AMENDMENT

It is agreed between the State of Vermont, Department of Vermont Health Access (hereinafter called "State") and Behavior Health Network of Vermont (hereinafter called "Contractor") with principal place of business in Montpelier, VT that the contract dated September 25, 2014 is to be amended January 1, 2017 as follows:

- 1. By striking out on page 1, item #4 of the Base agreement and as amended by Amendment #2 on page 1, and substituting in lieu thereof the following revised item #4:
- 4. <u>Contract Term.</u> The period of Contractor's performance shall begin on **September 25, 2014** and end on **June 30, 2017.**

Work performed between **January 1, 2017** and the signing or execution of this amendment that is in conformity with Attachment A may be billed under this amended agreement. Contractor agrees that in exchange for the consideration of the option to bill for services performed, all terms and conditions described in this amended agreement shall apply to any and all services performed for or on behalf of the State. Contractor agrees that by submitting invoices, bills, or otherwise seeking compensation for services performed prior to the finalization of this amended agreement or signing of this amended agreement, contractor is agreeing to the application of all terms of this contract to that period and to that work. Contractor further agrees to defend, indemnify, and hold the State harmless for any claim, dispute, non-contractual cost or charge, or any liability whatsoever, whether in law, equity, or otherwise, which arises from or is connected to the work performed prior to the execution of this amended agreement. Contractor further agrees that these terms apply regardless of whether the work is accepted by the State, and regardless of whether payment is issued by the State to the Contractor for the work in question.

- 2. By striking out on page 1, item #8 of the Base agreement and as amended by Amendment #2 on page 1, and substituting in lieu thereof the following revised item #8:
- 8. Attachments. This contract consists of 27 pages including the following attachments, which are incorporated herein:

Attachment A - Scope of Work to be Performed

Attachment B - Payment Provisions

Attachment C - State Standard Provisions: For Grants and Contracts

Attachment D - Modification of Customary Provisions of Attachment C

Attachment F - State Standard Provisions: AHS Customary Contract Provisions

Appendix I - Required Forms

Appendix II - Project Plan

The order of precedence of documents shall be as follows:

- 1). This document
- 2). Attachment D
- 3). Attachment C
- 4). Attachment A
- 5). Attachment B
- 6). Attachment F
- 7). Appendix I
- 8). Appendix II

3. Attachment A: By striking out TABLE: Scope and Schedule of the Project of the Base agreement and as amended by Amendment #2 on page 2, and substituting in lieu thereof the following revised TABLE: Scope and Schedule of the Project:

TABLE A: Scope and Schedule of the Project.

The following table details the activities for the following goals:

- 1. Assess and remediate data quality based on identified data dictionary.
- 2. Work with DS only agencies on unified EHR platform.
- 3. Aggregate data for individual agency and network wide analysis and reporting through adoption of a data repository.

Activities	Measurable Process	Time Line	Responsible Org/Person
Convene network members and stakeholders to bring them up to speed on the data environment. Engage project management.		October 2014	вни
Engage Statewide HIT Director and Quality Staff	Contract signed, within budget	October 2014	BHN
Identify most critical data elements and required data structure based on information needed for reporting and improvement.	List of current reporting requirements gathered; structured list of critical data elements developed and accepted by the State	January 2015	BHN
Create Data Dictionary	Data dictionary created, accepted by the State, and distributed	April 2015	BHN
Create measure spreadsheets	Numerator and denominator for all performance measurements are developed and accepted by the State	January 2015	BHN
Create tool to identify points within workflows	Visit and staff structures are developed and accepted by the State	January 2015	вни
Conduct trainings on toolkit		April 2015	BHN
Conduct agency specific review and identify gaps in data quality		August 2015	BHN
Coordinate with ARIS and VITL on behalf of the developmental disability agencies to identify a common EHR platform to allow for efficiencies	Electronic health record selected and procured	October 2014	вни
Document and report to stakeholders	Ongoing reporting to stakeholders following communication plan	August 2015	BHN
Work with each agency on improving data quality (structured, complete, semantic standards compliant)		October 2016	вни
Develop system-wide policies and procedures as needed for data quality	Policies and procedures are documented in writing and consistently applied across stakeholders	October 2016	ВНИ
Develop communication plan	Review plan by network members	August 2015	BHN
Provide DA/SSA specific education around workflow redesign	Presentation developed and accepted by the State	September 2016	BHN

Activities	Measurable Process	Time Line	Responsible Org/Person
Confirm, finalize and document data analytic and reporting needs and review in subsequent years	Final documents developed and accepted by the State	December 2016	BHN
Assess cost and benefit of repository options and conduct architectural design process	Options and cost benefit documented and accepted by the State	January 2014	BHN
Agree on direction and roadmap for repository		April 2015	BHN
Confirm, approve and document scope, cost and timeline of repository		August 2015	BHN
Develop RFP through Advisory Group and with SME TA	RFP written, developed and approved by Advisory Group	April 2015	BHN
Post RFP and hold bidders conference	RFP posted and bidders conference held	April 2015	BHN
Review and select vendor	Responses assessed and scored. Vendor selected	July 2015	BHN
Develop contract with vendor	Contract signed by BHN and vendor	July 2015	BHN
Develop sustainability plan	Sustainability plan developed and present to BOD	August 2016	BHN
Phase 1: Vermont Monthly Service Report Data Imports*	MSR data is on boarded and initial data analytics structure is complete	July 2016	BHN
Phase 2: ADT and CCD like imports; higher frequency of data; and additional analytics*	Data Warehouse (DW): information captured by ADTs and CCDs is being imported; Analytics: additional dashboards developed	June 30 2017	BHN
Phase 3: *Work with NORC to ensure functionality of repository		June 30, 2017	BHN

^{*}See attached work plan in Appendix II for detailed timeline.

4. Attachment A: By striking out Contacts, Notices, and Monitoring of Award sections and revised Subcontractor Requirements as amended by Amendment #2 on page 3, and substituting in lieu thereof the following Contacts, Notices, and Monitoring of Award sections and revised Subcontractor Requirements:

Contacts, Notices, and Monitoring of Award

The Contacts for this Award are as Follows:

<u>State Fiscal Manager</u> <u>State Program Manager</u> <u>Contractor</u>

Name: Karen Sinor Georgia Maheras Simone Rueschemeyer

Phone #: 802-241-0252 802-505-5137 802-262-6124

E-mail: <u>karen.sinor@vermont.gov</u> <u>georgia.maheras@vermont.gov</u> <u>simone@vermontcarepartners.org</u>

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	Simone Rueschemeyer
Address	NOB 1 South, 280 State Drive Waterbury, VT 05671	137 Elm Street Montpelier, VT 05602
Email	AHS.DVHAlegal@vermont.gov	simone@vermontcarepartners.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.

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.

Subcontractor Requirements:

Per Attachment C, Section 19, 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:

Karen Sinor, Contracts and Grants Administrator Business Office, Contracting Unit Department of Vermont Health Access karen.sinor@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.

The following subcontractors are approved for work under this agreement:

- National Opinion Research Center (NORC)
- 5. Attachment B: By replacing in its entirety with the following revised version:

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, 2017 and the signing or execution of this amendment that is in conformity with Attachment A may be billed under this amended 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 \$1,865,331.
- 2. The State shall pay the Contractor for deliverables specified in Attachment A and the Work Plan, see Appendix II, at the hourly rates presented below and/or no more than the sub-contracted rate plus an administrative fee. The State shall pay the Contractor at the following rates:

Position Title	Compensation
Executive Director	\$150/hr
HIT Director	\$115/hr
Quality Manager	\$35/hr

- 3. To ensure the Contractor is compliance with federal data regulations, legal fees are reimbursable under this contract.
- 4. No benefits or insurance will be reimbursed by the State.
- 5. **Invoices.** All requests for reimbursements shall be made using the Invoice Contracts 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. Invoices shall be accompanied by a status report and shall reflect the total number of hours worked per staff person, per objective as specified in the work plan in Attachment A.

The Contractor shall submit each invoice along with the paid subcontractor invoice as supporting documentation for all reimbursed payments.

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:

Karen Sinor, Contract and Grants Administrator Business Office, Contracting Unit Department of Vermont Health Access karen.sinor@vermont.gov

6. Attachment F: By replacing in its entirety with the following approved version dated 12/31/16:

PAGE 6 OF 28 CONTRACT #27379 AMENDMENT #3

Attachment F AGENCY OF HUMAN SERVICES' CUSTOMARY CONTRACT/GRANT PROVISIONS

- 1. **Definitions:** For purposes of this Attachment F, the term "Agreement" shall mean the form of the contract or grant, with all of its parts, into which this Attachment F is incorporated. The meaning of the term "Party" when used in this Attachment F shall mean any named party to this Agreement *other than* the State of Vermont, the Agency of Human Services (AHS) and any of the departments, boards, offices and business units named in this Agreement. As such, the term "Party" shall mean, when used in this Attachment F, the Contractor or Grantee with whom the State of Vermont is executing this Agreement. If Party, when permitted to do so under this Agreement, seeks by way of any subcontract, sub-grant or other form of provider agreement to employ any other person or entity to perform any of the obligations of Party under this Agreement, Party shall be obligated to ensure that all terms of this Attachment F are followed. As such, the term "Party" as used herein shall also be construed as applicable to, and describing the obligations of, any subcontractor, sub-recipient or sub-grantee of this Agreement. Any such use or construction of the term "Party" shall not, however, give any subcontractor, sub-recipient or sub-grantee any substantive right in this Agreement without an express written agreement to that effect by the State of Vermont.
- 2. Agency of Human Services: The Agency of Human Services is responsible for overseeing all contracts and grants entered by any of its departments, boards, offices and business units, however denominated. The Agency of Human Services, through the business office of the Office of the Secretary, and through its Field Services Directors, will share with any named AHS-associated party to this Agreement oversight, monitoring and enforcement responsibilities. Party agrees to cooperate with both the named AHS-associated party to this contract and with the Agency of Human Services itself with respect to the resolution of any issues relating to the performance and interpretation of this Agreement, payment matters and legal compliance.
- 3. <u>Medicaid Program Parties</u> (applicable to any Party providing services and supports paid for under Vermont's Medicaid program and Vermont's Global Commitment to Health Waiver):

Inspection and Retention of Records: In addition to any other requirement under this Agreement or at law, Party must fulfill all state and federal legal requirements, and will comply with all requests appropriate to enable the Agency of Human Services, the U.S. Department of Health and Human Services (along with its Inspector General and the Centers for Medicare and Medicaid Services), the Comptroller General, the Government Accounting Office, or any of their designees: (i) to evaluate through inspection or other means the quality, appropriateness, and timeliness of services performed under this Agreement; and (ii) to inspect and audit any records, financial data, contracts, computer or other electronic systems of Party relating to the performance of services under Vermont's Medicaid program and Vermont's Global Commitment to Health Waiver. Party will retain for ten years all documents required to be retained pursuant to 42 CFR 438.3(u).

<u>Subcontracting for Medicaid Services</u>: Notwithstanding any permitted subcontracting of services to be performed under this Agreement, Party shall remain responsible for ensuring that this Agreement is fully performed according to its terms, that subcontractor remains in compliance with the terms hereof, and that subcontractor complies with all state and federal laws and regulations relating to the Medicaid program in Vermont. Subcontracts, and any service provider agreements entered into by Party in connection with the performance of this Agreement, must clearly specify in writing the responsibilities of the subcontractor or other service provider and Party must retain the authority to revoke its subcontract or service provider agreement or to impose other sanctions if the performance of the subcontractor or service provider is inadequate or if its performance deviates from any requirement of this Agreement. Party shall make available on request all contracts, subcontracts and service provider agreements between the Party, subcontractors and other service providers to the Agency of Human Services and any of its departments as well as to the Center for Medicare and Medicaid Services.

<u>Medicaid Notification of Termination Requirements:</u> Party shall follow the Department of Vermont Health Access Managed-Care-Organization enrollee-notification requirements, to include the requirement that Party provide timely notice of any termination of its practice.

<u>Encounter Data</u>: Party shall provide encounter data to the Agency of Human Services and/or its departments and ensure further that the data and services provided can be linked to and supported by enrollee eligibility files maintained by the State.

<u>Federal Medicaid System Security Requirements Compliance</u>: Party shall 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) in order to support audit compliance with 45 CFR 95.621 subpart F, ADP System Security Requirements and Review Process.

4. <u>Workplace Violence Prevention and Crisis Response</u> (applicable to any Party and any subcontractors and sub-grantees whose employees or other service providers deliver social or mental health services directly to individual recipients of such services):

Party shall establish a written workplace violence prevention and crisis response policy meeting the requirements of Act 109 (2016), 33 VSA §8201(b), for the benefit of employees delivering direct social or mental health services. Party shall, in preparing its policy, consult with the guidelines promulgated by the U.S. Occupational Safety and Health Administration for *Preventing Workplace Violence for Healthcare and Social Services Workers*, as those guidelines may from time to time be amended.

Party, through its violence protection and crisis response committee, shall evaluate the efficacy of its policy, and update the policy as appropriate, at least annually. The policy and any written evaluations thereof shall be provided to employees delivering direct social or mental health services.

Party will ensure that any subcontractor and sub-grantee who hires employees (or contracts with service providers) who deliver social or mental health services directly to individual recipients of such services, complies with all requirements of this Section.

5. **Non-Discrimination**:

Party shall not discriminate, and will prohibit its employees, agents, subcontractors, sub-grantees and other service providers from 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, and on the basis of race, color or national origin under Title VI of the Civil Rights Act of 1964. Party shall 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 as provided by Title 9 V.S.A. Chapter 139.

No person shall on the grounds of religion or on the grounds of sex (including, on the grounds that a woman is pregnant), 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 of Vermont and/or federal funds.

Party further shall 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, requiring that contractors and subcontractors receiving federal funds assure that persons with limited English proficiency can meaningfully access services. To the extent Party provides assistance to individuals with limited

PAGE 8 OF 28 CONTRACT #27379 AMENDMENT #3

English proficiency through the use of oral or written translation or interpretive services, such individuals cannot be required to pay for such services.

6. **Employees and Independent Contractors**:

Party agrees that it shall comply with the laws of the State of Vermont with respect to the appropriate classification of its workers and service providers as "employees" and "independent contractors" for all purposes, to include for purposes related to unemployment compensation insurance and workers compensation coverage, and proper payment and reporting of wages. Party agrees to ensure that all of its subcontractors or sub-grantees also remain in legal compliance as to the appropriate classification of "workers" and "independent contractors" relating to unemployment compensation insurance and workers compensation coverage, and proper payment and reporting of wages. Party will on request provide to the Agency of Human Services information pertaining to the classification of its employees to include the basis for the classification. Failure to comply with these obligations may result in termination of this Agreement.

7. Data Protection and Privacy:

<u>Protected Health Information</u>: Party 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 Agreement. Party 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.

<u>Substance Abuse Treatment Information</u>: Substance abuse treatment information shall be maintained in compliance with 42 C.F.R. Part 2 if the Party or subcontractor(s) are Part 2 covered programs, or if substance abuse treatment information is received from a Part 2 covered program by the Party or subcontractor(s).

<u>Protection of Personal Information</u>: Party agrees to comply with all applicable state and federal statutes to assure protection and security of personal information, or of any personally identifiable information (PII), including the Security Breach Notice Act, 9 V.S.A. § 2435, the Social Security Number Protection Act, 9 V.S.A. § 2440, the Document Safe Destruction Act, 9 V.S.A. § 2445 and 45 CFR 155.260. As used here, PII shall include any information, in any medium, including electronic, which can be used to distinguish or trace an individual's identity, such as his/her name, social security number, biometric records, etc., either alone or when combined with any other personal or identifiable information that is linked or linkable to a specific person, such as date and place or birth, mother's maiden name, etc.

<u>Other Confidential Consumer Information</u>: Party agrees to comply with the requirements of AHS Rule No. 08-048 concerning access to and uses of personal information relating to any beneficiary or recipient of goods, services or other forms of support. Party further agrees to comply with any applicable Vermont State Statute and other regulations respecting the right to individual privacy. Party shall ensure that all of its employees, subcontractors and other service providers performing services under this agreement understand and preserve the sensitive, confidential and non-public nature of information to which they may have access.

<u>Data Breaches</u>: Party shall report to AHS, though its Chief Information Officer (CIO), any impermissible use or disclosure that compromises the security, confidentiality or privacy of any form of protected personal information identified above within 24 hours of the discovery of the breach. Party shall in addition comply with any other data breach notification requirements required under federal or state law.

8. Abuse and Neglect of Children and Vulnerable Adults:

Abuse Registry. Party agrees not to employ any individual, to use any volunteer or other service provider, or to otherwise provide reimbursement to any individual who in the performance of services connected with this

agreement provides care, custody, treatment, transportation, or supervision to children or to vulnerable adults if there has been a substantiation of abuse or neglect or exploitation involving that individual. Party is responsible for confirming as to each individual having such contact with children or vulnerable adults the non-existence of a substantiated allegation of abuse, neglect or exploitation by verifying that fact though (a) as to vulnerable adults, the Adult Abuse Registry maintained by the Department of Disabilities, Aging and Independent Living and (b) as to children, the Central Child Protection Registry (unless the Party holds a valid child care license or registration from the Division of Child Development, Department for Children and Families). See 33 V.S.A. §4919(a)(3) and 33 V.S.A. §6911(c)(3).

Reporting of Abuse, Neglect, or Exploitation. Consistent with provisions of 33 V.S.A. §4913(a) and §6903, Party and any of its agents or employees who, in the performance of services connected with this agreement, (a) is a caregiver or has any other contact with clients and (b) 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: as to children, make a report containing the information required by 33 V.S.A. §4914 to the Commissioner of the Department for Children and Families within 24 hours; or, as to a vulnerable adult, make a report containing the information required by 33 V.S.A. §6904 to the Division of Licensing and Protection at the Department of Disabilities, Aging, and Independent Living within 48 hours. Party 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.

9. <u>Information Technology Systems</u>:

<u>Computing and Communication</u>: Party 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 Party as part of this agreement. Options include, but are not limited to:

- 1. Party's provision of certified computing equipment, peripherals and mobile devices, on a separate Party'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.

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 Party (or subcontractor or sub-grantee), shall have full and complete ownership of all software computer programs, documentation and/or source codes developed.

PAGE 10 OF 28 CONTRACT #27379 AMENDMENT #3

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

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

Party acknowledges and agrees that should this agreement be in support of the State's implementation of the Patient Protection and Affordable Care Act of 2010, Party is subject to the certain property rights provisions of the Code of Federal Regulations and a Grant from the Department of Health and Human Services, Centers for Medicare & Medicaid Services. Such agreement will be subject to, and incorporates here by reference, 45 CFR 74.36, 45 CFR 92.34 and 45 CFR 95.617 governing rights to intangible property.

<u>Security and Data Transfers:</u> Party shall comply with all applicable State and Agency of Human Services' policies and standards, especially those related to privacy and security. The State will advise the Party of any new policies, procedures, or protocols developed during the term of this agreement as they are issued and will work with the Party to implement any required.

Party will ensure the physical and data security associated with computer equipment, including desktops, notebooks, and other portable devices, used in connection with this Agreement. Party 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. Party 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, Party shall securely delete data (including archival backups) from Party's equipment that contains individually identifiable records, in accordance with standards adopted by the Agency of Human Services.

Party, in the event of a data breach, shall comply with the terms of Section 6 above.

10. Other Provisions:

Environmental Tobacco Smoke. Public Law 103-227 (also known as the Pro-Children Act of 1994) and Vermont's Act 135 (2014) (An act relating to smoking in lodging establishments, hospitals, and child care facilities, and on State lands) restrict the use of tobacco products in certain settings. Party shall ensure that no person is permitted: (i) to use tobacco products or tobacco substitutes as defined in 7 V.S.A. § 1001 on the premises, both indoor and outdoor, of any licensed child care center or afterschool program at any time; (ii) to use tobacco products or tobacco substitutes on the premises, both indoor and in any outdoor area designated for child care, health or day care services, kindergarten, pre-kindergarten, elementary, or secondary education or library services; and (iii) to use tobacco products or tobacco substitutes on the premises of a licensed or registered family child care home while children are present and in care. Party will refrain from promoting the use of tobacco products for all clients and from making tobacco products available to minors.

Failure to comply with the provisions of the federal 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. The federal Pro-Children Act of 1994, however, does not apply to 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.

PAGE 11 OF 28 CONTRACT #27379 AMENDMENT #3

<u>2-1-1 Database</u>: If Party provides health or human services within Vermont, or if Party provides such services near the Vermont border readily accessible to residents of Vermont, Party shall adhere to the "Inclusion/Exclusion" policy of Vermont's United Way/Vermont 211 (Vermont 211), and will provide to Vermont 211 relevant descriptive information regarding its agency, programs and/or contact information as well as accurate and up to date information to its database as requested. The "Inclusion/Exclusion" policy can be found at www.vermont211.org.

<u>Voter Registration</u>: When designated by the Secretary of State, Party 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.

Drug Free Workplace Act: Party will assure a drug-free workplace in accordance with 45 CFR Part 76.

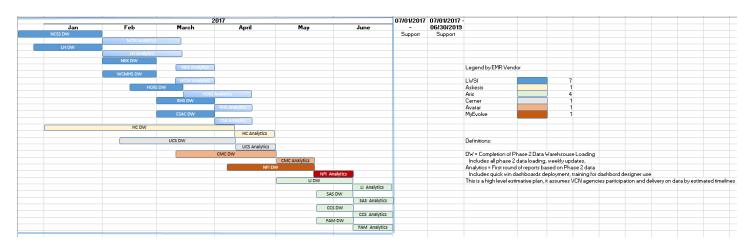
Lobbying: No federal funds under this agreement may be used to influence or attempt to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, continuation,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

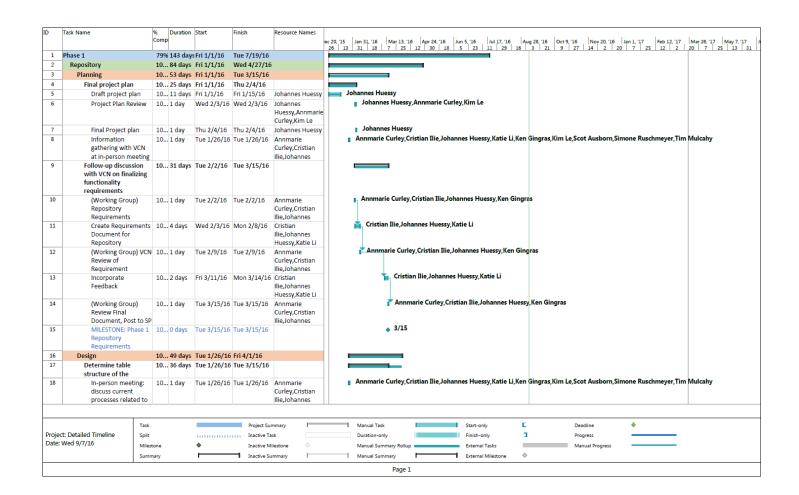
AHS ATT. F 12.31.16

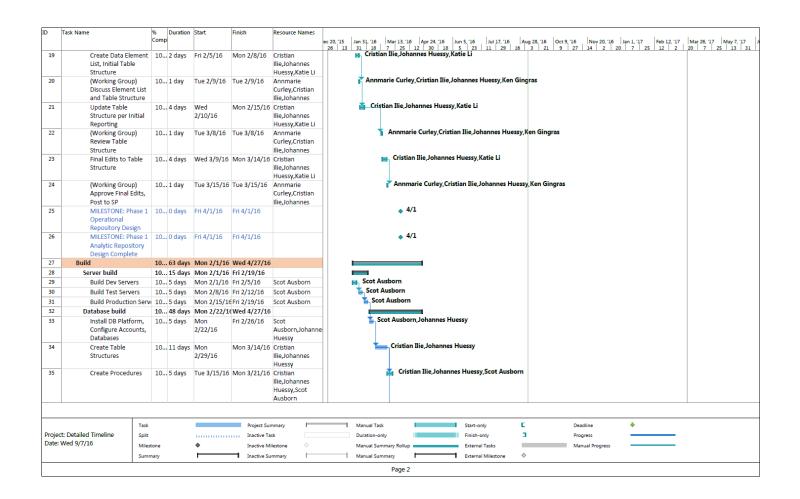
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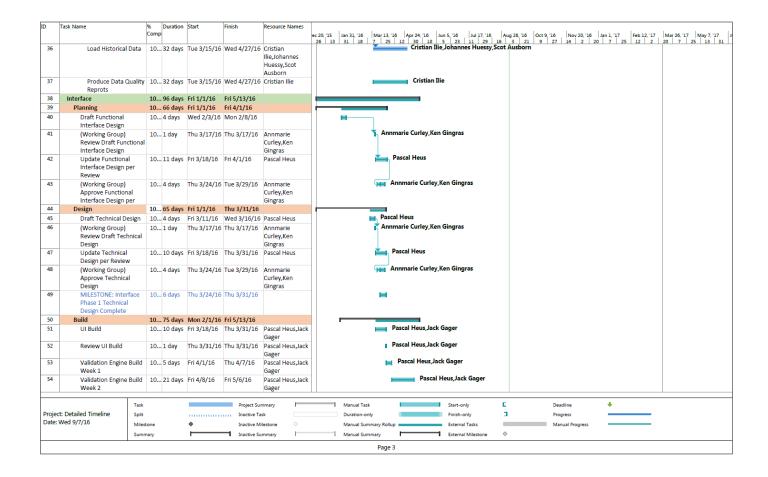
APPENDIX II - WORK PLAN

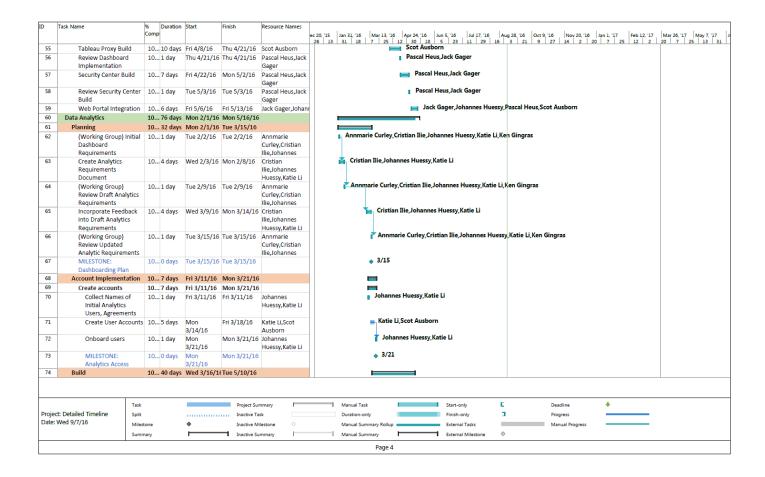
Project Plan January 2017 - June 2017

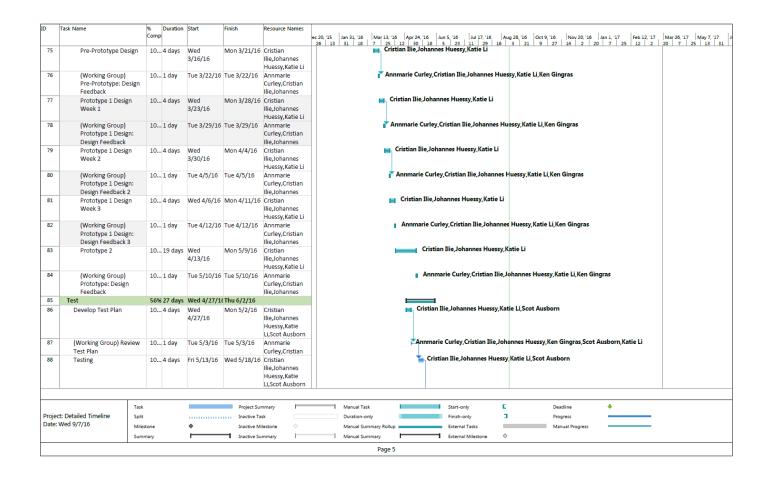


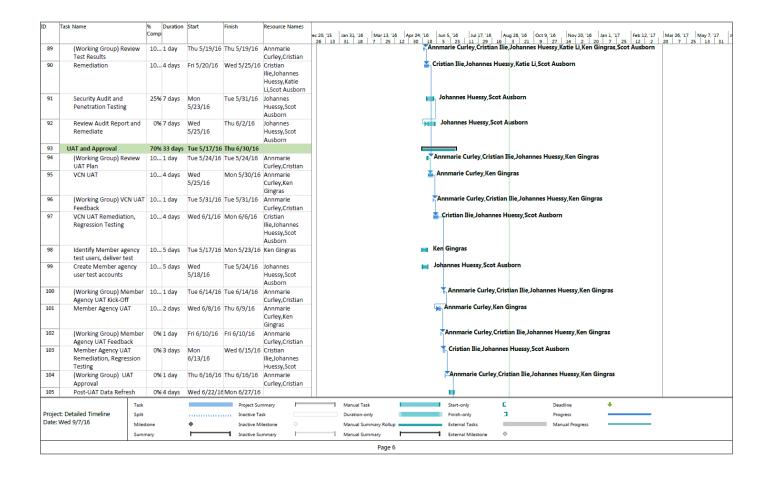


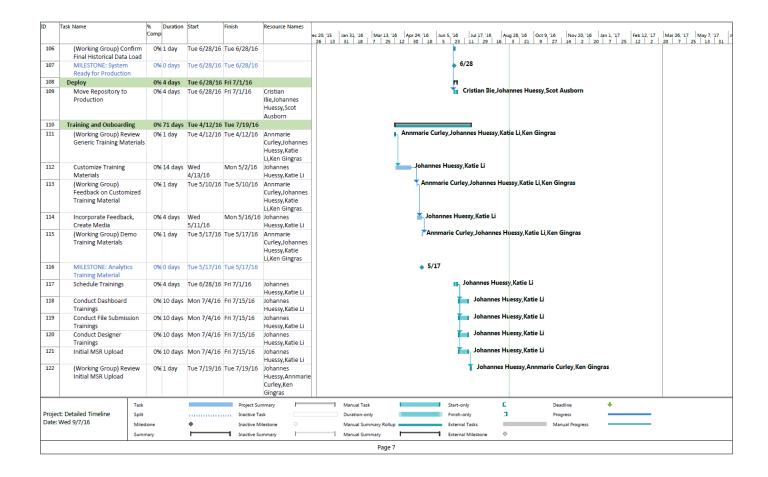


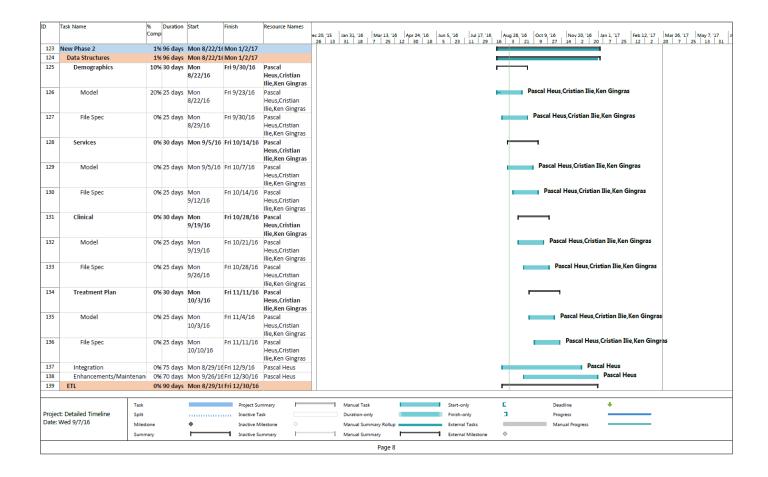


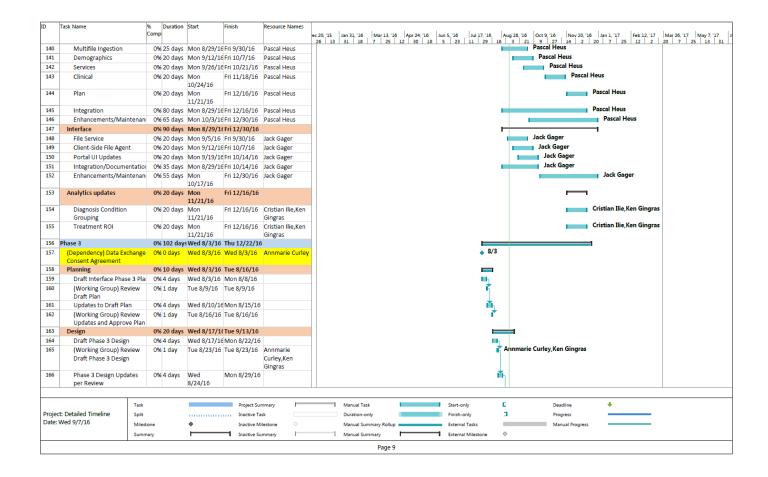


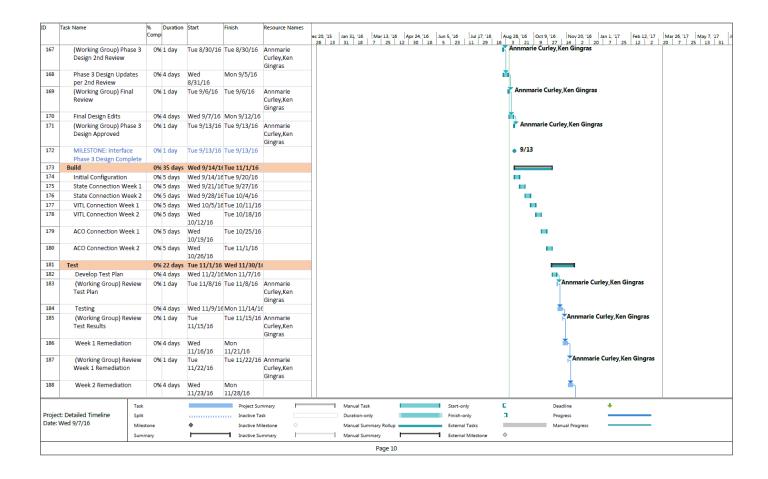


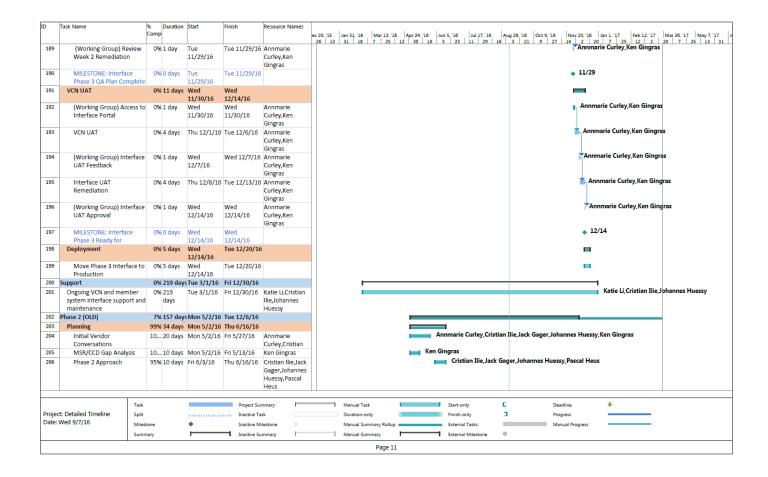


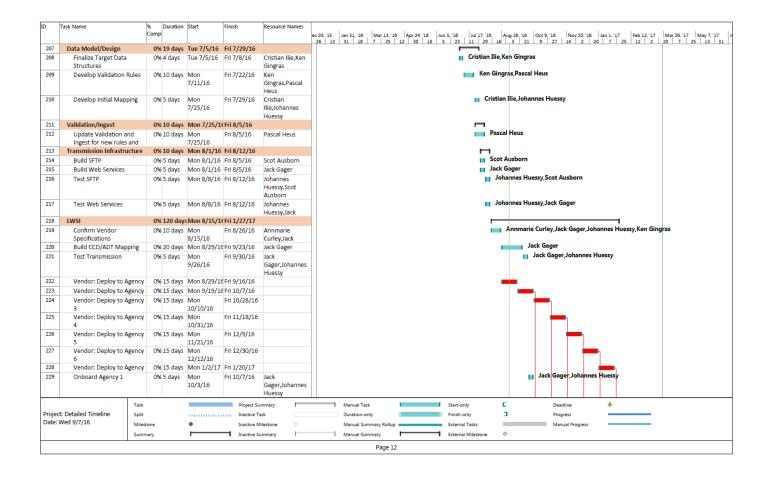


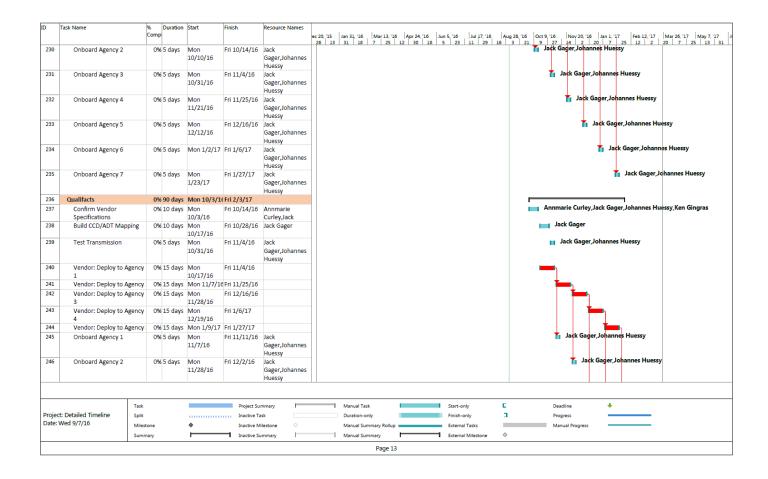


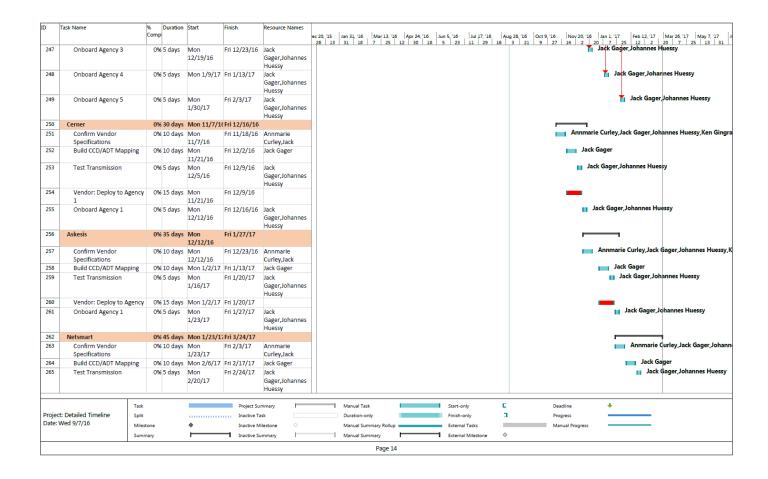


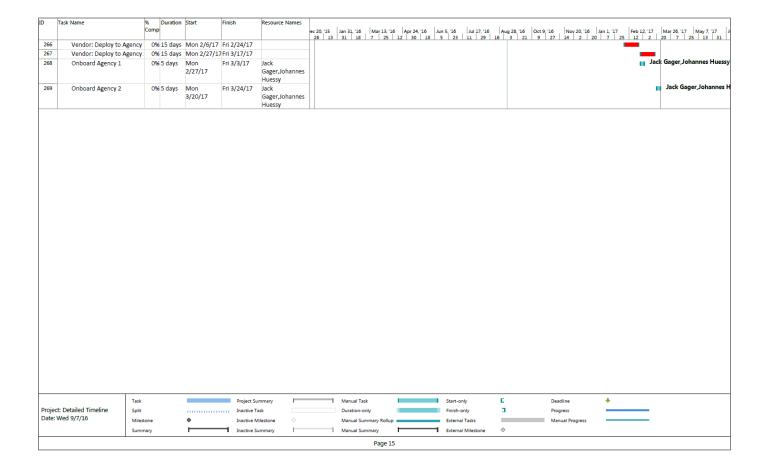












This amendment consists of 27 pages. Except as modified by this amendment and any previous amendments, all provisions of this contract #27379 dated September 15, 2014 shall remain unchanged and in full force and effect.

By the STATE OF VERMONT

By the CONTRACTOR

Cory Gustafson, Commissioner Date
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