

1. **Parties.** This is a contract for personal services between the State of Vermont, Department of Vermont Health Access (hereafter called "State"), and JBS International, Inc., with a principal place of business in North Bethesda, MD (hereafter called "Contractor"). The Contractor's form of business is a Corporation. The Contractor's local address is 5515 Security Lane, Suite 800, North Bethesda, MD 20852-5007. 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 to assess the current telehealth practices in Vermont and plan for potential telehealth pilot programs. 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 \$140,442.
4. **Contract Term.** The period of Contractor's performance shall begin on February 1, 2015 and end on December 31, 2015.

Work performed between February 1, 2015 and the signing or execution of this agreement that is in conformity with Attachment A may be billed under this agreement. Contractor agrees that in exchange for the consideration of the option to bill for services performed, all terms and conditions described in this agreement shall apply to any and all services performed for or on behalf of the State. Contractor agrees that by submitting invoices, bills, or otherwise seeking compensation for services performed prior to the finalization of this agreement or signing of this agreement, 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 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.

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 not 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 33 pages including the following attachments, which are incorporated herein:

- Attachment A - Specifications of Work to be Performed
- Attachment B - Payment Provisions
- Attachment C - Customary State Contract provisions
- Attachment E - Business Associate Agreement
- Attachment F - Customary Contract Provisions of the Agency of Human Services

The order of precedence of documents shall be as follows:

- 1). This document
- 2). Attachment D (if any)
- 3). Attachment C
- 4). Attachment A
- 5). Attachment B
- 6). Attachment E (if any)
- 7). Attachment F
- 8). Other Attachments (if any)

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

BY THE STATE OF VERMONT:

BY THE CONTRACTOR:

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

Jerri Shaw, Co-CEO and President Date
5515 Security Lane, Suite 800
North Bethesda, MD 20852-5007
Phone: 301-495-1080
Email: jshaw@jbsinternational.com

**ATTACHMENT A
SPECIFICATIONS OF WORK TO BE PERFORMED**

I. Scope of Work:

- A. The Contractor will support the Health Information Exchange (HIE)/Health Information Technology (HIT) Work Group in developing a telehealth pilot program as part of the federally funded Vermont Health Care Innovation Project (VHCIP).

- B. Contractor shall:
 - 1. Conduct a statewide assessment of the status of current telehealth technology equipment and services in state including the following areas: Dartmouth, Bi-State Primary Care Association, Home Health, Mental Health and Specialized Agencies, public and private providers, payers, and education/research. Contractor will assess the degree to which the equipment is implemented and used, and barriers to expanded use.
 - a. The scope will include: medical (traditional, mental health and substance abuse, and more), human services, monitoring, distance learning.
 - b. The assessment will include current telehealth practices within the State and innovation around the country.
 - c. Format shall be such that it can be amended with new information in future years.

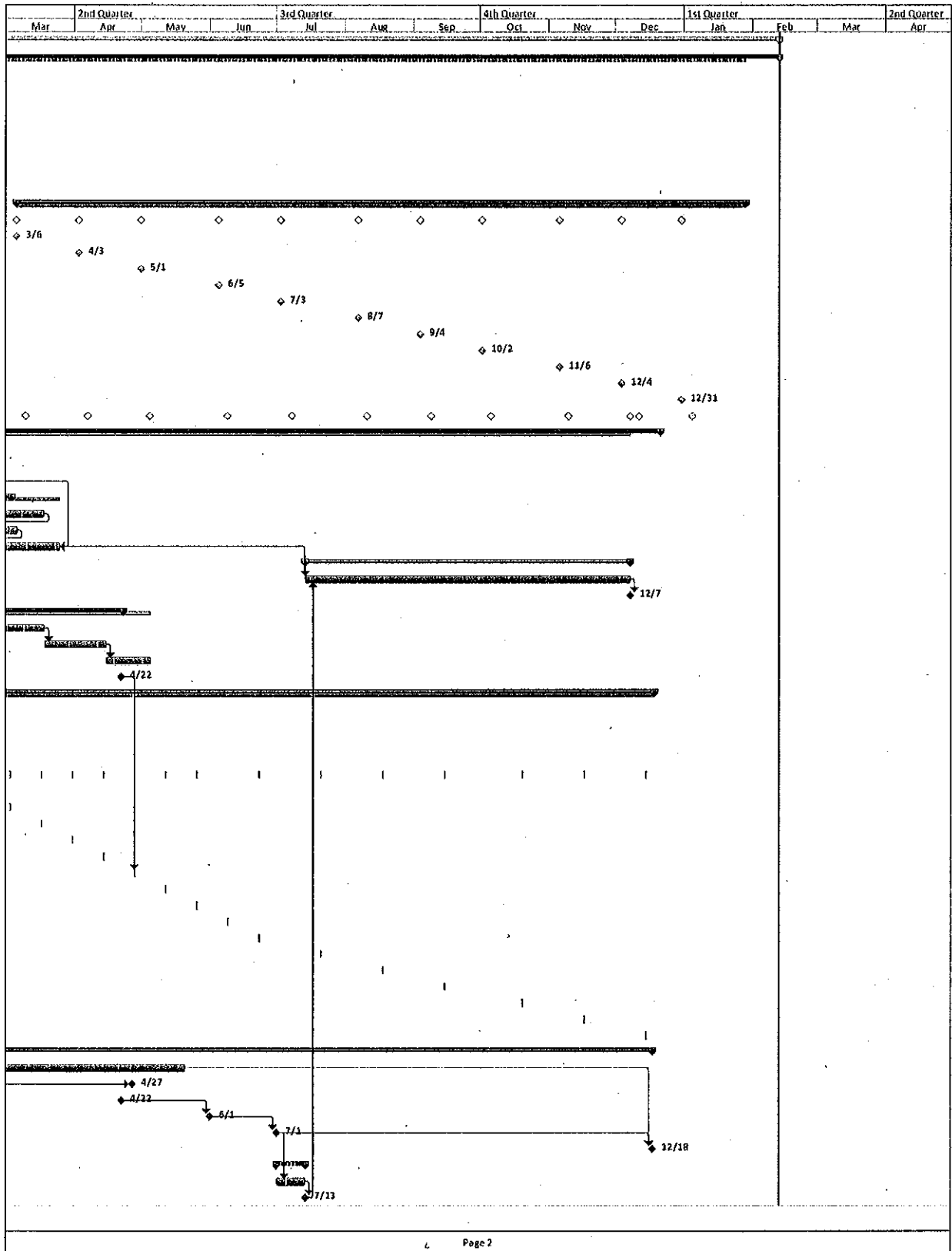
 - 2. Investigate telehealth data systems, analyze options for a common statewide solution, and recommend steps or phases to implement such a solution over time.

 - 3. Develop a statewide telehealth/telemedicine strategy by 7/1/15.
 - a. Identify goals and objectives; address barriers and issues (such as interstate licensing, payment, allowable originating sites, remote patient monitoring, culture and practice patterns, security/privacy, and broadband); and make recommendations for future projects and initiatives.
 - b. Convene a telehealth/telemedicine steering committee to guide the development of statewide telehealth/telemedicine strategies and projects.

 - 4. Develop the SOW portion of an RFP and a proposal evaluation tool for an RFP for telehealth pilot projects that would test or further one or both of the following goals:
 - a. Broad and coordinated telehealth programs or initiatives should lead to better access to care and services, better care experiences for patients, better health outcomes for populations, and lower costs, especially in rural areas.
 - b. Common statewide telehealth solutions should lead to more efficient data sharing and more successful programs.

5. The Contractor will perform these tasks according to the following timeline on Pages 4 and 5 of this agreement.

| ID | WBS | Task Name | Duration | Start | Finish | Predecessors | Successors | 1st Quarter | |
|----|----------|---|-------------|--------------|--------------|--------------|------------|-------------|-----|
| | | | | | | | | Jan | Feb |
| 0 | 0 | Vermont Telehealth Planning | 262 days | Sun 2/1/15 | Fri 2/12/16 | | | | |
| 1 | 1 | Task 1.0 Contract Initiation and Reporting | 262 days | Sun 2/1/15 | Fri 2/12/16 | | | | |
| 2 | 1.1 | Post Award Meeting | 1.25 days | Mon 2/2/15 | Tue 2/3/15 | | | | |
| 3 | 1.1.1 | Contract Award | 0 days | Mon 2/2/15 | Mon 2/2/15 | | 4 | | |
| 4 | 1.1.2 | Prepare for and Schedule Kickoff Meeting with DVHA | 1 day | Mon 2/2/15 | Mon 2/2/15 | 3 | 5 | | |
| 5 | 1.1.3 | Conduct Kickoff Meeting with DVHA | 0.25 days | Tue 2/3/15 | Tue 2/3/15 | 4 | 7,38,48,55 | | |
| 6 | 1.2 | Updated Project Plan | 7 days | Mon 2/2/15 | Tue 2/10/15 | | | | |
| 7 | 1.2.1 | Develop Final Project Plan | 2 days | Tue 2/3/15 | Thu 2/5/15 | 5 | | | |
| 8 | 1.2.2 | Submit Final Project Plan | 0 days | Tue 2/3/15 | Tue 2/3/15 | | 9 | | |
| 9 | 1.2.3 | Receive Approval from DVHA | 5 days | Wed 2/4/15 | Tue 2/10/15 | 8 | | | |
| 10 | 1.3 | Monthly Progress Reports and Conference Calls | 227 days | Fri 3/6/15 | Thu 1/28/16 | | | | |
| 11 | 1.3.1 | Submit Monthly Progress Reports | 227 days | Fri 3/6/15 | Thu 1/28/16 | | | | |
| 12 | 1.3.1.1 | Submit Monthly Progress Report 1 | 0 days | Fri 3/6/15 | Fri 3/6/15 | | 24FS+2 da | | |
| 13 | 1.3.1.2 | Submit Monthly Progress Report 2 | 0 days | Fri 4/3/15 | Fri 4/3/15 | | 25FS+2 da | | |
| 14 | 1.3.1.3 | Submit Monthly Progress Report 3 | 0 days | Fri 5/1/15 | Fri 5/1/15 | | 26FS+2 da | | |
| 15 | 1.3.1.4 | Submit Monthly Progress Report 4 | 0 days | Fri 6/5/15 | Fri 6/5/15 | | 27FS+2 da | | |
| 16 | 1.3.1.5 | Submit Monthly Progress Report 5 | 0 days | Fri 7/3/15 | Fri 7/3/15 | | 28FS+2 da | | |
| 17 | 1.3.1.6 | Submit Monthly Progress Report 6 | 0 days | Fri 8/7/15 | Fri 8/7/15 | | 29FS+2 da | | |
| 18 | 1.3.1.7 | Submit Monthly Progress Report 7 | 0 days | Fri 9/4/15 | Fri 9/4/15 | | 30FS+2 da | | |
| 19 | 1.3.1.8 | Submit Monthly Progress Report 8 | 0 days | Fri 10/2/15 | Fri 10/2/15 | | 31FS+2 da | | |
| 20 | 1.3.1.9 | Submit Monthly Progress Report 9 | 0 days | Fri 11/6/15 | Fri 11/6/15 | | 32FS+2 da | | |
| 21 | 1.3.1.10 | Submit Monthly Progress Report 10 | 0 days | Fri 12/4/15 | Fri 12/4/15 | | 33FS+2 da | | |
| 22 | 1.3.1.11 | Submit Monthly Progress Report 11 | 0 days | Thu 12/31/15 | Thu 12/31/15 | | 34FS+2 da | | |
| 23 | 1.3.2 | Conduct Monthly Conference Call with DVHA | 208 days | Mon 3/9/15 | Thu 12/31/15 | | | | |
| 36 | 2 | Task 2.0 Statewide Assessment of Equipment and Services | 224.75 days | Mon 2/2/15 | Mon 12/21/15 | | | | |
| 37 | 2.1 | Define Current Landscape | 11 days | Sun 2/1/15 | Fri 2/13/15 | | | | |
| 38 | 2.1.1 | Meet and Interview Vermont Telehealth Stakeholders | 2 days | Tue 2/3/15 | Thu 2/5/15 | 5 | 39SS | | |
| 39 | 2.1.2 | Collate Data from Interviews | 6 days | Fri 2/6/15 | Fri 2/13/15 | 38SS | 43FF | | |
| 40 | 2.2 | Inventory of National Innovation and Programs | 22 days | Sun 2/1/15 | Tue 3/3/15 | | | | |
| 41 | 2.2.1 | Identify National Programs and Review Telehealth Journals | 30 days | Tue 3/3/15 | Wed 3/18/15 | 5 | 42SS,43FS | | |
| 42 | 2.2.2 | Identify Potential Barriers to Widespread Telehealth Use | 22 days | Tue 3/3/15 | Fri 3/6/15 | 41SS | 43FS-15 d | | |
| 43 | 2.2.3 | Develop and Populate Database on Inventory Survey Results | 20 days | Wed 2/25/15 | Wed 3/25/15 | 41FS-15 d | 45 | | |
| 44 | 2.3 | Final Report | 102 days | Tue 7/14/15 | Mon 12/7/15 | | | | |
| 45 | 2.3.1 | Develop Final Report | 102 days | Tue 7/14/15 | Mon 12/7/15 | 83,43 | 46 | | |
| 46 | 2.3.2 | Deliver Final Report | 0 days | Mon 12/7/15 | Mon 12/7/15 | 45 | | | |
| 47 | 3 | Task 3.0 Telehealth Data Systems Options and Recommendations | 58 days | Sun 2/1/15 | Wed 4/22/15 | | | | |
| 48 | 3.1 | Investigate Telehealth Data Systems | 30 days | Tue 2/3/15 | Wed 3/18/15 | 5 | 49 | | |
| 49 | 3.2 | Analyze Options for a Common Statewide Solution | 20 days | Wed 3/18/15 | Wed 4/15/15 | 48 | 50 | | |
| 50 | 3.3 | Recommend Steps to Implement Solution (if appropriate) | 14 days | Wed 4/15/15 | Tue 5/5/15 | 49 | | | |
| 51 | 3.4 | Deliver Options and Recommendations to Steering Committee | 0 days | Wed 4/22/15 | Wed 4/22/15 | | 63 | | |
| 52 | 4 | Task 4.0 Steering Committee and Statewide Telehealth Strategy | 224 days | Mon 2/2/15 | Fri 12/18/15 | | | | |
| 53 | 4.1 | Impanel and Charter Steering Committee | 1 day | Fri 2/6/15 | Fri 2/6/15 | | | | |
| 54 | 4.2 | Prepare for Initial Steering Committee Meeting | 11.25 days | Mon 2/2/15 | Wed 2/18/15 | | | | |
| 55 | 4.2.1 | Prepare for and Coordinate Initial Steering Committee Meeting | 10 days | Tue 2/3/15 | Wed 2/18/15 | 5 | | | |
| 56 | 4.2.2 | Distribute Materials to Steering Committee | 0 days | Mon 2/2/15 | Mon 2/2/15 | | | | |
| 57 | 4.3 | Conduct Telehealth/Telemedicine Steering Committee Meeting | 214 days | Tue 2/17/15 | Fri 12/18/15 | | | | |
| 58 | 4.3.1 | Conduct Telehealth/Telemedicine Steering Committee Meeting 1 | 0.25 days | Tue 2/17/15 | Tue 2/17/15 | | | | |
| 59 | 4.3.2 | Conduct Telehealth/Telemedicine Steering Committee Meeting 2 | 0.25 days | Tue 3/3/15 | Tue 3/3/15 | | | | |
| 60 | 4.3.3 | Conduct Telehealth/Telemedicine Steering Committee Meeting 3 | 0.25 days | Tue 3/17/15 | Tue 3/17/15 | | | | |
| 61 | 4.3.4 | Conduct Telehealth/Telemedicine Steering Committee Meeting 4 | 0.25 days | Tue 3/31/15 | Tue 3/31/15 | | | | |
| 62 | 4.3.5 | Conduct Telehealth/Telemedicine Steering Committee Meeting 5 | 0.25 days | Tue 4/14/15 | Tue 4/14/15 | | | | |
| 63 | 4.3.6 | Conduct Telehealth/Telemedicine Steering Committee Meeting 6 | 0.25 days | Tue 4/28/15 | Tue 4/28/15 | 51 | | | |
| 64 | 4.3.7 | Conduct Telehealth/Telemedicine Steering Committee Meeting 7 | 0.25 days | Tue 5/12/15 | Tue 5/12/15 | | | | |
| 65 | 4.3.8 | Conduct Telehealth/Telemedicine Steering Committee Meeting 8 | 0.25 days | Tue 5/26/15 | Tue 5/26/15 | | | | |
| 66 | 4.3.9 | Conduct Telehealth/Telemedicine Steering Committee Meeting 9 | 0.25 days | Tue 6/9/15 | Tue 6/9/15 | | | | |
| 67 | 4.3.10 | Conduct Telehealth/Telemedicine Steering Committee Meeting 10 | 0.25 days | Tue 6/23/15 | Tue 6/23/15 | | | | |
| 68 | 4.3.11 | Conduct Telehealth/Telemedicine Steering Committee Meeting 11 | 0.25 days | Tue 7/21/15 | Tue 7/21/15 | | | | |
| 69 | 4.3.12 | Conduct Telehealth/Telemedicine Steering Committee Meeting 12 | 0.15 days | Tue 8/18/15 | Tue 8/18/15 | | | | |
| 70 | 4.3.13 | Conduct Telehealth/Telemedicine Steering Committee Meeting 13 | 0.15 days | Tue 9/15/15 | Tue 9/15/15 | | | | |
| 71 | 4.3.14 | Conduct Telehealth/Telemedicine Steering Committee Meeting 14 | 0.15 days | Tue 10/20/15 | Tue 10/20/15 | | | | |
| 72 | 4.3.15 | Conduct Telehealth/Telemedicine Steering Committee Meeting 15 | 0.15 days | Tue 11/17/15 | Tue 11/17/15 | | | | |
| 73 | 4.3.16 | Conduct Telehealth/Telemedicine Steering Committee Meeting 16 | 0.15 days | Tue 12/15/15 | Tue 12/15/15 | | | | |
| 74 | 4.4 | Develop and Deliver Statewide Telehealth Strategy | 216 days | Wed 2/11/15 | Fri 12/18/15 | | | | |
| 75 | 4.4.1 | Develop Statewide Telehealth Strategy | 70 days | Wed 2/11/15 | Wed 5/20/15 | | 80,76SS | | |
| 76 | 4.4.2 | Deliver Draft Outline (PowerPoint) of Statewide Telehealth Strategy | 0 days | Mon 4/27/15 | Mon 4/27/15 | 75SS | | | |
| 77 | 4.4.3 | Receive input from HIT/HIE Steering Committee | 0 days | Wed 4/22/15 | Wed 4/22/15 | | 78 | | |
| 78 | 4.4.4 | Receive input from CORE | 0 days | Mon 6/1/15 | Mon 6/1/15 | 77 | 79 | | |
| 79 | 4.4.5 | Deliver Final Outline (PowerPoint) of Statewide Telehealth Strategy | 0 days | Wed 7/1/15 | Wed 7/1/15 | 78 | 82,80 | | |
| 80 | 4.4.6 | Deliver Statewide Telehealth Strategy | 0 days | Fri 12/18/15 | Fri 12/18/15 | 75,79 | | | |
| 81 | 5 | Task 5.0 RFP for Telehealth Pilot Projects | 8 days | Wed 7/1/15 | Mon 7/13/15 | | | | |
| 82 | 5.1 | Develop an RFP SOW for Telehealth Pilot Projects | 8 days | Wed 7/1/15 | Mon 7/13/15 | 79 | 83 | | |
| 83 | 5.2 | Deliver RFP SOW | 0 days | Mon 7/13/15 | Mon 7/13/15 | 82 | 45 | | |



II. Deliverables:

1. Submit a Task Order for the first month of the contract one week prior to the official start date.
2. Submit the following documents on the 15th of each month:
 - a. Monthly Task Order indicating what work is to be done (for example, on March 15, submit the Task Order for April)
 - b. Monthly progress report confirming what work was accomplished in the prior month (for example, on March 15, submit the progress report for February)
3. Participate in monthly HIE/HIT work group meetings, and sub work-group meetings as needed.

III. Task Orders

Services performed pursuant to a task order clarify and expand upon the Scope of Work otherwise already described in this Agreement. Task orders shall not be used to change the maximum amount under this agreement, nor to add to the Scope of Work. Both parties recognize that the task order process does not obviate the need for State or federal regulatory review of amendments to the scope, budget, or maximum amount of this agreement.

A request for a task order proposal shall be submitted to the Contractor by the State or to the State from the Contractor. Upon review of the proposal, the State and Contractor must complete the Task Order Form (Appendix I). The Contractor has the right to submit modifications or deny any Task Order submitted by the State. The State can submit modifications or deny proposed Task Order submitted by the Contractor. The final Task Order document shall not be effective until it is signed by the Contractor, the State Authorized Representative, the Office of the Attorney General, and the DVHA Business Office. The Task Order must indicate: scope, source of funds, payment provisions, points of contact, ownership of data and any applicable data use agreement, and project specifics. No task order may increase the maximum amount payable under this contract, deviate from or add to the scope of this contract, or deviate from any term in any part or attachment to or of this contract. The task order process shall not be used in lieu of the amendment process where in the sole discretion and judgment of the State an amendment is appropriate. Each Task Order must clearly define payment either by rate per hour or deliverable received and approved. Each Task Order must be pre-approved before any work shall begin. Services performed pursuant to a Task Order shall not be eligible for reimbursement unless the Task Order is signed by all representatives listed within this section.

A Task Order may assign a Project Manager, who will act as the Authorized State Representative, solely per that task and up to the maximum amount per that task. The Project Manager assigned to a specific Task Order is the sole person authorized to assign work to the Contractor under that particular Task Order. Changes to a Task Order shall be accomplished by written modification as agreed to by both parties and will be reflected in a new Task Order.

The State Authorized Representative is:

Georgia J. Maheras, Esq., Project Director
Vermont Health Care Innovation Project
georgia.maheras@state.vt.us
802-505-5137

IV. Monthly Reporting

- a. The Contractor shall participate in a conference call each month with the State regarding work under this agreement. The purpose of these calls is to discuss administrative and project issues as they arise and to report preliminary findings of analyses as they become available.
- b. More frequent calls may be needed during active periods of the project.
- c. The Contractor shall submit monthly Status Reports outlining all work accomplished during the previous month. The Report should detail hours expended against the Task Order for each staffing category identified:
 - i. Total hours authorized under the Task Order.
 - ii. Hours expended during the previous month.
 - iii. Total hours expended under the Contract to date.

These reports are to be submitted electronically to the VHCIP Project Director within 15 business days after the end of the month. These monthly progress reports shall be consistent with the work billed on the monthly vouchers.

- d. At a minimum, monthly progress reports shall cover the following items:
 - i. Activities related to consultation and support related to each Awardee supported by this contract.
 - ii. Activities planned for the forthcoming month.
 - iii. Contractor's expectations of the State Staff during the forthcoming month (e.g., review of deliverables submitted, delivery of data or other items).
 - iv. Any problems or delays – encountered or foreseeable – that may affect contract performance.
 - v. Budget discrepancies greater than ten percent, i.e., cost overruns or underruns.
- e. Additional planning and coordination meetings may be required during the course of the contract, depending on the State's needs.

V. Contract Administration Data – Key Personnel (See Attachment B for key personnel list and hourly rates):

- a. The key personnel specified in this contract are considered to be essential to work performance. At least 30 days prior to diverting any of the specified individuals to other programs or contracts (or as

soon as possible, if an individual must be replaced, for example, as a result of leaving the employ of the Contractor), the Contractor shall notify the VHCIP Project Director and shall submit comprehensive justification for the diversion or replacement request (including proposed substitutions for key personnel) to permit evaluation by the State of the impact on performance under this contract. The Contractor shall not divert or otherwise replace any key personnel without the written consent of the Contracting Officer. The State may modify the contract to add or delete key personnel at the request of the Contractor or Government.

VI. Ad Hoc Tasks:

The State shall define deliverables as aligned in the scope of work by meeting with the Contractor on a bi-weekly basis in order to define and confirm inclusion of additional deliverable development as identified by the State. Ad hoc tasks shall be reduced to writing and approved by both parties on a task order form and added to the work plan on a bi-weekly basis.

VII. Performance Expectations:

The scopes of work and technical assistance provided by the Contractor shall contain specific deliverables, due dates and performance measures, and shall serve as the basis for quality assurance and a means for monitoring the contractor's performance throughout the duration of this contract.

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

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

The Contractors single point of technical contact is:

Karen Bell
JBS International, Inc.
5515 Security Lane, Suite 800
North Bethesda, MD 20852
kbell@jbsinternational.com

Contract business matters contact is:

Vicki Rattley
JBS International, Inc.
5515 Security Lane, Suite 800
North Bethesda, MD 20852
vrattley@jbsinternational.com

The Contractor shall work with other State staff and State Contractors as requested by the State.

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

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

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

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 Request for Approval to Subcontract Form.(Appendix I – Required Forms) in order to seek approval from the State prior to signing an agreement with a third party. Upon receipt of the Request for Approval to Subcontract Form, the State shall review and respond within five (5) business days. Under no circumstance shall the Contractor enter into a sub-agreement without prior authorization from the State. The Contractor shall submit the Request for Approval to Subcontract Form to:

Jessica Mendizabal
Contracts & Grants Administrator
Department of Vermont Health Access (DVHA)
312 Hurricane Lane
Williston, VT 05495-2087
Jessica.mendizabal@state.vt.us
(o) 802-878-7958

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

**ATTACHMENT B
PAYMENT PROVISIONS**

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

1. Contractor invoices shall be submitted monthly and shall include the number of hours worked during the specified billing period and the total amount billed. There are no monthly minimums or maximums. If Contractor doesn't do any work in a given month, the State shall not be charged.
2. Contractor's hourly rate is inclusive of all direct costs but is exclusive of travel. The State shall pay the Contractor at the rate of:
 - a. Karen Bell, Project Director: \$202.13/hour
 - b. David Wanser, Subject Matter Expert: \$148.84/hour
 - c. Irish Chai, Data Analyst: \$52.64/hour

3. REQUIREMENTS FOR TRAVEL AND EXPENDITURE REIMBURSEMENT

- a. This agreement requires that you attain prior approval for all travel.
- b. At least seven (7) days prior to the anticipated date of travel; the Contractor must submit a request in writing to the State authorized representative referenced in your agreement to seek approval from the State for any travel paid for under this agreement. Under no circumstance shall the contractor travel without prior authorization from the State.
- c. Payments and/or reimbursement for lodging, airfare, training/registration and other expenses shall only be issued after all supporting documentation and receipts are received and accepted by the State.

Meals are not an allowable expense under this agreement.

Invoices with approved expenses shall be accompanied by a Travel and Expense Form (Appendix I: Required Forms).

- d. All travel mileage and associated travel expenses shall not exceed the State approved mileage rates at the time at which the expense occurred. The Contractor is responsible for submitting invoices in compliance with the current mileage rates, which change periodically.

As of April, 2015, these rates are as follows:

- i. Mileage reimbursement = \$.575/mile
 - ii. Current rates can be found at:
http://humanresources.vermont.gov/salary/compensation/expense_reimbursement.
 - iii. This agreement requires that you submit to your Contract Administrator a copy of your Travel Policies no later than 30 days after contract execution.
4. Up to 10% indirect charges are the maximum allowable indirect charge limit for this contract.
 5. No benefits or insurance will be reimbursed by the State.
 6. All invoices shall reference this contract number, include accurate date of submission, invoice number, task order reference, amount billed for each deliverable and total amount billed. Invoices should be submitted electronically to:

Jessica Mendizabal, Contracts and Grants Administrator
Department of Vermont Health Access
jessica.mendizabal@state.vt.us
 7. The total maximum amount payable under this contract shall not exceed \$140,442.

**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 **\$N/A** per occurrence, and **\$N/A** aggregate.

8. Reliance by the State on Representations: All payments by the State under this Agreement will be made in reliance upon the accuracy of all prior representations by the Party, including but not limited to bills, invoices, progress reports and other proofs of work.

9. Requirement to Have a Single Audit: In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, the Subrecipient will complete the Subrecipient Annual Report annually within 45 days after its fiscal year end, informing the State of Vermont whether or not a Single Audit is required for

the prior fiscal year. If a Single Audit is required, the Subrecipient will submit a copy of the audit report to the granting Party within 9 months. If a single audit is not required, only the Subrecipient Annual Report is required.

For fiscal years ending before December 25, 2015, a Single Audit is required if the subrecipient expends \$500,000 or more in federal assistance during its fiscal year and must be conducted in accordance with OMB Circular A-133. For fiscal years ending on or after December 25, 2015, a Single Audit is required if the subrecipient expends \$750,000 or more in federal assistance during its fiscal year and must be conducted in accordance with 2 CFR Chapter I, Chapter II, Part 200, Subpart F. The Subrecipient Annual Report is required to be submitted within 45 days, whether or not a Single Audit is required.

- 10. Records Available for Audit:** The Party shall maintain all records pertaining to performance under this agreement. "Records" means any written or recorded information, regardless of physical form or characteristics, which is produced or acquired by the Party in the performance of this agreement. Records produced or acquired in a machine readable electronic format shall be maintained in that format. The records described shall be made available at reasonable times during the period of the Agreement and for three years thereafter or for any period required by law for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.
- 11. Fair Employment Practices and Americans with Disabilities Act:** Party agrees to comply with the requirement of Title 21V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable. Party shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990, as amended, that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the Party under this Agreement. Party further agrees to include this provision in all subcontracts.
- 12. Set Off:** The State may set off any sums which the Party owes the State against any sums due the Party under this Agreement; provided, however, that any set off of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided hereinafter.
- 13. Taxes Due to the State:**

 - a. Party understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.
 - b. Party certifies under the pains and penalties of perjury that, as of the date the Agreement is signed, the Party is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.
 - c. Party understands that final payment under this Agreement may be withheld if the Commissioner of Taxes determines that the Party is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.

- d. Party also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Party has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Party has no further legal recourse to contest the amounts due.

14. **Child Support:** (Applicable if the Party is a natural person, not a corporation or partnership.) Party states that, as of the date the Agreement is signed, he/she:

- a. is not under any obligation to pay child support; or
- b. is under such an obligation and is in good standing with respect to that obligation; or
- c. has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan.

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

15. **Sub-Agreements:** Party shall not assign, subcontract or subgrant the performance of this Agreement or any portion thereof to any other Party without the prior written approval of the State. Party also agrees to include in all subcontract or subgrant agreements a tax certification in accordance with paragraph 13 above.

16. **No Gifts or Gratuities:** Party shall not give title or possession of any thing of substantial value (including property, currency, travel and/or education programs) to any officer or employee of the State during the term of this Agreement.

17. **Copies:** All written reports prepared under this Agreement will be printed using both sides of the paper.

18. **Certification Regarding Debarment:** Party certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, neither Party nor Party's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in federal programs, or programs supported in whole or in part by federal funds.

Party further certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, Party is not presently debarred, suspended, nor named on the State's debarment list at:
<http://bgs.vermont.gov/purchasing/debarment>

19. **Certification Regarding Use of State Funds:** In the case that Party is an employer and this Agreement is a State Funded Grant in excess of \$1,001, Party certifies that none of these State funds will be used to interfere with or restrain the exercise of Party's employee's rights with respect to unionization.

20. **Internal Controls:** In the case that this Agreement is an award that is funded in whole or in part by Federal funds, in accordance with 2 CFR Part II, §200.303, the Party must establish and maintain effective internal control over the Federal award to provide reasonable assurance that the Party is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the award. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States and the "Internal Control

Integrated Framework", issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

21. **Mandatory Disclosures:** In the case that this Agreement is an award funded in whole or in part by Federal funds, in accordance with 2CFR Part II, §200.113, Party must disclose, in a timely manner, in writing to the State, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures may result in the imposition of sanctions which may include disallowance of costs incurred, withholding of payments, termination of the Agreement, suspension/debarment, etc.
22. **Conflict of Interest:** Party must disclose in writing any potential conflict of interest in accordance with Uniform Guidance §200.112, Bulletin 5 Section IX and Bulletin 3.5 Section IV.B.

Attachment C_3-1-2015_rev

**ATTACHMENT E
BUSINESS ASSOCIATE AGREEMENT**

This Business Associate Agreement ("Agreement") is entered into by and between the State of Vermont Agency of Human Services, operating by and through its **Department of Vermont Health Access** ("Covered Entity") and **JBS International, Inc.** ("Business Associate") as of February 16, 2015 ("Effective Date"). This Agreement supplements and is made a part of the contract/grant to which it is attached.

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

The parties agree as follows:

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

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

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

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

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

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

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

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

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

2. **Identification and Disclosure of Privacy and Security Offices.** Business Associate and Subcontractors shall

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

3. Permitted and Required Uses/Disclosures of PHI.

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

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

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

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

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

6. Documenting and Reporting Breaches.

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

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

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

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

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

8. Providing Notice of Breaches.

8.1 If Covered Entity determines that an impermissible acquisition, access, use or disclosure of PHI for

which one of Business Associate's employees or agents was responsible constitutes a Breach as defined in 45 CFR § 164.402, and if requested by Covered Entity, Business Associate shall provide notice to the individual(s) whose PHI has been the subject of the Breach. When requested to provide notice, Business Associate shall consult with Covered Entity about the timeliness, content and method of notice, and shall receive Covered Entity's approval concerning these elements. The cost of notice and related remedies shall be borne by Business Associate.

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

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

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

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

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

10. **Access to PHI.** Business Associate shall provide access to PHI in a Designated Record Set to Covered Entity

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

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

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

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

14. Termination.

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

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

such breach.

15. Return/Destruction of PHI.

15.1 Business Associate in connection with the expiration or termination of the contract or grant shall return or destroy, at the discretion of the Covered Entity, all PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity pursuant to this contract or grant that Business Associate still maintains in any form or medium (including electronic) within thirty (30) days after such expiration or termination. Business Associate shall not retain any copies of the PHI. Business Associate shall certify in writing for Covered Entity (1) when all PHI has been returned or destroyed and (2) that Business Associate does not continue to maintain any PHI. Business Associate is to provide this certification during this thirty (30) day period.

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

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

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

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

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

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

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

18. Miscellaneous.

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

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

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

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

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

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

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

18.8 The provisions of this Agreement that by their terms encompass continuing rights or responsibilities shall survive the expiration or termination of this Agreement. For example: (a) the provisions of this

Agreement shall continue to apply if Covered Entity determines that it would be infeasible for Business Associate to return or destroy PHI as provided in Section 14.2 and (b) the obligation of Business Associate to provide an accounting of disclosures as set forth in Section 11 survives the expiration or termination of this Agreement with respect to accounting requests, if any, made after such expiration or termination.

(Rev: 5/5/15)

ATTACHMENT F
AGENCY OF HUMAN SERVICES' CUSTOMARY CONTRACT PROVISIONS

1. **Agency of Human Services – Field Services Directors** will share oversight with the department (or field office) that is a party to the contract for provider performance using outcomes, processes, terms and conditions agreed to under this contract.
2. **2-1-1 Data Base:** The Contractor providing a health or human services within Vermont, or near the border that is readily accessible to residents of Vermont, will provide relevant descriptive information regarding its agency, programs and/or contact and will adhere to the "Inclusion/Exclusion" policy of Vermont's United Way/Vermont 211. If included, the Contractor will provide accurate and up to date information to their data base as needed. The "Inclusion/Exclusion" policy can be found at www.vermont211.org.
3. **Medicaid Program Contractors: Inspection of Records:** Any contracts accessing payments for services through the Global Commitment to Health Waiver and Vermont Medicaid program must fulfill state and federal legal requirements to enable the Agency of Human Services (AHS), the United States Department of Health and Human Services (DHHS) and the Government Accounting Office (GAO) to:

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

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

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

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

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

4. **Non-discrimination Based on National Origin as evidenced by Limited English Proficiency.** The Contractor agrees to comply with the non-discrimination requirements of Title VI of the Civil Rights Act of 1964, 42 USC Section 2000d, et seq., and with the federal guidelines promulgated pursuant to Executive Order 13166 of 2000, which require that contractors and subcontractors receiving federal funds must assure that persons with limited English proficiency can meaningfully access services. To the extent the Contractor provides assistance to individuals with limited English proficiency through the use of oral or written translation or interpretive services in compliance with this requirement, such individuals cannot be required to pay for such services.
5. **Voter Registration.** When designated by the Secretary of State, the Contractor agrees to become a voter registration agency as defined by 17 V.S.A. §2103 (41), and to comply with the requirements of state and federal law pertaining to such agencies.
6. **Drug Free Workplace Act.** The Contractor will assure a drug-free workplace in accordance with 45 CFR Part 76.

7. **Privacy and Security Standards.**

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

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

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

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

8. **Abuse Registry.** The Contractor agrees not to employ any individual, use any volunteer, or otherwise provide reimbursement to any individual in the performance of services connected with this agreement, who provides care, custody, treatment, transportation, or supervision to children or vulnerable adults if there is a substantiation of abuse or neglect or exploitation against that individual. The Contractor will check the Adult Abuse Registry in the Department of Disabilities, Aging and Independent Living. Unless the Contractor holds a valid child care

license or registration from the Division of Child Development, Department for Children and Families, the Contractor shall also check the Central Child Protection Registry. (See 33 V.S.A. §4919(a)(3) & 33 V.S.A. §6911(c)(3)).

9. **Reporting of Abuse, Neglect, or Exploitation.** Consistent with provisions of 33 V.S.A. §4913(a) and §6903, any agent or employee of a Contractor who, in the performance of services connected with this agreement, has contact with clients or is a caregiver and who has reasonable cause to believe that a child or vulnerable adult has been abused or neglected as defined in Chapter 49 or abused, neglected, or exploited as defined in Chapter 69 of Title 33 V.S.A. shall make a report involving children to the Commissioner of the Department for Children and Families within 24 hours or a report involving vulnerable adults to the Division of Licensing and Protection at the Department of Disabilities, Aging, and Independent Living within 48 hours. This requirement applies except in those instances where particular roles and functions are exempt from reporting under state and federal law. Reports involving children shall contain the information required by 33 V.S.A. §4914. Reports involving vulnerable adults shall contain the information required by 33 V.S.A. §6904. The Contractor will ensure that its agents or employees receive training on the reporting of abuse or neglect to children and abuse, neglect or exploitation of vulnerable adults.
10. **Intellectual Property/Work Product Ownership.** All data, technical information, materials first gathered, originated, developed, prepared, or obtained as a condition of this agreement and used in the performance of this agreement - including, but not limited to all reports, surveys, plans, charts, literature, brochures, mailings, recordings (video or audio), pictures, drawings, analyses, graphic representations, software computer programs and accompanying documentation and printouts, notes and memoranda, written procedures and documents, which are prepared for or obtained specifically for this agreement - or are a result of the services required under this grant - shall be considered "work for hire" and remain the property of the State of Vermont, regardless of the state of completion - unless otherwise specified in this agreement. Such items shall be delivered to the State of Vermont upon 30 days notice by the State. With respect to software computer programs and / or source codes first developed for the State, all the work shall be considered "work for hire," i.e., the State, not the Contractor or subcontractor, shall have full and complete ownership of all software computer programs, documentation and/or source codes developed.

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

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

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

The Contractor will ensure the physical and data security associated with computer equipment - including desktops, notebooks, and other portable devices - used in connection with this agreement. The Contractor

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

12. **Computing and Communication:** The Contractor shall select, in consultation with the Agency of Human Services' Information Technology unit, one of the approved methods for secure access to the State's systems and data, if required. Approved methods are based on the type of work performed by the Contractor as part of this agreement. Options include, but are not limited to:
1. Contractor's provision of certified computing equipment, peripherals and mobile devices, on a separate Contractor's network with separate internet access. The Agency of Human Services' accounts may or may not be provided.
 2. State supplied and managed equipment and accounts to access state applications and data, including State issued active directory accounts and application specific accounts, which follow the National Institutes of Standards and Technology (NIST) security and the Health Insurance Portability & Accountability Act (HIPAA) standards.

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

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

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

15. **Environmental Tobacco Smoke.** Public Law 103-227, also known as the Pro-children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, child care, early childhood development

services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through state or local governments, by federal grant, contract, loan or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such Federal funds.

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

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

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

Attachment F - Revised AHS -12/10/10

**Appendix I – Required Forms
Department of Vermont Health Access
Request for Approval to Subcontract**

Date of Request: _____

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

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

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

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

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

Business Office Review

Comments: _____

Approval: _____ Title: _____ Date: _____

*State of Vermont, Contract for Personal Services
 Department of Vermont Health Access*

Task Order XXX (Month)

| | |
|--------------------|-------------------------------|
| Task Title: | HIE Work Group - Telemedicine |
| Contractor: | JBS International, Inc. |
| Contract #: | |
| Duration: | |
| Cost: | Estimated XXXX |

Scope of Work

Deliverables

Payment Provisions

| | | |
|-----------------------------|--------------------|-------|
| JBS International, Inc. | Jerri Shaw | |
| Approval Signature | | Date: |
| State Authorized Rep: | Georgia Maheras | |
| Approval Signature | | Date: |
| DVHA Contract Administrator | Jessica Mendizabal | |
| Approval Signature | | Date: |

Comments:

| Travel and Expense Form | | | | | | | | | | | | | |
|----------------------------|-----------------|---|--|-------------|--------------|-------|--------|---|---------|---------------------------|-------|-------|----|
| Contractor Name: | | | | | | | | | | Invoice #: | | | |
| Starting Location Address: | | | | | | | | | | Invoice Date: | | | |
| Contract Number: | | | | | | | | | | | | | |
| | | | Travel | | | | | Other Expenses (Receipts Required) | | | | | |
| | | | State rate effective beginning 1/1/15: .575/mile | | | | | Receipts Required for Expenses In Categories Listed Below | | | | | |
| Travel Start Date | Travel End Date | Description (name of meeting, reason for travel, etc.) | Starting Location | Destination | End Location | Miles | Amount | Lodging | Airfare | Training/ Registration | Other | Total | |
| | | | | | | | \$ | | | | | | \$ |
| | | | | | | | \$ | | | | | | \$ |
| | | | | | | | \$ | | | | | | \$ |
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| | | | | | | | \$ | | | | | | \$ |
| TOTALS | | | | | | | 0 | \$ | \$ | \$ | \$ | \$ | \$ |

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. 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

Expedited Review Comments for JBS International Contract #28389

| Michael Barber | |
|---|--|
| Issue/Concern | Response |
| Discuss nature of task orders in this contract. | Discussed with Mike how the task order process works and that it is not intended to amend the contract but to define duties in attachment A in more detail. |
| Attachment A, section B.1- more clearly define how the listed organizations relate to the assessment. | Revised language to read "Conduct a statewide assessment of the status of current telehealth technology equipment and services in state including the following areas: Dartmouth, Bi-State Primary Care Association, Home Health, Mental Health and Specialized Agencies, public and private providers, payers, and education/research." |
| Karen Wingate | |
| Issue/Concern | Response |
| 1. Explain how contractor arrived at hourly rates. | Hourly rates are inclusive of all direct costs including cell phones and fringe but are exclusive of travel. |
| 2. Add travel language referencing bulletin 3.4. | New DVHA travel requirements have been added to this agreement and an additional travel reimbursement form has been added to Appendix I. |