

1. **Parties.** This is a contract for services between the State of Vermont, Department for Children and Families – Family Services Division (hereinafter called “State”), and Lund Family Center, with a principal place of business in Burlington, Vermont, (hereinafter called “Contractor”). Contractor’s form of business organization is Corporation. It is Contractor’s responsibility to contact the Vermont Department of Taxes to determine if, by law, Contractor is required to have a Vermont Department of Taxes Business Account Number.

2. **Subject Matter.** The subject matter of this contract is services generally on the subject of Private Non-Medical Institution. Detailed services to be provided by 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 \$831,105.00.

4. **Contract Term.** The period of contractor’s performance shall begin on 07/01/2021 and end on 06/30/2023 with the option to extend for 2 1-year extensions.

5. **Prior Approvals.** This Contract shall not be binding unless and until all requisite prior approvals have been obtained in accordance with current State law, bulletins, and interpretations.

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. **Termination for Convenience.** This contract may be terminated by the State at any time by giving written notice at least thirty (30) days in advance. In such event, Contractor shall be paid under the terms of this contract for all services provided to and accepted by the State prior to the effective date of termination.

8. **Attachments.** This contract consists of 27 pages including the following attachments which are incorporated herein:

Attachment A - Statement of Work

Attachment B - Payment Provisions

Attachment C – “Standard State Provisions for Contracts and Grants” a preprinted form (revision date 12/15/2017)

Attachment D – Modification of Customary Provisions of Attachment C or Attachment F

Attachment E – Business Associate Agreement (N/A)

Attachment F – “AHS Customary Contract Provisions”

Attachment I - Permission to Photo

Attachment J – Notification

Attachment L – Performance Measures

9. **Order of Precedence.** Any ambiguity, conflict or inconsistency between the documents comprising this contract shall be resolved according to the following order of precedence:

- (1) Standard Contract
- (2) Attachment D
- (3) Attachment C (Standard Contract Provisions for Contracts and Grants)
- (4) Attachment A
- (5) Attachment B
- (6) Attachment E (N/A)
- (7) Attachment F
- (8) Attachment I

(10) Attachment L

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

By the State of Vermont:

By the Contractor:

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: Aryka Radke

Name: Patricia Coates

Title: DCF Deputy Commissioner

Title: President and CEO

Email: Aryka.radke@vermont.gov

Email: triciac@lundvt.org

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

**A. STATEMENT OF PURPOSE**

The purpose of this contract with Lund Family Center is to ensure a quality of care and the protection of human rights of residents in Private Non-Medical Institutions (PNMI) located within the State of Vermont.

Contractors are expected to adhere to the Licensing Regulations for Residential Treatment Programs pursuant to 33 VSA, §306 (b) (1) - (7) and 3501 and the Private Non-Medical Institution (PNMI) rules and the Enhanced Family Services Out-Of-Home Treatment Guidelines.

**DEFINITIONS**

**Case Plan** - The child and family specific plan is prepared by the assigned State social worker to address their treatment needs. The State social worker has the responsibility for the development of the plan in collaboration with the local treatment team. In cases of residential group placement, the Plan of Care is a sub-plan for services delivered by the program to address the needs outlined in the overall Case Plan.

**Case Review Committee (CRC)** - The State Case Review Committee reviews requests for publically-funded intensive residential placements for children or adolescents as outlined in the CRC Guidelines and Procedures manual.

**CRC Contact** – State agencies responsible for authorizing the placement of children in the contractor's program are the Department for Children and Families, Family Services Division (DCF), the Department of Mental Health (DMH), and the Agency of Education (DOE). The CRC Contact for DCF is a Client Placement Specialist or designee; for DMH it is the Clinical Care Coordinator; and for DOE it is the Case Review Committee State Coordinator.

**Community Reintegration Period** – Discharge planning begins at the time of initial placement. The Community Reintegration Period is defined from 30 days before planned discharge until 60 days after discharge. The focus of the program efforts is on establishing the child or youth in a stable community placement or alternative as indicated in the Case Plan.

**Licensing Authority** - The Vermont Department for Children and Families, Family Services Division (hereafter, DCF), is the agency of government authorized and responsible for the regulation of Residential Treatment Programs for children/youth.

**Local Educational Agency (LEA)** - a local public school district or a Supervisory Union which supervises multiple schools and/or districts.

**Placement Authorizing Department (PAD)** – A Placement Authorizing Department (PAD) is the governmental entity responsible (solely or in conjunction with another State or local entity) for authorizing the placement of a child in a residential child care facility. PADs include, but are not limited to, the Department for Children and Families, the Department of Developmental and Mental Health Services, the Department of Disabilities, Aging and Independent Living, or the Department of Education in coordination with the Local Education Agency.

**Plan of Care** – As defined in Licensing Regulations for Residential Treatment Programs: A child/youth specific, comprehensive, time-limited, goal oriented, outcome based, individualized plan for the care, treatment and education of a child/youth while in care of a Residential Treatment Program; developed by program employees in collaboration with the child/youth, parent(s), custodian and local treatment team. Further, the Plan of Care is a child/youth specific plan for the delivery of treatment services in the Contractor's program developed by the program in collaboration with the referring agency and the local treatment team. The Plan of Care must define both long-term goals and short-term objectives for the purpose of improving the child's social functioning and development.

**State/local case worker** – For children in the custody of the State, this is the DCF Social Worker. For children in their parent's custody, this is the Designated Agency case manager.

**B. SERVICE DESCRIPTION**

1. Service Description:

The purpose of this contract with Lund Family Center (Lund) is to provide residential treatment for pregnant and parenting mothers and their babies with a range of needs. The Lund program is a residential program for up to three (3) mothers and their babies that addresses the medical, emotional and educational needs of pregnant and parenting young women. Lund Family Center has a licensed capacity of 26. With staff support and guidance, including six (6) counselors, residents learn to be responsible for themselves and their babies and develop the skills to live independently.

2. Target Population and Eligibility Criteria: The target population includes children/youth and their families of varying income levels, racial or ethnic backgrounds, and living environments. Services are available to children/youth from birth to age 18 or up to their 22<sup>nd</sup> birthday if an Extended Care Voluntary Services Agreement for youth post-18 has been negotiated with the responsible department(s) within AHS.
3. Geographical Area: The State of Vermont.
4. Length of Time: The child/youth is intended to be served by the PNMI until such time that it has been determined that the child/youth have made sufficient progress toward meeting their goals and expectations as outlined in their Plan of Care.

**C. SERVICE GOALS AND OUTCOMES**

1. Goals and Objectives
  - a. The primary goal of a PNMI program is to provide residential treatment for children/youth and families with a range of needs to improve their quality of life and help them to return home or to be placed in a new permanent home.
  - b. A PNMI program focus is on treatment and engaging experiences for children/youth within a structured setting. All residents benefit from clinical and educational, as well as personal development and therapeutic recreation.
2. Outcomes
  - a. Expected outcomes during placement include:
    1. Residents are safe and secure.
    2. Residents are involved with family pursuant to the Plan of Care.
    3. Residents receive appropriate educational services.
  - b. Expected outcomes at discharge include:
    1. Residents transition from residential placement to a community based option that meets the best needs of the child/youth pursuant to their discharge plan within the Plan of Care.
  - c. Expected outcomes following discharge include:
    1. Residents are successful in school, family and the community.
    2. Delinquent youth are free from criminal behavior.
3. Deliverables and Outputs
  - a. The program will operate a therapeutic milieu providing residents a structured daily routine and models of pro-social behavior.
  - b. The Contractor will provide a Plan of Care with measurable treatment goals for each child/youth and this will be developed with input from the child, family, and local treatment and educational providers.
  - c. The Contractor will work with the LEA to ensure appropriate educational services are provided.
  - d. The Contractor will maintain accurate records for each child/youth.
  - e. The Contractor will submit, no less than quarterly, the Plan of Care review reports to the placing CRC Contact and placing State/local case worker as applicable for each child/youth.
  - f. The Contractor will develop an aftercare plan with each child/youth's community based team prior to discharge from the program and will assist in implementation of the plan.
  - g. The Contractor will provide program data reports per State of Vermont requirements, including Attachment L, In-State Residential Performance Measures Annual Reporting form by July 30<sup>th</sup> for the prior year services.

**D. SPECIFICATIONS**

1. Service Delivery and Activities
  - a. Physical Plant  
Lund Family Center (Lund) is located in Burlington, Vermont. Contractor will provide a physical plant that meets all the safety and health requirements as appropriate for the population to be served.
  - b. Therapeutic Milieu  
Lund will maintain their licensure with the State of Vermont to provide comprehensive clinical

services, health care, education and case management to pregnant and parenting young women, their children and other key family members in a residential setting.

c. Clinical Services

Lund will provide clinical services to assist women in overcoming mental health issues, identify their strengths and maximize their potential by offering intensive parenting education and support, parenting options counseling, individual therapy for residents and family, couples, and group therapy. Services will be offered by social workers with oversight provided by a masters level licensed clinical social workers.

d. Educational Service

Lund will maintain an onsite, Vermont State approved high school and G.E.D educational program through their New Horizons Educational Program. This program will offer an alternative high school placement, curriculum, post-secondary education support, and GED preparation curriculum tailored to meet the needs of their residents. Additional educational services provided include parent education, transition planning, coordination of intensive support services in the community, job skill training and on site job placements through the Learning Together and Reach Up (welfare to work) programs.

e. Notification

1. The Contractor will abide by the Notification of Critical Incidents. (Attachment J)
2. Telephone contact will be followed up with written notification (letter or secure email) to the appropriate state contact. (Attachment J)
3. Licensing regulations supersede the Agency of Human Services Critical Incident Reporting Requirements for those residential programs that are connected to a Designated Agency.

f. Family Involvement

1. Family members will be included in pre-admission contact, treatment team meetings, the case planning process, clinical interventions, and other components of the treatment program. Documentation in the case file will include any and all family involvement and/or contact.
2. The Contractor will conduct a collaborative assessment of the family's needs for treatment. This information will be incorporated in the child/youth and family's Plan of Care.
3. Contact between Contractor and family will occur, at a minimum, on a weekly basis to ensure contact with the family of the child/youth to support effective communication about the child/youth.
4. The Contractor will provide a contact person for the family who may serve as an advocate for the family during the child/youth's residency.
5. The Contractor will provide services to maximize the opportunity for parent contact with child/youth in the treatment process consistent with the Plan of Care.
6. The Contractor will use formal therapeutic interventions with the child/youth and the family on the treatment issues and therapy approach necessitating the residential placement both during the placement and the specified transition period.
7. The Contractor will assist to facilitate consistent visitation by parents, relatives and friends. For children in State's custody, visitation will be arranged with the collaboration of the assigned State/local case worker in accordance with the case plan and is subject to whatever restrictions the State may impose. For children in their parents' custody, visitation is subject to whatever restrictions the parent/guardian may impose.

2. Mandatory Requirements, Standards and Targets

a. Contracted Capacity to Be Served

1. This contract is to serve up to 3 mothers and her child/children.

b. Availability of Services

1. The Contractor will make available to all residents the full array of services for the entire contract period, 365/366 days per year, unless clearly stated in the program's descriptions.

2. The Contractor will prioritize children/youth from the State of Vermont for residential placement prior to accepting children/youth from an out-of-state location.
  3. The Contractor will secure regular and emergency optical, dental, and medical services for children/youth from physicians participating in the Medicaid program. In no event shall Contractor secure these services beyond the Medicaid coverage limits without the prior authorization of Gainwell Technologies, and the DCF District Director or DMH Clinical Care Coordinator.
- c. Admission
1. Contractor will schedule and conduct an interview with the child/youth and parent(s) within 5 working days after the referral has been received and notify State/local Case Worker and State CRC Contact.
  2. Contractor will accept into its care those children/youth that have been authorized by the State Case Review Committee for referral by the local district/agency and are determined jointly by the State and Contractor to be appropriate for placement.
  3. Contractor will accept the coordinated service plan, and attachments as specified, as sufficient for the purposes of determining admission. Other information may be requested by the Contractor subsequent to placement for the purposes of establishing the case plan.
  4. Admission/denial notification to State/local case worker shall occur verbally within 5 working days of interview.
  5. When admission is denied, the Contractor will convey the reasons for that denial in writing within 10 working days of the interview to the assigned State/local case worker and the State CRC Contact.
  6. Within 5 working days following acceptance of a referral, Contractor will notify the State of the planned admission date or next anticipated opening.
- d. Community Reintegration Responsibilities
1. State/local case worker Responsibilities - The State/local case worker is responsible for monitoring the implementation reintegration as described in the Plan of Care of transition by:
    - a. Participation in treatment team meetings scheduled by the Contractor and State/local case worker. *These meetings should occur at a minimum of four times per year more frequently if necessary based on the individual child/youth needs.*
    - b. Development of a community treatment team (if one does not exist).
    - c. Monitoring of treatment activities specified in the Plan of Care.
    - d. Monitoring the delivery of services to child/youth and family identified in the Case Plan.
    - e. Identification of a post-discharge community and placement resources.
  2. Contractor Responsibilities - The Contractor is responsible for the implementation of reintegration as described in the Plan of Care including the following:
    - a. Contractor will work collaboratively with the State/local case worker to identify potential post discharge placement resources and services to support the child/youth's successful return to their community following the course of treatment. *This process should begin no later than the date of initial placement and will be followed by planning and treatment activities with the family and the State/local case worker in preparation for the child/youth's transition from the program.*
    - b. Coordination with the community treatment team.
    - c. Participation in treatment team meetings both during the placement and for thirty days after discharge from the program.
    - d. Develop a protocol for prescription and use of psychotropic medication. For children/youth in DCF/FSD custody, the Contractor will notify the state caseworker of any medication changes. For children/youth that are not in DCF/FSD custody, the protocol is to include the ability to modify procedure to

- include the family in the decision-making process.
      - e. Assure there is a plan for the provision of psychiatric medication coverage for a minimum 30-day period of time post discharge to avoid lapse in medications.
      - f. Clinical consultation for families, foster families, schools, and others on what strategies and approaches are most effective in working with this particular child/youth, how to best support the child/youth in transitioning back into the community setting, and recommended supports and services for community integration.
      - g. Ensure the family is part of the Plan of Care and offer formal family assessment and therapy, when appropriate.
      - h. Transportation for the child/youth to community services including, but not limited to: therapy, religious services, case plan reviews, recreational activities, court, family visits, and activities.
- e. Discharge
  - 1. Planned Discharge
    - a. Discharge determination will be made at a treatment team meeting that includes the child/youth, family, local treatment providers, State/local case worker and LEA, and will be based upon the child/youth's attainment of the goals identified in the Plan of Care.
    - b. The Contractor will provide the State/local case worker and the CRC Contact the discharge summary no later than the child/youth's discharge date.
  - 2. Early Discharge
    - a. Inappropriate placement: if determined by the treatment team that a child/youth is inappropriate for the program, the Contractor or State may request removal (discharge) in writing stating the reasons for termination of the placement. Formal discharge requests must give a minimum of thirty (30) days notice to allow sufficient time to implement a transition plan for the child/youth and family to an appropriate alternative setting.
    - b. In the event of disagreement between the Contractor and the State/local case worker concerning actual date of discharge, the party requesting the earliest discharge date will convene a treatment team meeting and give written notice to the other party thirty (30) days prior to discharge and include a brief description of the reasons the discharge is being requested.
      - 1. If the discharge is requested by the Contractor, the notice will be sent to the CRC Contact with a copy to the State/local case worker.
      - 2. If the discharge is requested by the State, the notice will be sent to the Admissions Director of the program.
    - c. The Contractor will provide the State/local case worker and the CRC Contact the discharge summary no later than the child/youth's discharge date.
  - 3. Emergency Discharge
    - a. The Contractor will write the discharge summary and submit to the State/local case worker with a copy to the CRC Contact, within 5 business days of the child/youth's discharge date.
    - b. Under no circumstances should the discharge summary be later than 5 business days of the child/youth's discharge date.
    - c. Assure there is a plan for the provision of psychiatric medication coverage for a minimum 30-day period of time post discharge to avoid lapse in medications.
  - 4. Emergency Removal
    - Emergency removal occurs when the presence of an immediate danger of physical or psychological harm to self or others that conflict with the treatment needs of the child/youth to remain with the Contractor.
      - a. Emergency Removal by the Contractor
        - 1. As an important step towards ensuring program stability and safety, the Contractor may request the emergency removal of a child/youth from the program when the following conditions exist and the situation cannot be managed within the program as described in the Contractor's emergency

policies and procedures.

*Criteria/circumstances for removal from the program:*

2. The child/youth has been screened by a mental health professional and has been determined to be in need of a more intensive treatment setting.
  
3. The child/youth is in State custody as a committed child (CC) or unmanageable (UC), and:
  - a. has committed an assaultive type or dangerous offense (to include sexual, physical, arson and property destruction) or;
  - b. presents a continued risk to others at that time or;
  - c. has been charged by a police officer and detained as a delinquent.
  
- b. Emergency Removal by the State
  1. In addition to the circumstances under which the Contractor may request emergency removal, the State may remove a child/youth immediately if s/he has been the victim or perpetrator of physical or sexual abuse in the facility.
  
- c. Emergency Removal - During State Business Hours
  1. During State Business hours the Contractor may request emergency removal under the terms and conditions cited in section 'a' above. In addition, the Contractor may also request emergency removal for the following reasons:
    - a. Child/youth presents as a danger to self or others that cannot be managed within the program.
    - b. Persistent runaways or attempted runaways.
    - c. Child/youth behavior requiring the repeated use of physical restraints by Contractor's staff to safely manage the child/youth.
  
  2. Requests for emergency removal during regular business hours should be made to the child/youth's assigned case worker or supervisor. A decision of removal will be made as soon as possible by the State/local case worker and their supervisor. In the event that removal is not possible at the time of the request, additional supports to the program will be explored to maintain safety within the program.
  
- d. Emergency Removal – After State Business Hours
  1. The child/youth is an adjudicated delinquent in custody or delinquent on probation and is actively threatening to commit or has committed an assaultive type of offense or serious property offense at an intensity requiring police intervention. Requests for emergency removal after hours, on weekends and holidays should be made to the State Family Services Emergency Services Program (ESP). The request, the circumstances surrounding it, and the program's efforts to manage the situation, will be discussed with ESP by the program's manager or designee. A decision of removal will be made as soon as possible by ESP and will be contingent upon the availability of appropriate alternative safe housing. In the event that removal is not possible at the time of the request, additional supports to the program will be explored to maintain safety within the program.
  
- e. Re-Admission to the Program
  1. When a child/youth has been removed from the program by the decision of the treatment team, on an emergency basis, or to receive treatment services unavailable in the program (e.g. substance abuse treatment), the Contractor may elect, in consultation with the State/local case worker, to re-admit the child dependent on the availability of a bed.



Payment to the Contractor at the contract Per Diem rate may occur for up to 15 days with the prior written approval of the State DCF District Director (for youth in State's custody) or CRC Contact (for youth in parent's custody). In exchange for this payment, the Contractor will be under obligation to hold the placement available for the return of the child/youth.

**E. PERFORMANCE MEASURES**

1. Contractor will maintain adequate records to determine whether the following outcomes have been met and will be sent to the State Specialized Services Unit Manager and Agreement Specialist annually on Attachment L by July 30<sup>th</sup> for the prior year services (this form is subject to change over the course of this agreement):
  - a. 70% of children/youth will be discharged to a less restrictive setting/level of care.
  - b. 80% of children/youth have completed an evidenced based clinical measurement tool upon admission, every 6 months, and at discharge; and, Program uses data in clinical outcome measurement.
  - c. 30% of children/youth will have no new admissions to another residential or inpatient hospital setting at 6-months post discharge.
  - d. 100% of youth will have a discharge plan available within 30 days of admission.

**F. PROGRAM ADMINISTRATION AND EVALUATION**

1. A residential treatment program shall have a governing body that has the ultimate authority for the overall operation of the program and is responsible for ensuring the organizations continued compliance with State Licensing Regulations and this contract.
2. Contractor will share annual self-evaluation, required by State Licensing Authority, with State CRC Contact(s).
3. Documentation and Reporting Requirements
  - a. Contractor will provide the initial Plan of Care, quarterly reports, and the discharge summary, sending copies to the State/local case worker and the CRC Contact.
  - b. The Contractor will follow the notification procedures as outlined in Attachment J.
  - c. Prison Rape Elimination Act (PREA). In accordance with State Licensing Regulations and §115.387 of the PREA National Standards, and as applicable to the Contractor, Contractor will collect accurate and uniform data for every allegation of sexual abuse. Contractor will provide sexual abuse and sexual harassment data, admission and adjudication data, and the most recent version of the Survey of Sexual Violence conducted by the Department of Justice to the State Licensing Authority and Juvenile Justice Director no later than January 30 each calendar year. Additionally, Contractor will provide the number of youth service in the calendar year, and the number of those youth that were adjudicated delinquent (unduplicated count).
4. Meeting Requirements
  - a. The Contractor will hold meetings with the State/local case worker, family, program, and members of the treatment team a minimum of four (4) times per year. The schedule of meetings will be set up and distributed to treatment team members by the Contractor within 30 days of resident admission to the program. The purpose of these meetings is to keep members of the treatment team informed, involved, and support a successful transition.
  - b. Contractor will provide a summary of each quarterly meeting to all participants. Contractor will be available to attend State Plan Review Meetings and Hearings as requested by the State Contact.
5. Contractor will exercise a reasonable and prudent parent standard when determining whether to allow a child in foster care to participate in extracurricular, enrichment, cultural, and social activities as required by federal public law 113–183. Contractor will designate at least one employee who is authorized to apply a reasonable and prudent parent standard to decisions involving the participation of the child in age or developmentally appropriate activities, and who is provided with training in how to use and apply the reasonable and prudent parent standard. Contractor should refer to DCF Family Services Policy 75 for additional information and guidance: <http://dcf.vermont.gov/sites/dcf/files/FSD/Policies/75.pdf>.

**G. CONTRACT CONTACTS:**

**Contractor**

<b>Person Authorized to Enter into Agreement with the State of Vermont:</b>		
Name: Patricia Coates		Title: President and CEO
Phone: 8-2-864-7467	Fax: 802-864-1619	E-Mail: triciac@lundvt.org
<b>Contract/Grant Manager for Services to be Performed:</b>		
Name: Courtney Farrell		Title: Director of Residential and Community Treatment
Phone: 802-864-7467	Fax: 802-864-1619	E-Mail: courtneyf@lundvt.org
<b>Program Manager for Services to be Performed:</b>		
Name: Courtney Farrell		Title: Director of Residential and Community Treatment
Phone: 802-864-7467	Fax: 802-864-1619	E-Mail: courtneyf@lundvt.org
<b>Financial Contact:</b>		
Name: Timothy Keefe		Title: Director of Finance
Phone: 802-864-7467	Fax: 802-864-1619	E-Mail: timothyk@lundvt.org

State of Vermont

*Agreement Specialist:*

Nancy Williams (P): 802-585-5585 (E): nancy.williams@vermont.gov

*Specialized Services Unit Manager:*

Melanie D'Amico (P): 802-793-2416 (E): melanie.damico@vermont.gov

*Administrative Assistant:*

Lisa Nisen (P): 802-241-0874 (E): lisa.nisen@vermont.gov

Contact information for Contractor and State may change (people, phone number(s) or e-mail(s) during the agreement term. Should this occur, either Party is to notify the other in a timely manner.

All Financial Inquiries, please e-mail: [carrie.marshia@vermont.gov](mailto:carrie.marshia@vermont.gov)



5. For children/youth in State's custody, as of child/youth's nineteenth birthday, there will be no payment beyond the current provisional foster care rate without prior written approval of the DCF District Director of the placing district.

**C. MAXIMUM CEILING**

1. The program ceiling will not exceed: \$831,105.00

Annual caps as follows:

FY22: 365/days x 3/mothers x \$379.50/daily rate = \$415,552.50

FY23: 365/days x 3/mothers x \$379.50/daily rate = \$415,552.50

**D. CALCULATION OF DAYS OF SERVICE**

A day of service includes the day a child/youth enters the program but does not include the day the child leaves the program.

1. Days on which the child/youth is on an approved visit shall be included as a day of service, but the Contractor shall take responsibility for room and board expenses related to all visits in a licensed foster home.
2. In cases where a child/youth is absent from the program due to runaway or emergency removal and the runaway or emergency removal date has not been the planned discharge date, payment may continue for up to a maximum of fifteen (15) days. Payment discontinuation date will be date notification is received by program by certified mail or other verifiable means.

**E. BILLING**

Contractors should bill as follows (\*):

1. Room and Board and Treatment

Payment for days of service will be made monthly by the State upon receipt of the State Residential Child Care Facility Invoice for services provided during the previous month. To assure timely payment, the invoice must be completed in full and received by the State by the fifth (5<sup>th</sup>) business day of the month following services. Any billing errors, over sights or disputes in payment, must be re-submitted or submitted to the appropriate contact below within 60 days of services or may not be considered for payment. The invoice and invoice process is subject to change during the term of this agreement. Contractor will receive a minimum of a 30-day notice before any changes are implemented.

The invoice will be in a form required by the State, entitled "Residential Care Facility Invoice (PNMI)".

**MEDICAID**

Contractor must maintain current certification/recertification as a Vermont Medicaid provider through the State's Medicaid reimbursement provider, Gainwell Technologies (formerly known as DXC).

Contractor shall comply with the State Medicaid Practices and Procedures (P&Ps). Document is available through the following link:

<http://www.vtmedicaid.com/assets/manuals/GeneralProviderManual.pdf>

(\* For Contractors who invoice for services directly to Gainwell Technologies, this process only applies to invoicing of the room and board payment.

The invoice should be sent to:

For DCF Clients:	For DMH Clients:	For DAIL-DDAS Clients:
Carrie Marshia DCF Business Office 280 State Drive, HC1 Waterbury, VT 05671-1070 Ahs.dcfdsfostercare@vermont.gov carrie.marshia@vermont.gov	Cara McSherry DMH Business Office Children, Adolescent and Family Unit 280 State Drive Waterbury VT 05671-2010 Bill.snyder@vermont.gov	Jim Euber DAIL/Commissioner's Office 280 State Drive Waterbury, VT 05671-2020 Jim.euber@vermont.gov

2. Adjusting Bill

Within 30 days after a rate has been issued by the Division of Rate Setting or within 30 days after the outcome of an appeal, the Contractor shall submit an adjusting bill which incorporates the difference between the old rate and the new, in a form prescribed by the State. This form is entitled "Residential Care Facility Invoice (PNMI)" and found in Attachment K.

3. Educational Costs

Educational costs are the responsibility of the Agency of Education. Bills are to be submitted to:

Vermont Agency of Education  
1 National Life Drive, Davis 5  
Montpelier, Vermont 05620-2501  
Email: AOE.Invoices@vermont.gov

*Please note:* Invoice must be sent hard copy through the mail and list student name, date of birth, dates of service, daily rate and total. Electronic invoices will NOT be accepted.

**F. OTHER COSTS**

The following costs are not included in the rate. For children/youth in DCF custody only, these costs are the responsibility of the State:

1. Transportation costs related to admission or discharge from the program.
2. Emergency optical, dental, and medical services by providers who are not identified Medicaid providers.

**ATTACHMENT C: STANDARD STATE PROVISIONS  
FOR CONTRACTS AND GRANTS  
REVISED DECEMBER 15, 2017**

**1. 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. "Agreement" shall mean the specific contract or grant to which this form is attached.

**2. 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.

**3. Governing Law, Jurisdiction and Venue; No Waiver of Jury Trial:** This Agreement will be governed by the laws of the State of Vermont. Any action or proceeding brought by either the State or the Party in connection with this Agreement shall be brought and enforced in the Superior Court of the State of Vermont, Civil Division, Washington Unit. The Party irrevocably submits to the jurisdiction of this court for any action or proceeding regarding this Agreement. The Party agrees that it must first exhaust any applicable administrative remedies with respect to any cause of action that it may have against the State with regard to its performance under this Agreement. Party agrees that the State shall not be required to submit to binding arbitration or waive its right to a jury trial.

**4. Sovereign Immunity:** The State reserves all immunities, defenses, rights or actions arising out of the State's sovereign status or under the Eleventh Amendment to the United States Constitution. No waiver of the State's immunities, defenses, rights or actions shall be implied or otherwise deemed to exist by reason of the State's entry into this Agreement.

**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:** The Party will act in an independent capacity and not as officers or employees of the State.

**7. Defense and Indemnity:** The Party shall defend the State and its officers and employees against all third party claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party in connection with the performance of this Agreement. 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. The State retains the right to participate at its own expense in the defense of any claim. The State shall have the right to approve all proposed settlements of such claims or suits.

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 in connection with the performance of this Agreement.

The Party shall indemnify the State and its officers and employees if the State, its officers or employees become legally obligated to pay any damages or losses arising from any act or omission of the Party or an agent of the Party in connection with the performance of this Agreement.

Notwithstanding any contrary language anywhere, in no event shall the terms of this Agreement or any document furnished by the Party in connection with its performance under this Agreement obligate the State to (1) defend or indemnify the Party or any third party, or (2) otherwise be liable for the expenses or reimbursement, including attorneys' fees, collection costs or other costs of the Party or any third party.

**8. 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 this 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. Vermont will accept an out-of-state employer's workers' compensation

coverage while operating in Vermont provided that the insurance carrier is licensed to write insurance in Vermont and an amendatory endorsement is added to the policy adding Vermont for coverage purposes. Otherwise, the party shall secure a Vermont workers' compensation policy, if necessary to comply with Vermont law.

*General Liability and Property Damage:* With respect to all operations performed under this Agreement, 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 Each Occurrence
- \$2,000,000 General Aggregate
- \$1,000,000 Products/Completed Operations Aggregate
- \$1,000,000 Personal & Advertising Injury

*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 \$500,000 combined single limit. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, limits of coverage shall not be less than \$1,000,000 combined single limit.

*Additional Insured.* The General Liability and Property Damage coverages required for performance of this Agreement shall include the State of Vermont and its agencies, departments, officers and employees as Additional Insureds. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, then the required Automotive Liability coverage shall include the State of Vermont and its agencies, departments, officers and employees as Additional Insureds. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

*Notice of Cancellation or Change.* There shall be no cancellation, change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without thirty (30) days written prior written notice to the State.

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

**10. False Claims Act:** The Party acknowledges that it is subject to the Vermont False Claims Act as set forth in 32 V.S.A. § 630 *et seq.* If the Party violates the Vermont False Claims Act it shall be liable to the State for civil penalties, treble damages and the costs of the investigation and prosecution of such violation, including attorney's fees, except as the same may be reduced by a court of competent jurisdiction. The Party's liability to the State under the False Claims Act shall not be limited notwithstanding any agreement of the State to otherwise limit Party's liability.

**11. Whistleblower Protections:** The Party shall not discriminate or retaliate against one of its employees or agents for disclosing information concerning a violation of law, fraud, waste, abuse of authority or acts threatening health or safety, including but not limited to allegations concerning the False Claims Act. Further, the Party shall not require such employees or agents to forego monetary awards as a result of such disclosures, nor should they be required to report misconduct to the Party or its agents prior to reporting to any governmental entity and/or the public.

**12. Location of State Data:** No State data received, obtained, or generated by the Party in connection with performance under this Agreement shall be processed, transmitted, stored, or transferred by any means outside the continental United States, except with the express written permission of the State.

**13. 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.

**14. Fair Employment Practices and Americans with Disabilities Act:** Party agrees to comply with the requirement of 21 V.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.

**15. 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.

**16. 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 this 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.

**17. Taxation of Purchases:** All State purchases must be invoiced tax free. An exemption certificate will be furnished upon request with respect to otherwise taxable items.

**18. Child Support:** (Only applicable if the Party is a natural person, not a corporation or partnership.) Party states that, as of the date this 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.

**19. 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 shall be responsible and liable to the State for all acts or omissions of subcontractors and any other person performing work under this Agreement pursuant to an agreement with Party or any subcontractor.

In the case this Agreement is a contract with a total cost in excess of \$250,000, the Party shall provide to the State a list of all proposed subcontractors and subcontractors' subcontractors, together with the identity of those subcontractors' workers compensation insurance providers, and additional required or requested information, as applicable, in accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54).

Party shall include the following provisions of this Attachment C in all subcontracts for work performed solely for the State of Vermont and subcontracts for work performed in the State of Vermont: Section 10 ("False Claims Act"); Section 11 ("Whistleblower Protections"); Section 12 ("Location of State Data"); Section 14 ("Fair Employment Practices and Americans with Disabilities Act"); Section 16 ("Taxes Due the State"); Section 18 ("Child Support"); Section 20 ("No Gifts or Gratuities"); Section 22 ("Certification Regarding Debarment"); Section 30 ("State Facilities"); and Section 32.A ("Certification Regarding Use of State Funds").

**20. No Gifts or Gratuities:** Party shall not give title or possession of anything 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.



**21. Copies:** Party shall use reasonable best efforts to ensure that all written reports prepared under this Agreement are printed using both sides of the paper.

**22. 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>

**23. Conflict of Interest:** Party shall fully disclose, in writing, any conflicts of interest or potential conflicts of interest.

**24. Confidentiality:** Party acknowledges and agrees that this Agreement and any and all information obtained by the State from the Party in connection with this Agreement are subject to the State of Vermont Access to Public Records Act, 1 V.S.A. § 315 et seq.

**25. Force Majeure:** Neither the State nor the Party shall be liable to the other for any failure or delay of performance of any obligations under this Agreement to the extent such failure or delay shall have been wholly or principally caused by acts or events beyond its reasonable control rendering performance illegal or impossible (excluding strikes or lock-outs) ("Force Majeure"). Where Force Majeure is asserted, the nonperforming party must prove that it made all reasonable efforts to remove, eliminate or minimize such cause of delay or damages, diligently pursued performance of its obligations under this Agreement, substantially fulfilled all non-excused obligations, and timely notified the other party of the likelihood or actual occurrence of an event described in this paragraph.

**26. Marketing:** Party shall not refer to the State in any publicity materials, information pamphlets, press releases, research reports, advertising, sales promotions, trade shows, or marketing materials or similar communications to third parties except with the prior written consent of the State.

**27. Termination:**

- A. Non-Appropriation:** 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.
- B. Termination for Cause:** Either party may terminate this Agreement if a party materially breaches its obligations under this Agreement, and such breach is not cured within thirty (30) days after delivery of the non-breaching party's notice or such longer time as the non-breaching party may specify in the notice.
- C. Termination Assistance:** Upon nearing the end of the final term or termination of this Agreement, without respect to cause, the Party shall take all reasonable and prudent measures to facilitate any transition required by the State. All State property, tangible and intangible, shall be returned to the State upon demand at no additional cost to the State in a format acceptable to the State.

**28. Continuity of Performance:** In the event of a dispute between the Party and the State, each party will continue to perform its obligations under this Agreement during the resolution of the dispute until this Agreement is terminated in accordance with its terms.

**29. No Implied Waiver of Remedies:** Either party's delay or failure to exercise any right, power or remedy under this Agreement shall not impair any such right, power or remedy, or be construed as a waiver of any such right, power or remedy. All waivers must be in writing.

**30. State Facilities:** If the State makes space available to the Party in any State facility during the term of this Agreement for purposes of the Party's performance under this Agreement, the Party shall only use the space in accordance with all policies and procedures governing access to and use of State facilities which shall be made available upon request. State facilities will be made available to Party on an "AS IS, WHERE IS" basis, with no warranties whatsoever.

**31. Requirements Pertaining Only to Federal Grants and Subrecipient Agreements:** If this Agreement is a grant that is funded in whole or in part by Federal funds:

- A. Requirement to Have a Single Audit:** 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.
- B. Internal Controls:** 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).
- C. Mandatory Disclosures:** In accordance with 2 CFR 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.

**32. Requirements Pertaining Only to State-Funded Grants:**

- A. Certification Regarding Use of State Funds:** If 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.
- B. Good Standing Certification (Act 154 of 2016):** If this Agreement is a State-funded grant, Party hereby represents: (i) that it has signed and provided to the State the form prescribed by the Secretary of Administration for purposes of certifying that it is in good standing (as provided in Section 13(a)(2) of Act 154) with the Agency of Natural Resources and the Agency of Agriculture, Food and Markets, or otherwise explaining the circumstances surrounding the inability to so certify, and (ii) that it will comply with the requirements stated therein.

(End of Standard Provisions)

**ATTACHMENT D**  
**MODIFICATION OF CUSTOMARY PROVISIONS**  
**OF**  
**ATTACHMENT C OR ATTACHMENT F**

The insurance requirements contained in Attachment C, Section 8 are hereby modified:

The Party is required to have Professional Liability and Abuse and Molestation insurance that meets the following requirement:

***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 \$1,000,000 per occurrence, and \$3,000,000 aggregate.

***Abuse and Molestation Insurance:*** Before commencing work on this Agreement and throughout the term of this Agreement, the Party shall procure and maintain abuse and molestation insurance for any and all services performed under this Agreement, with minimum coverage of \$1,000,000 per occurrence, and \$1,000,000 aggregate.

***Note:*** Before commencing work on this Agreement and throughout the term of this Agreement, the Party shall procure and maintain Umbrella Liability insurance for any and all services performed under this Agreement, with minimum coverage of \$3,000,000 per occurrence, and \$3,000,000 aggregate. The Umbrella Liability limits of \$1,000,000 per occurrence and \$1,000,000 aggregate will be added to the current Abuse and Molestation insurance limits.

2. Requirements of other Sections in Attachment C are hereby modified:

2. Requirements of Sections in Attachment F are hereby modified:

**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. **Medicaid Program Parties** (*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).

**Subcontracting for Medicaid Services:** 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.

**Medicaid Notification of Termination Requirements:** 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.

**Encounter Data:** 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.

**Federal Medicaid System Security Requirements Compliance:** 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. Workplace Violence Prevention and Crisis Response** (*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 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:**

**Protected Health Information:** 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.

**Substance Abuse Treatment Information:** 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).

**Protection of Personal Information:** 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.

**Other Confidential Consumer Information:** 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.

**Data Breaches:** Party shall report to AHS, through 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 through (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. Information Technology Systems:**

**Computing and Communication:** 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.

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.

**Security and Data Transfers:** 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 7 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.

**2-1-1 Database:** 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 [www.vermont211.org](http://www.vermont211.org).

**Voter Registration:** 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 5/16/2018



**ATTACHMENT I**  
**PERMISSION TO PHOTOGRAPH YOUTH**  
(Residential/Micro Treatment Facilities)

Youth who may be photographed: \_\_\_\_\_

I hereby request and give permission to \_\_\_\_\_(name of program) to photograph \_\_\_\_\_(name of youth) solely for the purposes of identification should the youth be absent without leave (on run) from the facility. I further request that an updated photo be taken every six months so that there is a current photo on file in the event that it is needed.

Signed:

\_\_\_\_\_  
Social Worker

\_\_\_\_\_  
Date

\_\_\_\_\_  
Phone

\_\_\_\_\_  
District

ATTACHMENT J  
 NOTIFICATION of CRITICAL INCIDENTS

INCIDENTS REQUIRING NOTIFICATION AND DOCUMENTATION I.E. AN "INCIDENT" FORM, HOWEVER NAMED	PARENT (UNLESS CONTRA - INDICATED & SUCH IS DOCUMENTED; REG (203)	DCF DISTRICT SOCIAL WORKER ESP (IF AFTER HOURS)	LOCAL DESIGNATED AGENCY (MH/DS) CASE MANAGER	CRC CONTACT	CENTRAL INTAKE UNIT (800) 649-5285	LICENSING AUTHORITY (RLSI)
Death of a resident	X*	X	X	X		X
Death of an employee while employee was on duty	X*			X		X
Incident requiring immediate medical attention	X	X	X	X		X
Suicide attempt or mental health crisis that require mental health screening	X	X	X			
Mental Health Screening that results in emergency change in placement	X	X	X	X		
Use of physical restraint and/or seclusion	X	X		X*		
Attempted runaway	X	X				
Runaway (successful) or AWOL	X	X	X	X		
Police intervention that results in charges and/or emergency change in placement	X	X	X	X		
Allegations of physical and/or sexual abuse which occurred at the facility	X	▲		▲	X	▲
Allegations of physical and/or sexual abuse that occurred other than at the facility	X	X			X	▲
Sexual activity between residents at the facility or in the care of the facility	X	▲		▲	X	▲
Medication dispensation errors	X	X				X
Potential Media Involvement	X*	X*		X		X
Other: See RTP Regulations 120, 125						X

\* As appropriate to circumstances

▲ Notified via CIU report

Other:  
 Regulations 120: "A Residential Treatment Program shall immediately, or as soon as reasonable, report to the Licensing Authority incidents that could potentially affect the safety, physical or emotional welfare of children/youth within the program. Written report shall follow verbal report within 24 hours."

Regulation 125: "Residential Treatment Program shall report, verbally and in writing within 24 hours to the Licensing Authority incidents where the program knowingly or negligently violates licensing regulations."

Rev: 2/29/12

