

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

¹ Grant #: 03420-10213		² Original <input checked="" type="checkbox"/> Amendment # _____	
³ Grant Title: DULCE Lund Family Center			
⁴ Amount Previously Awarded: \$ 0.00		⁵ Amount Awarded This Action: \$ 66,083.00	
⁶ Total Award Amount: \$ 66,083.00			
⁷ Award Start Date: 01/01/24		⁸ Award End Date: 06/30/25	
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	\$5,573.00	\$5,573.00	
Special Fund	\$0.00	\$0.00	\$0.00	
Global Commitment (non-subrecipient funds)	\$0.00	\$8,796.00	\$8,796.00	
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
93.110	Transforming Pediatrics for Early Childhood	\$0.00	\$33,829.00	\$33,829.00	U9H49202	3/18/24	\$1,000,000.00
³⁹ Federal Awarding Agency: Health Resources and Services Administration		⁴⁰ Federal Award Project Descr: Transforming Pediatrics for Early Childhood					
93.778	Medicaid - Program	\$0.00	\$17,885.00	\$17,885.00	2405VTSMAP	10/01/23	\$323,203,170.00
Federal Awarding Agency: HHS, CMS		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	\$66,083.00	\$66,083.00			

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

NAME: Laura Pentenrieder
 TITLE: Program Manager
 PHONE: 802-598-4613
 EMAIL: laura.pentenrieder@vermont.gov

GRANTEE

NAME: Kim Laroche
 TITLE: PCC Director
 PHONE: 802-864-7467
 EMAIL: kiml@lundvt.org

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

Grant # 03420-10213

Page 2 of 29

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, Vermont (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 support a Family Support Worker with DULCE and Pediatric Care Coordination. 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 **29** 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
- Attachment E – Business Associate Agreement
- Attachment F – AHS Customary Contract/Grant Provisions

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

Grant # 03420-10213

Page 3 of 29

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

Mark Levine, MD
Commissioner
Vermont Department of Health

4/26/2024

GRANTEE

By:

DocuSigned by:
Mary Burns
222FB40991B6476...

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

4/26/2024

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

Grant # 03420-10213

Page 4 of 29

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

Background

Screening for social determinants of health and connecting families to community resources in well child visits is an essential part of the *Bright Futures* 4th edition guidelines. To that end, the Center for the Study of Social Policy designed the Developmental Understanding and Legal Collaboration for Everyone (DULCE) approach, a national evidence-based program. The Vermont Department of Health's (VDH) Family and Child Health (FCH) Division serves as the state lead organization for implementation of the DULCE model with the continuous quality improvement (CQI) and practice onboarding component led by Vermont Child Health Improvement Program (VCHIP) at the University of Vermont.

DULCE is an innovative intervention embedded within pediatric primary care. DULCE sites proactively screen for and address a family's health-related social needs by connecting families to supports and services to promote the healthy development of infants from birth to six months of age and provide support to their parents. DULCE reduces family stress, giving families more time and energy to bond with and care for their new child. A key feature of the DULCE intervention is the Family Specialist, a Parent Child Center (PCC) employee, and a member of the pediatric team who connects families to resources they need and to which they are legally entitled to based on parents' wishes and priorities.

DULCE implementation includes collaboration between the medical practice, the PCC as the early childhood sector lead, and a legal partner to universally support families by addressing the accumulated burden of social and economic hardship.

Funding:

In 2023, VDH was awarded two new funding opportunities for DULCE:

1. Vermont's Blueprint for Health expansion funding
2. Transforming Pediatrics for Early Childhood: a four-year cooperative agreement from the Health Resources and Services Administration

This funding will allow VDH to support six existing DULCE practices and three new expansion sites. Funding in this agreement will support:

Timberlane Pediatrics South Burlington:

PCC lead: salary and benefits

Mental health clinical lead salary and benefits

Training

Parent engagement stipends

Other: supplies, travel, materials, advertising, occupancy

Indirect

Note: Family Specialist salary and benefits are covered under Blueprint for Health expansion funding and are excluded from this agreement.

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

Grant # 03420-10213

Page 5 of 29

Required Activities, Tasks, and Services

Subrecipient will identify or recruit for and train for the Family Specialist position: 1.0 FTE Family Specialist employed by the Parent Child Center to work at Timberlane Pediatrics South Burlington.

Subrecipient will work with the state to develop a State of Vermont/site-specific DULCE Affiliate Agreement outlining roles and responsibilities for DULCE sites and the state backbone entity. Upon mutual agreement, sites and the state will sign the Affiliate Agreements.

Subrecipient will meet the needs of infants (birth to 6 months) and their families by providing the following services under this agreement:

Implement the DULCE program, in accordance with national model standards and with fidelity including:

Each DULCE clinic site aims for a caseload of 60-70 babies at a time serving 120-140 families per year. Caseload modifications and innovations require the consent of VDH.

First, ensuring DULCE families are served with fidelity to the model, if time allows, Family Specialists will support the needs of the 6 month- 5-year-old patient population in the practice in partnership with the Blueprint Community Health Team.

All members of the DULCE team adhere to the components and performance measures in the DULCE Key Driver Diagram.

Employ or contract with a mental health clinical lead per the DULCE model fidelity standards. Mental health clinical leads provide reflective supervision for the Family Specialist on a weekly basis for one hour (4 hours per month), attend case review, and provide consultation to the interdisciplinary team.

The DULCE Family Specialist and mental health clinical lead are trained in the Brazelton Touchpoints approach. The Family Specialist will receive training to administer the Brazelton Newborn Behavioral Observation assessment.

Engage with the DULCE legal partner who provides consultation to the DULCE team on system level issues and family specific needs. The legal partner attends case review and is available to the Family Specialist and interdisciplinary team for consultation. They are also able to assist families directly. Legal partner services are funded by VDH directly with the legal entity and are not the fiscal responsibility of the subrecipient.

In collaboration with the pediatric office, ensure ongoing weekly DULCE case review aimed at problem solving and ongoing collaboration/consultation. The interdisciplinary

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

Grant # 03420-10213

Page 6 of 29

team includes the Family Specialist, primary care pediatrician /NP champion, legal partner, mental health specialist and early childhood community representative.

The DULCE Family Specialist collects and inputs data into DULCE data system within 3-5 calendar days of client contact and works with VCHIP and CORE (the CSSP data contractor) on data questions and needs. The subrecipient will work with VCHIP and VDH to implement a Vermont-specific DULCE database. Once in place, the Family Specialist will utilize it for data entry and CQI activities.

The DULCE Family Specialist will assist the Blueprint team in completing their data collection regarding the number of clients served by DULCE per payor/insurance company/type.

New DULCE sites participate in monthly continuous quality improvement (CQI) meetings. Established sites participate in quarterly CQI meetings. CQI meetings are held with the DULCE team and are facilitated by VCHIP for the purpose of reviewing data and conducting quality improvement activities.

The site will continue to partner with CSSP, VDH, Blueprint for Health, OneCare, and the VT DULCE Implementation Team, to refine sustainability and expansion planning. The subrecipient will notify VDH, VCHIP, and the implementation team of the transition and hiring of any DULCE staff in a timely manner.

The subrecipient will ensure the DULCE Family Specialist has continued opportunities to learn about the array of parent and early childhood services, supports, and opportunities available throughout the community.

The subrecipient will facilitate the engagement of DULCE partners in the DULCE Learning Collaborative and Vermont specific DULCE meetings. Note this list is subject to change at the discretion of the parties and the DULCE national team.

Activity	Frequency	Participants
DULCE National Forum	Once/year	EC-Lead, Family Specialist, Physician Champion, Mental Health Lead, Legal Partner(s), Project Lead (if different from above). If the meeting is in person, VDH will work with the sites to identify funding and clarify participants
DULCE National Learning Collaborative Calls	Quarterly or as determined by CSSP	EC-Lead, Family Specialist, Physician Champion, Mental Health Lead, Legal Partner(s), Project Lead (if different from

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

Grant # 03420-10213

Page 7 of 29

(Shared learning to enhance DULCE implementation)		above), and the VT DULCE Implementation Team. Required participation may vary based on content.
PCC Lead Calls	Monthly	VDH, VCHIP, EC Lead
Family Specialist affinity calls	Monthly or every other month as determined by VDH and VCHIP	VDH, VCHIP, Family Specialists
Vermont all site meeting	Annually	Ideally, the full interdisciplinary team, but at a minimum: Family Specialists, EC Lead, Physician Champion, Legal Partner, VCHIP, VDH

Monitoring

VDH provides reasonable assurance that subrecipients of these federal funds comply with federal and state laws and regulations, and that the performance goals are achieved. This is accomplished through subrecipient monitoring, a process whereby programmatic and business management performances are assessed.

The Health Department Program Manager will meet regularly (at CQI meetings, ad hoc meetings as requested by the DULCE program manager or the site, and over email) with subrecipient project staff to discuss project performance, successes, barriers, and review workplan timelines and needed changes. Subrecipient will maintain de-identified documentation on patients and encounters. Subrecipient shall provide the state with access to this information, at the request of the state.

Performance Measures/Reporting Requirements

The Subrecipient will submit semi-annual narrative reports using the CSSP DULCE and VDH reporting templates, which will include DULCE performance measures and narrative reporting as well as a list of DULCE-focused meetings (if any) with Blueprint Program Managers and/or QI facilitators.

DULCE Blueprint for Health expansion sites will collaborate with pediatric office staff and Blueprint for Health staff including community health team members, quality improvement facilitators, and others on DULCE-related Blueprint for Health evaluation and data reporting.

Quarterly financial reports are required, and invoices will include details of expenditures by month and by year-to-date.

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

Grant # 03420-10213

Page 8 of 29

Programmatic and financial reports will be submitted according to the schedule below:

Due Date	Period Covered	Report due
April 30, 2024	January 1, 2024 – March 31, 2024	Financial
July 31, 2024	April 1, 2024 – June 30, 2024	Financial for 4/1/2024 – 6/30/2024 and program reporting 1/1/2024 – 6/30/2024
October 31, 2024	July 1, 2024 – September 30, 2024	Financial
January 31, 2025	October 1, 2024 – December 31, 2024	Financial for 10/1/2024 – 12/31/2024 and program reporting for 7/1/2024 – 12/31/2024
April 30, 2025	January 1, 2025 – March 31, 2025	Financial
July 31, 2025	April 1, 2025 – June 30, 2025	Financial for 4/1/2025 – 6/30/2025 and program reporting for 1/1/2025 – 6/30/2025

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

Grant # 03420-10213

Page 9 of 29

**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 **\$66,083**.
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 **31** 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:

Year 1

Period Covered:	Amount:	Date Due:	Required Deliverables:
1/1/2024 – 3/31/2024	Reimbursement based on actual expenditures for this grant.	4/30/2024	Reporting and performance measures as outlined in Attachment A
4/1/2024 – 6/30/2024	Reimbursement based on actual expenditures for this grant.	7/31/2024	Reporting and performance measures as outlined in Attachment A
7/1/2024 – 9/30/2024	Reimbursement based on actual expenditures for this grant.	10/31/2024	Reporting and performance measures as outlined in Attachment A

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

Grant # 03420-10213

Page 10 of 29

Year 2

Period Covered:	Amount:	Date Due:	Required Deliverables:
10/1/2024 – 12/31/2024	Reimbursement based on actual expenditures for this grant.	1/31/2025	Reporting and performance measures as outlined in Attachment A
1/1/2025 – 3/31/2025	Reimbursement based on actual expenditures for this grant.	4/30/2025	Reporting and performance measures as outlined in Attachment A
4/1/2025 – 6/30/2025	Reimbursement based on actual expenditures for this grant.	7/31/2025	Reporting and performance measures as outlined in Attachment A

6. 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:
- Subrecipient must use the VDH invoice template
 - 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
7. Electronic submission of invoices is preferred at Email: Laura.Pentenreider@vermont.gov
Or allowable via USPS mail to: Laura Pentenrieder
Vermont Department of Health
Division of Family and Child Health
280 State Drive
Waterbury, VT 05671-8360
8. 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.
9. VDH/FCH will consider poor performance or non-performance when awarding future grants.

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

Grant # 03420-10213

Page 11 of 29

**ATTACHMENT C: STANDARD STATE PROVISIONS FOR CONTRACTS AND GRANTS
Revised December 7, 2023**

Attachment C: Standard State Provisions for Contracts and Grants” (revision version dated December 7, 2023) constitutes part of this Agreement and is hereby incorporated by reference as if fully set forth herein and shall apply to the purchase of all goods and/or services by the State under this Agreement. A copy of this document is available online at: <https://bgs.vermont.gov/purchasing-contracting/forms>.

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

Grant # 03420-10213

Page 12 of 29

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

1. 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:

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

Reasons for modifications: Abuse and Molestation liability coverage is required given the nature of this agreement. The Attachment C revised on 12/07/23 does not include these requirements.

STATE OF VERMONT
DEPARTMENT OF HEALTH
SUBRECIPIENT GRANT AGREEMENT

Grant # 03420-10213

Page 13 of 29

ATTACHMENT E
BUSINESS ASSOCIATE AGREEMENT

SOV GRANTEE/BUSINESS ASSOCIATE: LUND FAMILY CENTER, INC.

GRANT EFFECTIVE DATE: JANUARY 1, 2024

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*.

“*Electronic PHI*” shall mean *PHI* created, received, maintained or transmitted electronically in accordance with 45 CFR § 160.103.

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

Grant # 03420-10213

Page 14 of 29

“*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.

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

STATE OF VERMONT
DEPARTMENT OF HEALTH
SUBRECIPIENT GRANT AGREEMENT

Grant # 03420-10213

Page 15 of 29

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.

5. Electronic PHI Security Rule Obligations.

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

STATE OF VERMONT
DEPARTMENT OF HEALTH
SUBRECIPIENT GRANT AGREEMENT

Grant # 03420-10213

Page 16 of 29

- 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.

6. **Reporting and Documenting Breaches.**

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

Grant # 03420-10213

Page 17 of 29

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

STATE OF VERMONT
DEPARTMENT OF HEALTH
SUBRECIPIENT GRANT AGREEMENT

Grant # 03420-10213

Page 18 of 29

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 Entity. Within five (5) business days, *Business Associate* shall forward to Covered Entity

STATE OF VERMONT
DEPARTMENT OF HEALTH
SUBRECIPIENT GRANT AGREEMENT

Grant # 03420-10213

Page 19 of 29

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, *PHI* that *Business Associate* still maintains in any form or medium (including

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

Grant # 03420-10213

Page 20 of 29

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 # 03420-10213

Page 21 of 29

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 # 03420-10213

Page 22 of 29

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 # 03420-10213

Page 23 of 29

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 # 03420-10213

Page 24 of 29

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 # 03420-10213

Page 25 of 29

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

7. **Data Protection and Privacy:**

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

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

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

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

Data Breaches: Party shall report to AHS, through its Chief Information Officer (CIO), any impermissible use or disclosure that compromises the security, confidentiality or

STATE OF VERMONT
DEPARTMENT OF HEALTH
SUBRECIPIENT GRANT AGREEMENT

Grant # 03420-10213

Page 26 of 29

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 # 03420-10213

Page 27 of 29

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 # 03420-10213

Page 28 of 29

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 # 03420-10213

Page 29 of 29

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