Grantee who, in the performance of services connected with this agreement, has contact with clients or is a caregiver and who has reasonable cause to believe that a child or vulnerable adult has been abused or neglected as defined in Chapter 49 or abused, neglected, or exploited as defined in Chapter 69 of Title 33 V.S.A. shall make a report involving children to the Commissioner of the Department for Children and Families within 24 hours or a report involving vulnerable adults to the Division of Licensing and Protection at the Department of Disabilities, Aging,

and Independent Living within 48 hours. This requirement applies except in those instances where particular roles and functions are exempt from reporting under state and federal law. Reports involving children shall contain the information required by 33 V.S.A. §4914. Reports involving vulnerable adults shall contain the information required by 33 V.S.A. §6904. The Grantee will ensure that its agents or employees receive training on the reporting of abuse or neglect to children and abuse, neglect or exploitation of vulnerable adults.

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

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

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

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

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

12. **Computing and Communication:** The Grantee shall select, in consultation with the Agency of Human Services' Information Technology unit, one of the approved methods for secure access to the State's systems and data, if required. Approved methods are based on the type of work performed by the Grantee as part of this agreement. Options include, but are not limited to:

1. Grantee's provision of certified computing equipment, peripherals and mobile devices, on a separate Grantee's network with separate internet access. The Agency of Human Services' accounts may or may not be provided.

2. State supplied and managed equipment and accounts to access state applications and data, including State issued active directory accounts and application specific accounts, which follow the National Institutes of Standards and Technology (NIST) security and the Health Insurance Portability & Accountability Act (HIPAA) standards.

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

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

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

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

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

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

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

**APPENDIX I – REQUIRED FORMS
 DEPARTMENT OF VERMONT HEALTH ACCESS**

FINANCIAL REPORT & REQUEST FOR FUNDS

CONTRACTOR’S NAME & ADDRESS:

CONTACT PERSON: _____ DAY PHONE #: _____

FEDERAL ID #: _____ GRANT#: _____

PERIOD COVERED: _____ TO _____

IS THIS A FINAL REPORT? YES _____ NO _____

SECTION I: GRANT AWARD AMOUNT	GRANT FUNDS
AWARDED AMOUNT	\$ _____
IV. SECTION II: RECEIPTS	
1. FUNDS RECEIVED PRIOR TO THIS PERIOD	\$ _____
2. FUNDS RECEIVED DURING THIS PERIOD	\$ _____
3. TOTAL RECEIVED TO-DATE (1 + 2 = 3)	\$ _____
V. SECTION III: EXPENDITURES	
1. FUNDS EXPENDED PRIOR TO THIS PERIOD	\$ _____
2. FUNDS EXPENDED DURING THIS PERIOD	\$ _____
3. TOTAL EXPENDITURES TO DATE (1 + 2 = 3)	\$ _____
VI. SECTION IV: BALANCE	
1. TOTAL RECEIPTS (SECTION II, LINE 3)	\$ _____
2. LESS TOTAL EXPENDITURES (SECTION III, LINE 3)	\$ _____
3. TOTAL ON HAND (1 – 2 = 3)	\$ _____
VII. SECTION V: REQUEST FOR FUNDS	
ADDITIONAL CASH REQUESTED (ADVANCE FUNDS MUST NOT EXCEED 90 DAYS PROJECTED EXPENSES <u>LESS CASH ON HAND</u>)	\$ _____

APPROVALS FOR PAYMENT:

SIGNED BY:

CONTRACTOR: _____ DATE _____

TITLE: _____

The Contractor certifies that the invoiced amounts have been spent on allowable activities and purposes in accordance with the grant agreement.

The Contractor agrees to produce, on request, the source documents upon which this invoice is based.

DVHA GRANT MANGER:

_____ DATE _____

DVHA BUSINESS OFFICE: _____ DATE: _____

The DVHA Business Office processed this invoice for payment on signed date.

Shaded area for coding/business office use PO# _____

FINANCIAL REPORTING INSTRUCTIONS

Please Note: Only report for the current grant – do not include other grant information.
Report for the Grant Number on the form.

TAX ID # OR FEDERAL ID #: This is your organization's number assigned by the federal government.

CONTRACTOR NAME & ADDRESS: Name and mailing address of the Contractor's fiscal agent only. This must be the same name and address as shown on the award document.

CONTACT PERSON: Name of the person who can answer questions about the financial form.

DAY PHONE #: Day-time phone number for the Contractor's Project Contact Person.

PROJECT TITLE: Title of project (if any) as it appears on the grant application.

GRANT NUMBER: Number of the grant as it appears in the grant award document.

PERIOD COVERED: State the quarter the report covers (e.g., July 1, 2009 to September 30, 2009).

FINAL REPORT: Answer "Yes" only if this is the last financial report that you are submitting for this particular grant award. NOTE: A final report must show all grant money has been received and spent or the unspent balance must be returned to DCF by check payable to "Dept. for Children & Families".

SECTION I – GRANT AWARD AMOUNT: State awarded amount – indicate the total grant award.

SECTION II-RECEIPTS:

1. Grant Funds Received Prior to this Quarter or 6 month Period: Indicate the amount of grant funds received prior to the quarter or six month period of this grant period only.

2. Grant Funds Received During this Quarter or 6 month Period: Indicate the amount of grant funds received during the quarter or six month period you are reporting on.
3. Total Received to Date: Add the figures from lines 1 and 2 and enter that figure on Line 3.

SECTION III-EXPENDITURES:

1. Grant Funds Expended Prior to this quarter or 6 month Period: Indicate the grant funds that you spent prior to this quarter or six month period which you are reporting on.
2. Grant Funds Expended During this quarter or 6 month Period: Indicate the grant funds that you spent during the quarter or 6 month period you are reporting on.
3. Total Expenditures to Date: Add the figures from lines 1 and 2 and enter that figure on line 3.

SECTION IV-BALANCE:

1. Total Receipts: Enter the figure from line 3 in Section II.
2. Less Total Expenditures: Enter the figure from line 3 in Section III.
3. Total On Hand: Subtract line 2 from line 1 and enter that figure on line 3. If you have a negative balance, put parentheses around the figure.

SECTION V-REQUEST FOR FUNDS:

Additional Cash Requested: To request grant funds, you must put the dollar amount you are requesting on this line. Requests for advance funds must not exceed 90 days projected expenses (i.e., on this line, 90 days projected minus cash on hand).

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: _____