

STATE OF VERMONT GRANT AGREEMENT**Part 1-Grant Award Detail****SECTION I - GENERAL GRANT INFORMATION**

¹ Grant #: 03420-10082		² Original <input checked="" type="checkbox"/> Amendment # _____	
³ Grant Title: Strong Families Vermont Parents as Teachers (PAT) Grant			
⁴ Amount Previously Awarded: \$ 0.00		⁵ Amount Awarded This Action: \$187,252.00	
⁶ Total Award Amount: \$187,252.00			
⁷ Award Start Date: 10/01/23		⁸ Award End Date: 9/30/24	
⁹ Subrecipient Award: YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>			
¹⁰ Vendor #: 622		¹¹ Grantee Name: Lund Family Center, Inc.	
¹² Grantee Address: 50 Joy Drive			
¹³ City: South Burlington		¹⁴ State: VT	
¹⁵ Zip Code: 05403			
¹⁶ State Granting Agency: AHS/VDH/Division of Family and Child Health			¹⁷ Business Unit: 03420
¹⁸ Performance Measures: YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>		¹⁹ Match/In-Kind: \$ _____ N/A Description:	
²⁰ If this action is an amendment, the following is amended: Amount: <input type="checkbox"/> Funding Allocation: <input type="checkbox"/> Performance Period: <input type="checkbox"/> Scope of Work: <input type="checkbox"/> Other: <input type="checkbox"/>			

SECTION II - SUBRECIPIENT AWARD INFORMATION

²¹ Grantee Identifier [UEI] #: UQMANREC6H46		²² Indirect Rate: 10 % (Approved rate or de minimis 10%)		²³ FFATA: YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	
²⁴ Grantee Fiscal Year End Month (MM format): 06				²⁵ R&D: <input type="checkbox"/>	
²⁶ Entity Identifier [UEI] Name (if different than VISION Vendor Name in Box 11):					

SECTION III - FUNDING ALLOCATION**STATE FUNDS**

Fund Type	²⁷ Awarded Previously	²⁸ Award This Action	²⁹ Cumulative Award	³⁰ Special & Other Fund Descriptions
General Fund	\$0.00	\$0.00	\$0.00	
Special Fund	\$0.00	\$0.00	\$0.00	
Global Commitment (non-subrecipient funds)	\$0.00	\$81,417.17	\$81,417.17	State match: 43.48%
Other State Funds	\$0.00	\$0.00	\$0.00	

FEDERAL FUNDS

(includes subrecipient Global Commitment funds)

Required Federal Award Information

³¹ CFDA#	³² Program Title	³³ Awarded Previously	³⁴ Award This Action	³⁵ Cumulative Award	³⁶ FAIN	³⁷ Federal Award Date	³⁸ Total Federal Award
93.778	Medicaid - Program	\$0.00	\$105,834.83	\$105,834.83	2405VT5MAP	10/1/23	\$323,203,170
³⁹ Federal Awarding Agency: HHS, CMS			⁴⁰ Federal Award Project Descr: Medicaid - Program				
		\$0.00	\$0.00	\$0.00			\$0.00
Federal Awarding Agency:			Federal Award Project Descr:				
		\$0.00	\$0.00	\$0.00			\$0.00
Federal Awarding Agency:			Federal Award Project Descr:				
		\$0.00	\$0.00	\$0.00			\$0.00
Total Awarded - All Funds		\$0.00	\$187,252.00	\$187,252.00			

SECTION IV - CONTACT INFORMATION**STATE GRANTING AGENCY**

NAME: Karen Bielawski-Branch

TITLE: FCH Program Manager

PHONE: (802) 829-5566

EMAIL: Karen.Bielawski-Branch@vermont.gov**GRANTEE**

NAME: Courtney Farrell

TITLE: Director

PHONE: (802) 864-7476

EMAIL: cfarrell@lundvt.org

**STATE OF VERMONT
DEPARTMENT OF HEALTH
SUBRECIPIENT GRANT AGREEMENT**

Grant # 03420-10082

Page 2 of 38

PART 2 - GRANT AGREEMENT

1. **Parties:** This is a Grant Agreement for services between the State of Vermont, Agency of Human Services, Vermont Department of Health (VDH), Division of Family and Child Health (FCH) (hereinafter called "State"), and Lund Family Center, Inc., with principal place of business in South Burlington, VT (hereinafter called "Subrecipient"). It is the Subrecipient's responsibility to contact the Vermont Department of Taxes to determine if, by law, the Subrecipient is required to have a Vermont Department of Taxes Business Account Number.
2. **Subject Matter:** The subject matter of this Grant Agreement is to deliver a coordinated evidence-based voluntary early childhood home visiting program to eligible families within all fourteen Vermont counties represented by twelve regions within the Vermont Children's Integrated Service (CIS) system. Detailed services to be provided by the Subrecipient are described in Attachment A.
3. **Award Details:** Amounts, dates and other award details are as shown in the attached Grant Agreement Part 1 – Grant Award Detail. A detailed scope of work covered by this award is described in Attachment A.
4. **Amendment:** No changes, modifications, or amendments in the terms and conditions of this Grant shall be effective unless reduced to writing, numbered, and signed by the duly authorized representative of the State and Subrecipient.
5. **Cancellation:** This Grant Agreement may be suspended or cancelled by either party by giving written notice at least 30 days in advance.
6. **Attachments:** This Grant consists of (38) pages including the following attachments which are incorporated herein:
 - Grant Agreement – Part 1 – Grant Award Detail Sheet
 - Grant Agreement – Part 2 – Grant Agreement
 - Attachment A – Specifications of Work to be Performed
 - Attachment B – Payment Provisions
 - Attachment C – Standard State Provisions for Contracts and Grants
 - Attachment D – Modifications of Customary Provisions
 - Attachment E – Business Associate Agreement
 - Attachment F – AHS Customary Contract/Grant Provisions

The order of precedence of these documents shall be as follows:

- Grant Agreement – Part 1
- Grant Agreement – Part 2
- Attachment D – Modifications of Customary Provisions
- Attachment C – Standard State Provisions for Contracts and Grants
- Attachment A – Specifications of Work to be Performed
- Attachment B – Payment Provisions

**STATE OF VERMONT
DEPARTMENT OF HEALTH
SUBRECIPIENT GRANT AGREEMENT**

Grant # 03420-10082

Page 3 of 38

Attachment E – Business Associate Agreement
Attachment F – AHS Customary Contract/Grant Provisions

PART 2 – GRANT AGREEMENT

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

STATE OF VERMONT

By:

DocuSigned by:
Kelly Dougherty
F0CF87D7DFD1420...
Deputy Commissioner
1/18/2024

Mark Levine, MD
Commissioner
Vermont Department of Health

GRANTEE

By:

DocuSigned by:
Mary Burns
222FB40991B6476...
1/18/2024

Mary Burns
President
Lund Family Center, Inc.
maryb@lundvt.org

**STATE OF VERMONT
DEPARTMENT OF HEALTH
SUBRECIPIENT GRANT AGREEMENT**

Grant # 03420-10082

Page 4 of 38

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

The performance period for this subrecipient grant is October 1, 2023 to September 30, 2024

Strong Families Vermont Parents as Teachers (PAT) Grant

BACKGROUND/OVERVIEW

The purpose of this project is to deliver a coordinated evidence-based voluntary early childhood home visiting program to eligible families within all fourteen Vermont counties represented by twelve regions within the Vermont Children's Integrated Service (CIS) system.

The Vermont Department of Health, Family and Child Health Division, will be granting funds to local providers to support the full, state-wide implementation of the Strong Families Vermont Sustained Family Support Home Visiting Program, using the evidence-based model known as Parents as Teachers (PAT). This is a Health Resource and Service Administration (HRSA) approved home visiting model, and PAT is the model adopted by the Vermont Department of Health in partnership with the Department for Children and Families as the Strong Families Vermont Sustained Family Support Home Visiting Program.

The Parents as Teachers (PAT) Home Visiting Model is a proprietary, evidence-based model that provides parent education, support services and activities.

This grant will allow the Vermont Department of Health (VDH), Division of Family and Child Health (FCH) and **Lund Family Center, Inc.** to implement the Strong Families Vermont Sustained Family Support Home Visiting Program, internationally known as Parents as Teachers (PAT) in its CIS home visiting catchment areas. Responsive family support home visiting is funded and administered in other ways and is not expected to be performed under this grant.

DESIRED OUTCOMES

Grantees will implement the Strong Families Vermont Sustained Family Support Home Visiting Program with fidelity to the PAT model, which will result in positive impacts by helping to build strong communities, thriving families and children who are healthy, safe, and ready to learn. PAT outcomes are accomplished in partnership with community-based organizations through home visits, group connections, screening, and a resource network.

Together they form a comprehensive set of services with seven goals/outcomes:

1. Increase parent knowledge of early childhood development and improve positive parenting practices.
2. Provide early detection of developmental delays and connection to services.
3. Improve parent, child, and family health and well-being.
4. Prevent child abuse and neglect.
5. Increase children's school readiness and success.
6. Improve family economic well-being.
7. Strengthen community capacity and connectedness.

**STATE OF VERMONT
DEPARTMENT OF HEALTH
SUBRECIPIENT GRANT AGREEMENT**

Grant # 03420-10082

Page 5 of 38

PAT is delivered to eligible families by CIS family support home visiting programs approved as PAT Affiliates, with family support home visitors trained and certified in delivering the PAT model to fidelity. Each program will support the integration of the Strong Families Vermont Sustained Family Support Home Visiting Program (PAT) into the Children's Integrated Services (CIS) system of care.

REQUIRED SERVICES/TASKS/ACTIVITIES

1. Staffing requirements

The Grantee will assure:

- A. It meets all requirements per PAT National Center to receive and maintain its yearly Affiliate status. [PAT ERs and Standards](#).
- B. All PAT program staff have adequate workspace, telecommunications, work cell phone, and computer capabilities to fulfill program requirements.
- C. PAT staff have the education, agency orientation, training and model certification per PAT model fidelity and a personnel file will be maintained for each PAT staff that includes documentation of qualifications for position, date of hire, completion of agency orientation, completion of all required PAT and related trainings and yearly certification renewals, and performance evaluations.
- D. Family Support Home Visitor minimum qualifications: bachelor's degree in Social Work, Psychology, Nursing or other related human services field with limited experience. Per CIS Contract requirements, a waiver may be granted for a suitable candidate who does not meet the minimum hiring requirements with an approved plan, relevant work experience, an associate degree, CDA, or other educational credentials.
- E. Family Support Home Visiting Supervisor Qualifications: bachelor's degree in Social Work, Psychology, Nursing, or another related human services field. Must have early childhood and family-centered experience, preferably in the community and home, as well as supervisory experience.
- F. Recruiting, employing, and retaining staff who are reflective of all populations who qualify for services, and identifying staff who are well trained and experienced relative to providing culturally and linguistically responsive services.
- G. All PAT staff will participate in all trainings mandated by VDH in the identified time frames and will participate in regularly scheduled Strong Families Vermont Sustained Family Support Home Visiting Program meetings/trainings held by VDH. The PAT staff, including program or agency staff involved in PAT data collection, management, and analysis will also meet when required with the State Data Administrator for support and issues related to all aspects of the PAT data system, as well as for quality assurance.
- H. Family Support Home Visiting staff (parent educators and supervisors) will successfully complete and be certified in the required model training for this evidence-based model:
 - PAT Foundation 1 Training
 - PAT Foundation 2 Training
 - PAT Model Implementation Training
 - Training and consultation re: Penelope Data System
 - Attend and complete all trainings related to required screening and assessment tools

**STATE OF VERMONT
DEPARTMENT OF HEALTH
SUBRECIPIENT GRANT AGREEMENT**

Grant # 03420-10082

Page 6 of 38

- I. The VDH FCH Home Visiting Program Manager will be notified of changes in Full Time Equivalent (FTE) status and resignations for all PAT staff within ten (10) business days.
- J. The Grantee will participate in local and statewide continuous quality improvement (CQI) activities related to the Strong Families Vermont Sustained Family Support Home Visiting Program.
- K. Complete the required number of clock hours as specified by PAT Model guidelines. The PAT current Quality Standards require that each Parent Educator has a minimum of 20 professional development hours for annually recertification.

2. Maintain a network of referral sources

The Grantee will assure:

- A. The Strong Families Vermont Sustained Family Support Home Visiting Program staff will collaborate with the CIS Coordinator and VDH FCH Coordinator (FCHC) to conduct community outreach in its catchment area to ensure ongoing referrals to the PAT home visiting program.
- B. The Strong Families Vermont Sustained Family Support Home Visiting Program staff will maintain referral relationships with the region's CIS team members, as well as with community providers.
- C. The Strong Families Vermont Sustained Family Support Home Visiting Program staff is aware of resources offered by the CIS team, as well as by the communities served.
- D. A Strong Families Vermont Sustained Family Support Home Visitor will attend weekly CIS referral and intake team meetings in the region served, as well as use all required CIS referral and intake forms.

3. Home visiting requirements

- A. The Grantee will serve clients eligible for and enrolled in Vermont Medicaid.
- B. The Grantee must give priority in providing services to the populations outlined below:
 - Families with pregnant individuals who have not attained age 21.
 - "Low income" families, i.e., are unemployed, or below poverty guidelines.
 - Families experiencing homelessness.
 - Families living in rural areas.
 - Families/children who have witnessed crime, including domestic violence.
 - Wards of the State.
 - Families with a history of child abuse and neglect or have had interactions with child protection services.
 - Immigrant, Migrant, and New American families.
 - Indigenous families.
 - Families at-risk due to prenatal, maternal, newborn or child health conditions, e.g., maternal mental health and substance misuse; pre-term birth, low birth weight infant, infant mortality due to neglect, infants/children who have been exposed to toxic substances during pregnancy.
 - Children, and their families, experiencing health needs and/or delayed development.
 - Families that have users of tobacco products in the home.
 - Families that are or have children with low student achievement.

**STATE OF VERMONT
DEPARTMENT OF HEALTH
SUBRECIPIENT GRANT AGREEMENT**

Grant # 03420-10082

Page 7 of 38

- Eligible families that include individuals who are serving or formerly served in the Armed Forces, including such families that have members of the Armed Forces who have had multiple deployments outside of the United States.
- C. Clients enrolled in the Sustained Family Support Home Visiting (PAT) program **cannot** be dually enrolled in the Sustained Nurse Home Visiting program (MECSH).
- D. Clients enrolled in the Sustained Family Support Home Visiting (PAT) program **cannot** be dually enrolled in the Responsive Family Support program.
- E. The Strong Families Vermont Sustained Family Support Home Visiting Program will continue to be implemented in accordance with the PAT model requirements for Affiliates.
- F. Upon completion of the PAT training each 1.0 FTE Strong Families Vermont Sustained Family Support Home Visitor will accept new PAT referrals up to a caseload of 18 active clients, unless otherwise approved by VDH.
- G. Grantee will carry a total active caseload of **54 clients** and will staff the program to meet the Family Support Home Visitor caseload details as stated in Section 1, Staffing Requirements.
- H. All clients will, at a minimum, be offered home visits according to the PAT model for frequency of visits. Low risk families @ 1 visit per month; high risk families @ 2 visits per month.
- I. Attempts to contact the Strong Families Vermont Sustained Family Support Home Visiting Program client are made within five (5) business days of receiving a referral and family support home visitors should make every attempt at offering a visit within ten (10) business days.
- J. Non-cash stipends are allowable if such costs are reasonable, the purpose of the stipend is to support program participants to take advantage of the PAT community connection activities. This grant includes funds for participant stipends at a maximum of \$320 per family.
- K. Utilize specific standardized tools, identified by PATNC and VDH. Required tools currently include the Ages and Stages Questionnaire (ASQ-3), the Ages and Stages Questionnaire: Social Emotional 2 (ASQ:SE2), the Full Use of PAT Records and FCA Synthesis Record; Protective Factors Survey, 2nd Edition (PFS-2) –Traditional Pre/Post Version.

4. Data requirements

- A. Ensure all client records are kept in a secure, locked location.
- B. Maintain a written plan for information management that includes client record-keeping, confidentiality, and record security policies and procedures. Policies and procedures should include the use of cell phones and texting, as well as the safety and security of laptops and client records both in and out of the Agency.
- C. Ensure that the agency's information management system is protected from unauthorized outside access and meets all applicable HIPAA statutory and regulatory requirements.
- D. Have written policies and procedures regarding confidentiality, security, and integrity of information and have mechanisms to safeguard records and information against loss, destruction, and unauthorized access or disclosure. These policies and procedures will include provisions for maintaining signed releases for sharing of information; MOUs when necessary, safeguarding administrative records; clinical records, and electronic records; backing up electronic records; transmitting data that is encrypted and secure, and password protecting access to electronic records.

The Grantee will assure:

**STATE OF VERMONT
DEPARTMENT OF HEALTH
SUBRECIPIENT GRANT AGREEMENT**

Grant # 03420-10082

Page 8 of 38

- E. The use of VDH materials to market the Strong Families Vermont Sustained Family Support Home Visiting Program, including, but not limited to written, pictorial, and other materials. All other materials not developed by VDH or PATNC must be approved by VDH prior to printing and dissemination.
- F. Sustained Family Support Home Visitors collect the necessary required data during client visits, and as part of providing all required PAT program components as outlined by the PAT model and by the Penelope data system, and as required by VDH, to document, track and demonstrate fidelity to the model.
- The grantee is responsible for entering all required data collection points into the web-based Penelope data base system maintained by PATNC. Data for the PAT model and program reporting will be entered into Penelope completely and accurately within 5 (five) business days after each client visit/Community Connection event/any other activity required to be performed and entered into the Penelope system.
 - The grantee will keep assessments, screenings and consent forms completed as part of the PAT program in their client records.
 - Each PAT Affiliate will grant VDH and CDD/CIS complete access to its Penelope data system to monitor, access, and analyze the PAT program being funded by VDH.
 - CIS data reporting: The grantee will collect and provide identified data collection points required for CIS, as mutually agreed upon by CIS bundled contracts. This may include demographic, referral, and encounter information to CIS on a regular basis and performance measures required for the semiannual reporting period.

REPORTING

1. Monthly financial/expenditures will be submitted with invoices.
2. Quarterly narrative reports will be submitted, with a final narrative report due at the end of the grant period.
3. Submit the required Annual Performance Report (APR) required by PATNC to the FCH Program Manager and PATNC Liaison by the annual due date prescribed by PATNC.

PERFORMANCE MEASURES

1. At least 90% of children enrolled in the PAT program will have attended all well child visits with their pediatrician.
2. A Sustained Family Support Home Visitor or Supervisor will participate in at least 90% of all CIS referral team meetings that are held, unless otherwise agreed upon between the State and the grantee.
3. Grantee will participate in ten (10) out of twelve (12) Parents as Teachers Community of Practice meetings.
4. Grantee will maintain PAT affiliate status over the course of this agreement.

MEANS OF VERIFICATION

1. Performance measures will be verified through reports run by the VDH Health Data Manager.
2. The VDH FCH Program Manager & VDH Health Data Manager will review all reports generated by Penelope and by Power BI, both on a regional and state-wide level, on an as needed and monthly basis. Grantees will provide Power BI and Penelope reports to VDH as requested.

**STATE OF VERMONT
DEPARTMENT OF HEALTH
SUBRECIPIENT GRANT AGREEMENT**

Grant # 03420-10082

Page 9 of 38

3. Upon request by the State, grantee will provide access to PAT client records, PAT employee files, financial records pertaining to provision of PAT services and performance improvement initiatives related to PAT services and will be available within 15 business days upon written request by VDH.

**STATE OF VERMONT
DEPARTMENT OF HEALTH
SUBRECIPIENT GRANT AGREEMENT**

Grant # 03420-10082

Page 10 of 38

**ATTACHMENT B
PAYMENT PROVISIONS**

1. The maximum dollar amount payable under this agreement is not intended as any form of a guaranteed amount. Payment is contingent upon approval by the State and will be made to the Grantee after approval of an invoice and any reporting requirements listed in Attachment A: Scope of Work. The State may withhold payment in whole or in part in the event of the Grantee's failure to comply with the terms of this agreement.
2. Total expenditures for this grant will not exceed **\$187,252.00.**

The Subrecipient will be paid for products or services specified in Attachment A, or services actually performed, up to the maximum allowable amount specified in this agreement. The payment schedule for delivered products, or rates for services performed, and any additional reimbursements, are included in this attachment.

3. All invoices must be submitted with monthly expenditure totals for the performance period being billed.
4. A final report on program activities and a final expense and revenue report for this agreement will be due no later than **30** days after the end date of the Grant.
5. Invoices and required financial and grant progress reports should be submitted on or before the following due dates:

Period Covered:	Amount:	Date Due:	Required Deliverables:
10/1/2023 – 10/31/2023	Reimbursement based on actual expenditures for this grant.	11/30/2023	Invoice, financial report, and requirements in Attachment A
11/1/2023 – 11/30/2023	Reimbursement based on actual expenditures for this grant.	12/31/2023	Invoice, financial report, and requirements in Attachment A
12/1/2023 – 12/31/2023	Reimbursement based on actual expenditures for this grant.	1/31/2024	Invoice, financial report, and quarterly programmatic report as required in Attachment A
1/1/2024 – 1/31/2024	Reimbursement based on actual expenditures for this grant.	2/29/2024	Invoice, financial report, and requirements in Attachment A
2/1/2024 – 2/29/2024	Reimbursement based on actual expenditures for this grant.	3/31/2024	Invoice, financial report, and requirements in Attachment A
3/1/2024 – 3/31/2024	Reimbursement based on actual expenditures for this grant.	4/30/2024	Invoice, financial report, and quarterly programmatic report as required in Attachment A
4/1/2024 – 4/30/2024	Reimbursement based on actual expenditures for this grant.	5/31/2024	Invoice, financial report, and requirements in Attachment A

**STATE OF VERMONT
DEPARTMENT OF HEALTH
SUBRECIPIENT GRANT AGREEMENT**

Grant # 03420-10082

Page 11 of 38

5/1/2024 – 5/31/2024	Reimbursement based on actual expenditures for this grant.	6/30/2024	Invoice, financial report, and requirements in Attachment A
6/1/2024 – 6/30/2024	Reimbursement based on actual expenditures for this grant.	7/31/2024	Invoice, financial report, and final programmatic report as required in Attachment A
7/1/2024 – 7/31/2024	Reimbursement based on actual expenditures for this grant.	8/31/2024	Invoice, financial report, and requirements in Attachment A
8/1/2024 – 8/31/2024	Reimbursement based on actual expenditures for this grant.	9/30/2024	Invoice, financial report, and requirements in Attachment A
9/1/2024 – 9/30/2024	Reimbursement based on actual expenditures for this grant.	10/31/2024	Invoice, financial report, and quarterly programmatic report as required in Attachment A

6. **The Grantee will use the financial invoice template provided by VDH. The monthly invoice must include a count of current enrolled Medicaid participants.**

Until the Medicaid system is ready to reimburse for claims:

- Grantee will be fully reimbursed by grant payment for their monthly invoice for costs

When the Medicaid system is ready to reimburse for claims, and provider has successfully billed and been reimbursed for claims:

- The monthly invoice will be fully reimbursed by a combination of grant and your Medicaid claim payments.
- The Medicaid share of reimbursement for that invoice will be calculated by multiplying the number of current enrolled Medicaid participants times the current PMPM rate.
- The grant share of reimbursement will be for the remainder of the monthly invoice.

Retroactive Medicaid billing (one-time):

- The Grantee is expected to bill Medicaid retroactively for services provided in the months prior to the Medicaid system's ability to reimburse claims and indicate the retroactive Medicaid amount billed on the invoice. The grant invoice will be reduced by the amount of Medicaid billing as full reimbursement originally came from the grant invoices for those months.

7. This grant funding is being provided to support startup costs for the Parents As Teachers program. When a Grantee reaches full caseload capacity as specified in Attachment A, 3. Home visiting requirements, Section G, the expectation is that the PMPM rate will be sufficient to cover all monthly costs.
8. There is **no cap** on the total Medicaid reimbursement a Grantee can or will receive. Grantee will receive monthly Medicaid claim PMPM reimbursement for every actively enrolled client.

**STATE OF VERMONT
DEPARTMENT OF HEALTH
SUBRECIPIENT GRANT AGREEMENT**

Grant # 03420-10082

Page 12 of 38

9. Any purchases of goods or equipment greater than \$5,000 must be requested in writing by the Grantee and pre-approved by the State. The intent of this provision is to set a limit for a one-time purchase, or an aggregate purchase of the same items up to a maximum of \$5,000. Invoices/purchases should not be split in an attempt to stay under this threshold. Any purchases of goods or equipment require the submission of an itemized receipt for reimbursement.
10. In-state travel reimbursement is limited to travel incurred when providing client related services and is covered through the PMPM rate for each client seen in the month. Documentation of in-state service mileage does not need to be submitted to VDH.

11. Out- of- State Travel Expense Reimbursement

Any out-of-state travel must be requested in writing by the Grantee and pre-approved by the State.

All travel will be reimbursed at the current GSA rate.

The State will reimburse the Grantee for actual, reasonable, and necessary travel and other authorized expenses related to the completion of the tasks and deliverables included in this agreement. Economy, prudence, and necessity are of primary concern when planning and paying for travel and expenses. Beyond assuming a reasonable level of safety and convenience for travelers, every effort should be made to keep travel and expenses to a minimum. Any reimbursement requested must reflect the actual cost paid or incurred. Expenses will be reimbursed at the prevailing State of Vermont rates in place at the time travel occurred. For travel reimbursement policies, please consult the version of “**State of Vermont Agency of Administration Bulletin 3.4-Employee Travel and Expense Policy**” that is/was in place at the time of travel.

More details about expense reimbursement can be found at:

https://aoa.vermont.gov/sites/aoa/files/Bulletins/AOA-Bulletin3_4-June2014_rev2.pdf

Travel Expense Reimbursement Report Detail

The Grantee will provide a detailed accounting of all travel-related expenditures related to this agreement for reimbursement, by traveler using the format established above. The report will include the following additional detail:

Travelers Name
Reason for trip
Departure location
Destination
Departure date/time
Return date/time
Miles (if driven) x Reimbursement Rate = Mileage Reimbursement
Meals (list day/date/meal(s))
Registration Fees

**STATE OF VERMONT
DEPARTMENT OF HEALTH
SUBRECIPIENT GRANT AGREEMENT**

Grant # 03420-10082

Page 13 of 38

Lodging (day(s)/date(s))

Other Authorized Costs

12. The subrecipient may request payment under this agreement by submitting an error-free invoice and reporting requirements described above and in Attachment A. Invoices must be signed and dated by the Grantee, and include the following:
- Grantee's name
 - Grantee's mailing address (that matches W-9 on file)
 - Grant number
 - Invoice date
 - Invoice period
 - Description of activities performed
 - Amount due per actual expense
 - Required deliverables and reporting materials
 - Invoices, receipts and supporting documentation related to a request for reimbursement

VDH will provide an Invoice template and financial reporting structure for monthly invoice submissions.

Electronic submission of invoices is preferred at Email: Karen.Bielawski-Branch@vermont.gov

13. The Grantee accepts responsibility for any federal disallowance which results from Grantee's failure to abide by the terms of this agreement or from failure to properly document or account for expenditures. The Grantee also agrees to return to the VDH any funds that are deferred and/or ultimately disallowed.
14. VDH/FCH will consider poor performance or non-performance when awarding future grants.

**STATE OF VERMONT
DEPARTMENT OF HEALTH
SUBRECIPIENT GRANT AGREEMENT**

Grant # 03420-10082

Page 14 of 38

ATTACHMENT C: STANDARD STATE PROVISIONS FOR CONTRACTS AND GRANTS

REVISED DECEMBER 4, 2023

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. Where an authorized individual is either required to click-through or otherwise accept, or made subject to, any electronic terms and conditions to use or access any product or service provided hereunder, such terms and conditions are not binding and shall have no force or effect. Further, any terms and conditions of Party’s invoice, acknowledgment, confirmation, or similar document, shall not apply, and any such terms and conditions on any such document are objected to without need of further notice or objection.

3. Governing Law, Jurisdiction and Venue; No Waiver of Jury Trial: This Agreement will be governed by the laws of the State of Vermont without resort to conflict of laws principles. 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 regarding 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.

**STATE OF VERMONT
DEPARTMENT OF HEALTH
SUBRECIPIENT GRANT AGREEMENT**

Grant # 03420-10082

Page 15 of 38

7. Defense and Indemnity:

- A.** 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.
- B.** 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.
- C.** 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.
- D.** 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: During the term of this Agreement, Party, at its expense, shall maintain in full force and effect the insurance coverages set forth in the Vermont State Insurance Specification in effect at the time of incorporation of this Attachment C into this Agreement. The terms of the Vermont State Insurance Specification are hereby incorporated by reference into this Attachment C as if fully set forth herein. A copy of the Vermont State Insurance Specification is available at: [https://aoa.vermont.gov/Risk- Claims-COI](https://aoa.vermont.gov/Risk-Claims-COI).

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: Any liability to the State under the Vermont False Claims Act (32 V.S.A. § 630 et seq.) 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.

**STATE OF VERMONT
DEPARTMENT OF HEALTH
SUBRECIPIENT GRANT AGREEMENT**

Grant # 03420-10082

Page 16 of 38

12. Use and Protection of State Information:

- A.** As between the State and Party, “State Data” includes all data received, obtained, or generated by the Party in connection with performance under this Agreement. Party acknowledges that certain State Data to which the Party may have access may contain information that is deemed confidential by the State, or which is otherwise confidential by law, rule, or practice, or otherwise exempt from disclosure under the State of Vermont Access to Public Records Act, 1 V.S.A. § 315 et seq. (“Confidential State Data”).
- B.** With respect to State Data, Party shall:
- i.** take reasonable precautions for its protection;
 - ii.** not rent, sell, publish, share, or otherwise appropriate it; and
 - iii.** upon termination of this Agreement for any reason, Party shall dispose of or retain State Data if and to the extent required by this Agreement, law, or regulation, or otherwise requested in writing by the State.
- C.** With respect to Confidential State Data, Party shall:
- i.** strictly maintain its confidentiality;
 - ii.** not collect, access, use, or disclose it except as necessary to provide services to the State under this Agreement;
 - iii.** provide at a minimum the same care to avoid disclosure or unauthorized use as it provides to protect its own similar confidential and proprietary information;
 - iv.** implement and maintain administrative, technical, and physical safeguards and controls to protect against any anticipated threats or hazards or unauthorized access or use;
 - v.** promptly notify the State of any request or demand by any court, governmental agency or other person asserting a demand or request for Confidential State Data so that the State may seek an appropriate protective order; and
 - vi.** upon termination of this Agreement for any reason, and except as necessary to comply with subsection B.3 above in this section, return or destroy all Confidential State Data remaining in its possession or control.
- D.** If Party is provided or accesses, creates, collects, processes, receives, stores, or transmits Confidential State Data in any electronic form or media, Party shall utilize:
- i.** industry-standard firewall protection;
 - ii.** multi-factor authentication controls;
 - iii.** encryption of electronic Confidential State Data while in transit and at rest;
 - iv.** measures to ensure that the State Data shall not be altered without the prior written consent of the State;
 - v.** measures to protect against destruction, loss, or damage of State Data due to potential environmental hazards, such as fire and water damage;
 - vi.** training to implement the information security measures; and
 - vii.** monitoring of the security of any portions of the Party’s systems that are used in the provision of the services against intrusion.

**STATE OF VERMONT
DEPARTMENT OF HEALTH
SUBRECIPIENT GRANT AGREEMENT**

Grant # 03420-10082

Page 17 of 38

- E.** No Confidential 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 United States, except with the express written permission of the State.
- F.** Party shall notify the State within twenty-four hours after becoming aware of any unauthorized destruction, loss, alteration, disclosure of, or access to, any State Data.
- G.** State of Vermont Cybersecurity Standard Update: Party confirms that all products and services provided to or for the use of the State under this Agreement shall be in compliance with State of Vermont Cybersecurity Standard Update in effect at the time of incorporation of this Attachment C into this Agreement. The State of Vermont Cybersecurity Standard Update prohibits the use of certain branded products in State information systems or any vendor system, and a copy is available at: <https://digitalservices.vermont.gov/cybersecurity/cybersecurity-standards-and-directives>
- H.** In addition to the requirements of this Section 12, Party shall comply with any additional requirements regarding the protection of data that may be included in this Agreement or required by law or regulation.

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 this 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, and shall include this provision in all subcontracts for work performed in Vermont. 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. Offset: The State may offset any sums which the Party owes the State against any sums due the Party under this Agreement; provided, however, that any offset of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided in 32 V.S.A. § 3113.

16. Taxes Due to the State: 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.

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, Party is not under an obligation to pay child

**STATE OF VERMONT
DEPARTMENT OF HEALTH
SUBRECIPIENT GRANT AGREEMENT**

Grant # 03420-10082

Page 18 of 38

support or is in good standing with respect to or in full compliance with a plan to pay any and all child support payable under a support order. 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), as amended by Section 17 of Act No. 142 (2010) and by Section 6 of Act No. 50 (2011).

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 ("Confidentiality and Protection of State Information"); 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. Regulation of Hydrofluorocarbons: Party confirms that all products provided to or for the use of the State under this Agreement shall not contain hydrofluorocarbons, as prohibited under 10 V.S.A. § 586.

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: <https://bgs.vermont.gov/purchasing-contracting/debarment>.

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

**STATE OF VERMONT
DEPARTMENT OF HEALTH
SUBRECIPIENT GRANT AGREEMENT**

Grant # 03420-10082

Page 19 of 38

24. Vermont Public Records Act: Party acknowledges and agrees that this Agreement, any and all information obtained by the State from the Party in connection with this Agreement, and any obligations of the State to maintain the confidentiality of information 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 lockouts) (“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 use the State’s logo or otherwise 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 this Agreement at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement 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 Agreement immediately, and the State shall have no obligation to pay Party 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

**STATE OF VERMONT
DEPARTMENT OF HEALTH
SUBRECIPIENT GRANT AGREEMENT**

Grant # 03420-10082

Page 20 of 38

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 Federal Audit Clearinghouse within nine months. If a single audit is not required, only the Subrecipient Annual Report is required. 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.
- 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 \$1,000, 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)

**STATE OF VERMONT
DEPARTMENT OF HEALTH
SUBRECIPIENT GRANT AGREEMENT**

Grant # 03420-10082

Page 21 of 38

ATTACHMENT D

**MODIFICATION OF CUSTOMARY PROVISIONS
OF
ATTACHMENT C, ATTACHMENT E OR ATTACHMENT F**

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

Notwithstanding Section 8 of Attachment C, the following is hereby **added** to the Agreement:

“In addition to the insurance required in Attachment C of this grant award, before commencing work on this grant and throughout the term of this grant, Grantee agrees to procure and maintain:

Sexual Abuse and Molestation coverage for any and all services performed under this grant, with minimum coverage of **\$500,000** per claim, **\$500,000** aggregate.

Professional Liability coverage for professional services performed under this grant, with minimum coverage of **\$500,000** per claim, **\$500,000** aggregate.

Before commencing work on this grant, Grantee must provide certificates of insurance to show that the foregoing minimum coverages are in effect.”

Reasons for modifications: Professional and Abuse and Molestation liability coverages are required given the nature of this agreement. The Attachment C revised on 12/4/23 does not include these requirements.

STATE OF VERMONT
DEPARTMENT OF HEALTH
SUBRECIPIENT GRANT AGREEMENT

Grant # 03420-10082

Page 22 of 38

ATTACHMENT E
BUSINESS ASSOCIATE AGREEMENT

SOV GRANTEE: LUND FAMILY CENTER, INC.

GRANT EFFECTIVE DATE: 10/1/23

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 Health, Division of Family and Child Health (“Covered Entity”) and Party identified in this Agreement as Contractor or Grantee above (“Business Associate”). This Agreement supplements and is made a part of the contract or grant (“Contract or Grant”) to which it is attached.

Covered Entity and Business Associate enter into this Agreement to comply with the 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. Terms defined in this Agreement are italicized. Unless otherwise specified, when used in this Agreement, defined terms used in the singular shall be understood if appropriate in their context to include the plural when applicable.

“*Agent*” means an *Individual* acting within the scope of the agency of the *Business Associate*, in accordance with the Federal common law of agency, as referenced in 45 CFR § 160.402(c) and includes Workforce members and *Subcontractors*.

“*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 for “Business Associate” in 45 CFR § 160.103 and means Contractor or Grantee and includes its Workforce, *Agents* and *Subcontractors*.

**STATE OF VERMONT
DEPARTMENT OF HEALTH
SUBRECIPIENT GRANT AGREEMENT**

Grant # 03420-10082

Page 23 of 38

“*Electronic PHI*” shall mean *PHI* created, received, maintained or transmitted electronically in accordance with 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*” (“*PHI*”) shall have the meaning given in 45 CFR § 160.103, limited to the *PHI* created or received by *Business Associate* from or on behalf of Covered Entity.

“*Required by Law*” means a mandate contained in law that compels an entity to make a use or disclosure of *PHI* and that is enforceable in a court of law and shall have the meaning given in 45 CFR § 164.103.

“*Report*” means submissions required by this Agreement as provided in section 2.3.

“*Security Incident*” means the attempted or successful unauthorized Access, Use, Disclosure, modification, or destruction of Information or interference with system operations in an Information System relating to *PHI* in accordance with 45 CFR § 164.304.

“*Services*” includes all work performed by the *Business Associate* for or on behalf of Covered Entity that requires the Use and/or Disclosure of *PHI* to perform a *Business Associate* function described in 45 CFR § 160.103.

“*Subcontractor*” means a Person to whom *Business Associate* delegates a function, activity, or service, other than in the capacity of a member of the workforce of such *Business Associate*.

“*Successful Security Incident*” shall mean a *Security Incident* that results in the unauthorized Access, Use, Disclosure, modification, or destruction of information or interference with system operations in an Information System.

“*Unsuccessful Security Incident*” shall mean a *Security Incident* such as routine occurrences that do not result in unauthorized Access, Use, Disclosure, modification, or destruction of information or interference with system operations in an Information System, such as: (i) unsuccessful attempts to penetrate computer networks or services maintained by *Business Associate*; and (ii) immaterial incidents such as pings and other broadcast attacks on *Business Associate's* firewall, port scans, unsuccessful log-on attempts, denials of service and any combination of the above with respect to *Business Associate's* Information System.

“*Targeted Unsuccessful Security Incident*” means an *Unsuccessful Security Incident* that appears to be an attempt to obtain unauthorized Access, Use, Disclosure, modification or destruction of the Covered Entity’s *Electronic PHI*.

2. Contact Information for Privacy and Security Officers and Reports.

STATE OF VERMONT
DEPARTMENT OF HEALTH
SUBRECIPIENT GRANT AGREEMENT

Grant # 03420-10082

Page 24 of 38

2.1 *Business Associate* shall provide, within ten (10) days of the execution of this Agreement, written notice to the Contract or Grant manager the names and contact information of both the HIPAA Privacy Officer and HIPAA Security Officer of the *Business Associate*. This information must be updated by *Business Associate* any time these contacts change.

2.2 Covered Entity's HIPAA Privacy Officer and HIPAA Security Officer contact information is posted at: <https://humanservices.vermont.gov/rules-policies/health-insurance-portability-and-accountability-act-hipaa>

2.3 *Business Associate* shall submit all *Reports* required by this Agreement to the following email address: AHS.PrivacyAndSecurity@vermont.gov

3. Permitted and Required Uses/Disclosures of PHI.

3.1 Subject to the terms in this Agreement, *Business Associate* may Use or Disclose *PHI* to perform *Services*, as specified in the Contract or Grant. Such Uses and Disclosures are limited to the minimum necessary to provide the *Services*. *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* and only in compliance with applicable laws and regulations.

3.2 *Business Associate* may make *PHI* available to its Workforce, *Agent* and *Subcontractor* who need Access to perform *Services* as permitted by this Agreement, provided that *Business Associate* makes them aware of the Use and Disclosure restrictions in this Agreement and binds them to comply with such restrictions.

3.3 *Business Associate* shall be directly liable under HIPAA for impermissible Uses and Disclosures of *PHI*.

4. Business Activities. *Business Associate* may Use *PHI* if necessary for *Business Associate's* proper management and administration or to carry out its legal responsibilities. *Business Associate* may Disclose *PHI* 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 such *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 to notify *Business Associate*, within five (5) business days, in writing of any *Breach of Unsecured PHI* of which it is aware. Such Uses and Disclosures of *PHI* must be of the minimum amount necessary to accomplish such purposes.

STATE OF VERMONT
DEPARTMENT OF HEALTH
SUBRECIPIENT GRANT AGREEMENT

Grant # 03420-10082

Page 25 of 38

5. Electronic PHI Security Rule Obligations.

5.1 With respect to *Electronic PHI, Business Associate* shall:

- a) Implement and use Administrative, Physical, and Technical Safeguards in compliance with 45 CFR sections 164.308, 164.310, and 164.312;
- b) Identify in writing upon request from Covered Entity all the safeguards that it uses to protect such *Electronic PHI*;
- c) Prior to any Use or Disclosure of *Electronic PHI* by an *Agent* or *Subcontractor*, ensure that any *Agent* or *Subcontractor* to whom it provides *Electronic PHI* agrees in writing to implement and use Administrative, Physical, and Technical Safeguards that reasonably and appropriately protect the Confidentiality, Integrity and Availability of *Electronic PHI*. 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*, and be provided to Covered Entity upon request;
- d) Report in writing to Covered Entity any *Successful Security Incident* or *Targeted Unsuccessful Security Incident* as soon as it becomes aware of such incident and in no event later than five (5) business days after such awareness. Such *Report* shall be timely made notwithstanding the fact that little information may be known at the time of the *Report* and need only include such information then available;
- e) Following such *Report*, provide Covered Entity with the information necessary for Covered Entity to investigate any such incident; and
- f) Continue to provide to Covered Entity information concerning the incident as it becomes available to it.

5.2 Reporting *Unsuccessful Security Incidents*. *Business Associate* shall provide Covered Entity upon written request a *Report* that: (a) identifies the categories of *Unsuccessful Security Incidents*; (b) indicates whether *Business Associate* believes its current defensive security measures are adequate to address all *Unsuccessful Security Incidents*, given the scope and nature of such attempts; and (c) if the security measures are not adequate, the measures *Business Associate* will implement to address the security inadequacies.

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

STATE OF VERMONT
DEPARTMENT OF HEALTH
SUBRECIPIENT GRANT AGREEMENT

Grant # 03420-10082

Page 26 of 38

6. Reporting and Documenting Breaches.

6.1 *Business Associate* shall *Report* to Covered Entity any *Breach* of Unsecured *PHI* as soon as it, or any Person to whom *PHI* is disclosed under this Agreement, becomes aware of any such *Breach*, and in no event later than five (5) business days after such awareness, except when a law enforcement official determines that a notification would impede a criminal investigation or cause damage to national security. Such *Report* shall be timely made notwithstanding the fact that little information may be known at the time of the *Report* and need only include such information then available.

6.2 Following the *Report* described in 6.1, *Business Associate* shall conduct a risk assessment and provide it to Covered Entity with a summary of the event. *Business Associate* shall provide Covered Entity with the names of any *Individual* 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 *Individual*, as set forth in 45 CFR § 164.404(c). Upon request by Covered Entity, *Business Associate* shall provide 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.

6.3 When *Business Associate* determines that an impermissible acquisition, Access, Use or Disclosure of *PHI* for which it is responsible is not a *Breach*, and therefore does not necessitate notice to the impacted *Individual*, it shall document its assessment of risk, conducted as set forth in 45 CFR § 402(2). *Business Associate* shall make its risk assessment available to Covered Entity upon request. It shall include 1) the name of the person 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.

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*. *Business Associate* shall make its mitigation and corrective action plans available to Covered Entity upon request.

8. Providing Notice of Breaches.

8.1 If Covered Entity determines that a *Breach* of *PHI* for which *Business Associate* was responsible, and if requested by Covered Entity, *Business Associate* shall provide notice to the *Individual* whose *PHI* has been the subject of the *Breach*. When so requested, *Business Associate* shall consult with Covered Entity about the timeliness, content and method of notice, and shall receive Covered

STATE OF VERMONT
DEPARTMENT OF HEALTH
SUBRECIPIENT GRANT AGREEMENT

Grant # 03420-10082

Page 27 of 38

Entity's approval concerning these elements. *Business Associate* shall be responsible for the cost of notice and related remedies.

8.2 The notice to affected *Individuals* shall be provided as soon as reasonably possible and in no case later than sixty (60) calendar days after *Business Associate* reported the *Breach* to Covered Entity.

8.3 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).

8.4 *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* to require compliance with HIPAA and to ensure *Business Associate* and *Subcontractor* comply with the terms and conditions of this Agreement. *Business Associate* must enter into such written agreement before any Use by or Disclosure of *PHI* to such *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 *PHI*. *Business Associate* shall provide a copy of the written 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 five (5) 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

STATE OF VERMONT
DEPARTMENT OF HEALTH
SUBRECIPIENT GRANT AGREEMENT

Grant # 03420-10082

Page 28 of 38

Entity. Within five (5) 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 five (5) 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* available to the Secretary of Health and Human Services (HHS) 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 the *PHI* is destroyed or returned to Covered Entity subject to Section 18.8.

14.2 If *Business Associate* fails to comply with any material term of this Agreement, Covered Entity may provide an opportunity for *Business Associate* to cure. If *Business Associate* does not cure within the time specified by Covered Entity or if Covered Entity believes that cure is not reasonably possible, Covered Entity may immediately terminate the Contract or Grant without incurring liability or penalty for such termination. If neither termination nor cure are feasible, Covered Entity shall report the breach to the Secretary of HHS. Covered Entity has the right to seek to cure such failure by *Business Associate*. Regardless of whether Covered Entity cures, it retains any right or remedy available at law, in equity, or under the Contract or Grant and *Business Associate* retains its responsibility for such failure.

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,

STATE OF VERMONT
DEPARTMENT OF HEALTH
SUBRECIPIENT GRANT AGREEMENT

Grant # 03420-10082

Page 29 of 38

PHI 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 *PHI*. *Business Associate* shall certify in writing and report to 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 report to Covered Entity any conditions that *Business Associate* believes make the return or destruction of *PHI* infeasible. *Business Associate* shall extend the protections of this Agreement to such *PHI* and limit further Uses and Disclosures to those purposes that make the return or destruction infeasible for so long as *Business Associate* maintains such *PHI*.

16. Penalties. *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.

17. Training. *Business Associate* understands its obligation to comply with the law and shall provide appropriate training and education to ensure compliance with this Agreement. If requested by Covered Entity, *Business Associate* shall participate in Covered Entity's training regarding the Use, Confidentiality, and Security of *PHI*; however, participation in such training shall not supplant nor relieve *Business Associate* of its obligations under this Agreement to independently assure compliance with the law and this Agreement.

18. Miscellaneous.

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

18.2 Each party shall cooperate with the other party to amend this Agreement from time to time as is necessary for such party to comply with the Privacy Rule, the Security Rule, or any other standards promulgated under HIPAA. This Agreement may not be amended, except by a writing signed by all parties hereto.

18.3 Any ambiguity in this Agreement shall be resolved to permit the parties 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, Security Rule, and HITECH) in construing the meaning and effect of this Agreement.

**STATE OF VERMONT
DEPARTMENT OF HEALTH
SUBRECIPIENT GRANT AGREEMENT**

Grant # 03420-10082

Page 30 of 38

18.5 *Business Associate* shall not have or claim any ownership of *PHI*.

18.6 *Business Associate* shall abide by the terms and conditions of this Agreement with respect to all *PHI* 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 *PHI* may not be sold without Covered Entity’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 12 survives the expiration or termination of this Agreement with respect to accounting requests, if any, made after such expiration or termination.

Rev. 05/22/2020

STATE OF VERMONT
DEPARTMENT OF HEALTH
SUBRECIPIENT GRANT AGREEMENT

Grant # 03420-10082

Page 31 of 38

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

STATE OF VERMONT
DEPARTMENT OF HEALTH
SUBRECIPIENT GRANT AGREEMENT

Grant # 03420-10082

Page 32 of 38

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

**STATE OF VERMONT
DEPARTMENT OF HEALTH
SUBRECIPIENT GRANT AGREEMENT**

Grant # 03420-10082

Page 33 of 38

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

STATE OF VERMONT
DEPARTMENT OF HEALTH
SUBRECIPIENT GRANT AGREEMENT

Grant # 03420-10082

Page 34 of 38

“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 of 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

STATE OF VERMONT
DEPARTMENT OF HEALTH
SUBRECIPIENT GRANT AGREEMENT

Grant # 03420-10082

Page 35 of 38

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:

**STATE OF VERMONT
DEPARTMENT OF HEALTH
SUBRECIPIENT GRANT AGREEMENT**

Grant # 03420-10082

Page 36 of 38

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

**STATE OF VERMONT
DEPARTMENT OF HEALTH
SUBRECIPIENT GRANT AGREEMENT**

Grant # 03420-10082

Page 37 of 38

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

**STATE OF VERMONT
DEPARTMENT OF HEALTH
SUBRECIPIENT GRANT AGREEMENT**

Grant # 03420-10082

Page 38 of 38

its agency, programs and/or contact information as well as accurate and up to date information to its database as requested. The “Inclusion/Exclusion” policy can be found at www.vermont211.org.

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