

Notice of Funding Opportunity (NOFO)

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Mobile Integrated Healthcare Implementation Services

Post Date: June 11, 2026

Information Session: June 26, 2026, at 11AM (Eastern)

Letters of Interest Due: July 10, 2026, at 4:30 PM (Eastern)

Notice of Award: August 28, 2026

State of Vermont Point of Contact:

Danielle Tucker

Preparedness, Response, and Emergency Medical Services

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Please be advised that all notifications, releases, and addendums associated with this NOFO will be posted at <https://www.vermontbusinessregistry.com/>

The state will make no attempt to contact interested parties with updated information. It is the responsibility of each bidder to periodically check the above webpage for any and all notifications, releases and addendums associated with this NOFO.

The Agency of Human Services (AHS), Department of Health (VDH), is pleased to announce a funding opportunity through Vermont's Rural Health Transformation Program (RHTP). This notice provides an overview of the RHTP, a description of the funding opportunity, a year-1 estimated timeline, award criteria, and Letter of Interest instructions.

Overview - Vermont has received a RHTP grant in the amount of \$195 million in Year One of a five-year opportunity. The purpose of the grant is to build stronger rural health networks, improve technology and shared operations, strengthen the rural health workforce and ultimately ensure that Vermonters receive the right care at the right time for an affordable cost.

Project Goals - Vermont's healthcare system is under significant financial and operational strain. Strengthening care transitions, reducing avoidable emergency department utilization and hospital readmissions, and supporting patients with complex needs in community settings are urgent statewide priorities. The State intends to support the implementation of regional Mobile Integrated Healthcare (MIH) programs to achieve the following goals: 1. Improving the quality of health care services; 2. Reducing health care costs; and 3. Strengthening the rural health care workforce.

RHTP funds are to be used to support active service implementation, delivery, and measurable patient impact. This funding opportunity is not intended for initial planning and feasibility studies.

Grant Funding – Funds may be used for personnel costs (operations, administrative, medical direction/physician oversight), education and training, vehicles, information technology, operational and clinical equipment, supplies, medications, (excluding clinical services as defined under Restrictions on Funding on page 2), and other reasonable costs directly associated with active implementation and service delivery of the scope of work.

This project is supported by the Centers for Medicare & Medicaid Services (CMS) of the U.S. Department of Health and Human Services (HHS) as part of a financial assistance award totaling \$5,370,000 for MIH with 100 percent funded by CMS/HHS. The contents are those of the author(s) and do not necessarily represent the official views of, nor an endorsement, by CMS/HHS, or the U.S. Government.

- Total year 1 funds allocated for this NOFO are \$3,750,000.00, distributed between up to five (5) implementation sites
- Source of funding - CMS VT Notice of Award #RHTCMS332047-01-00
- VT state funding mechanism – NOFO/State Subrecipient Grant Agreement
- Preference will be given to rural locations (that includes all Vermont Counties with the exception of Chittenden County).
 - For providers within Chittenden County, determination will be analyzed on an applicant-by-applicant basis depending on rural service areas.

Grants/contracts executed from this NOFO will be for a period of 14 months with an anticipated start date of August 1, 2026. The grant period is anticipated to extend from August 1, 2026, through September 30, 2027, for a period of 14 months. Year 1 funds must be fully spent by September 30, 2027.

A grant agreement executed as a result of this NOFO may be extended up to four (4), one-year option periods with VDH and CMS approval.

Restrictions on Funding – Key areas where funding may not be used are the following. This is not an exhaustive list:

- Pre-award costs
- Meeting matching requirements for any other federal funds or local entities
- Supplanting existing State, local, tribal, or private funding for infrastructure or services, such as staff salaries
- Clinician salaries or wage supports for facilities that subject clinicians to non-compete contractual limitations
- Purchase of covered telecommunications and video surveillance (see [2 CFR 200.216 -- Prohibition on certain telecommunications and video surveillance equipment or services](#)) as well as financial assistance to households for installation and monthly broadband internet costs
- Clinical services that could be reimbursed by insurance; funds also may not be used for payments to clinical services if they duplicate billable services and/or attempt to change the payment amounts of existing fee schedules; if the Recipient plans to fund direct health care services, the Recipient must justify why they are not already reimbursable, how the payment will fill a gap in care coverage (such as uncompensated care or services not covered by insurance), and/or how they transform the current care delivery model. AHS and CMS will have final approval of whether proposed services are allowable
- Construction or building expansion, purchasing or significant retrofitting of buildings, cosmetic upgrades, or any other cost that materially increases the value of the capital or useful life as a direct cost

Funds will not be awarded under this NOFO for building renovations/improvements. Should the respondent feel that funding for building renovations/improvements are desired under their proposal/scope of work, the respondent must apply for such funds through a different RHTP grant NOFO that will be posted by the Agency of Human Services specific to facility upgrades.

Year 1 Estimated Timeline –

June 11, 2026	NOFO Posting Date
June 26, 2026 at 11 AM (Eastern Time)	Information Conference
July 10, 2026 at 4:30 PM (Eastern Time)	Letters of Interest due to VDH
July 13 – August 14, 2026	VDH team reviews Letters of Interest
August 17 – August 28, 2026	Negotiations with grantees
August 28, 2026	All grantees notified of award
September 2026	All subrecipient grants executed and funds obligated
September, 2026 – August, 2027	VDH and CMS provide oversight, monitoring, and evaluation of grants for spending and performance to determine eligibility for continued funding.
September 30, 2027	Year-1 funds are fully spent

Project Summary - VDH is seeking **Letters of Interest** from qualified Emergency Medical Services (EMS) agencies and hospital-based EMS programs to implement Mobile Integrated Health (MIH) services at five (5) MIH implementation sites through funding provided by the RHTP. The five (5) selected MIH implementation sites will be geographically distributed to support access to services across rural Vermont and shall provide, at a minimum, one of the three core MIH services related to the following:

- Congestive Heart Failure (“CHF”)
- Chronic Obstructive Pulmonary Disease (“COPD”)
- Joint Replacement Care.

Letters of Interest - Letters of Interest should address, at a high level, the following core MIH program elements (sections A-M):

- A. Key Stakeholders** - Program leaders, key team members, partners, and their respective roles and responsibilities related to the MIH program.
- B. Partnerships, Catchment Area, and System Impact** - Applicants shall identify key partnerships, this may include a hospital(s), a health care facility(s), or an EMS agency(s), and the hospital catchment area(s) where patients reside that are expected to be candidates for the MIH program.
- C. Operational Readiness** - Applicants shall detail their operational readiness or near-operational readiness. **Operationally ready** means an applicant is able, at the time of submission, to satisfy all operational requirements outlined in this NOFO. **Near-operational readiness** means an applicant is able, at the time of their submission, to show demonstrated progress towards satisfaction of all requirements outlined in this

NOFO. Satisfaction with all requirements included in this NOFO must be achieved within one hundred and twenty (120) days of a signed agreement.

D. Core MIH Services - The core MIH service(s) to be provided are listed in the bullets below. Selected MIH sites must implement one or more of the following statewide core service bundles and shall identify in their response which core service bundle(s) or all services will be implemented. Additional services may be proposed in the letters of interest, only if the provision of those services does not interfere with the implementation of one or more of the core service bundles. Proposal for additional services does not guarantee the State will award funding for those services:

- Congestive Heart Failure (CHF)
- Chronic Obstructive Pulmonary Disease (COPD)
- Joint Replacement Care

At a minimum, each core service bundle shall include:

- Defined schedule of patient contact following hospital discharge
- In-home clinical assessment and treatment appropriate to the patient's condition and diagnosis
- Medication reconciliation and adherence review
- Review and reinforcement of discharge instructions
- Disease-specific education
- Communication to referring provider or care team regarding in-home findings and any follow-up care needs
- Identification of social, environmental, or access barriers that may impact recovery and care plan adherence, with a preference for using evidence-based tools

E. Telehealth - MIH sites may, but are not required to, incorporate telehealth or virtual consultation components to support clinical decision-making, specialist input, and/or care coordination. Telehealth shall not replace in-home care unless approved by MIH Medical Director. All telehealth or virtual consultation components must comply with MIH core service bundle requirements. All telehealth or virtual consultation components must be compliant with applicable State and Federal laws.

Telehealth use may include real-time consultation with the MIH Medical Director or another licensed health care professional, such as a specialist (e.g., cardiologist, pulmonologist, orthopedist, primary care).

F. Remote Patient Monitoring - MIH sites may, but are not required to, incorporate remote patient monitoring components to support post-discharge care, early identification of clinical deterioration, and coordination with referring providers. Remote patient monitoring shall not replace in-home care unless approved by the MIH Medical Director. All remote patient monitoring components must comply with MIH core service bundle requirements in section D of this NOFO. All remote patient monitoring components must be compliant with applicable State and Federal laws.

Remote patient monitoring activities may include use of home-based monitoring devices to support disease-specific management and review of transmitted data by EMS clinicians subject to MIH Medical Director oversight.

Remote patient monitoring components must be integrated with existing clinical workflows and must be documented in accordance with the Office of Emergency Medical Services (OEMS) MIH Program Recognition Framework.

Communication of clinically significant findings must be made to the referring provider and/or patient's specialist(s).

G. Implementation Plan - Applicants must provide the following information for each service bundle they intend to implement:

- Sponsoring hospital or healthcare facility supporting the MIH core service bundle.
- Description of referral pathways (e.g., hospital discharge coordination, emergency department referral, specialty clinic) and anticipated referral sources.
- Communications planning with referring providers.
- Clinical service components.
- Proposed visit structure.
- Discharge and/or transition planning process.

H. Delegated Clinical Authority - Current Vermont EMS laws do not include MIH services as part of the scope of practice for EMS personnel. Applicants must identify a licensed healthcare professional(s) whose scope of practice includes all aspects of the proposed MIH services. Depending on the scope and type of MIH services proposed, delegated authority may come from one or more legally authorized licensed healthcare professionals. The identified licensed health care professional(s) must delegate professional responsibility for providing MIH services to EMS personnel providing MIH services in accordance with State law. Applicants must also identify the sponsoring hospital and/or healthcare facility.

All direct patient services provided by EMS agency staff as part of MIH delivery must fall under the delegated clinical authority of a licensed healthcare professional responsible for the clinical oversight of those services. General provider training, education, and MIH program development will be under the purview of a program medical director.

I. Medical Direction and Oversight - Applicants must identify and designate a MIH physician Medical Director. The identified MIH Medical Director must meet the following requirements:

- Be credentialed and actively affiliated with the sponsoring hospital or health care facility
- Have substantial experience in MIH core service(s)
- Be responsible for clinical oversight of the MIH program
- Be responsible for delegating clinical authority to EMS personnel, or, coordinating with licensed healthcare professionals who are delegating authority to EMS personnel to perform MIH core service(s).

- Be responsible for quality assurance activities related to the MIH program.
- Coordinate with EMS agency medical director

Other physicians may be involved and participate in program design, referral pathways, clinical protocols and consultation but primary clinical oversight shall be the MIH Medical Director's responsibility.

J. Coordination with Regional Agencies – Applicants shall identify those home health agencies operating in their region and how they are coordinating/collaborating with such entities

K. Documentation Requirements – Selected MIH sites must comply with all clinical documentation requirements in accordance with the MIH Medical Director's scope of practice and licensure. MIH sites must comply with all records development, maintenance, and security requirements set forth in their grant agreement.

L. State Data Security and Reporting Requirements – Applicants shall explain their record development, maintenance, and security processes and data collection systems. Selected MIH sites must comply with all grant agreement reporting requirements, including but not limited to, the submission of monthly data which shall include required core data elements sufficient to support statewide aggregation and evaluation. The first quarterly report is due October 31, 2026 (of Q3 2026 activities). Core data elements include performance targets set by the applicant for year one, as well as but not limited to those listed here:

- Number of (unique) people served
- Percentage of patients contacted within 48 hours of discharge
- Number of patient visits
- Number of medication reconciliation encounters
- Clinical improvement metrics for chronic diseases (TBD)
- Percentage of patients whose care included remote monitoring
- Percentage of patients whose care included at least one telehealth visit
- Number of emergency department visits related to core service conditions for enrolled patients
- Number of 30-day hospital readmissions for enrolled patients
- Average cost per patient encounter
- Patient satisfaction scores

M. Quality Assurance - Applicants shall detail how they intend to maintain a structured Quality Assurance (QA) process appropriate to the scope and complexity of services provided. The QA process for each selected MIH site shall be operated and overseen by the identified MIH Medical Director. QA shall comply with the requirements set forth in the grant agreement and must include defined case review and clinical oversight processes.

Optional – Collaborative Implementation Model - Applicants may propose a collaborative implementation model where the primary applicant (selected MIH site) provides capacity-building operational support to another state selected MIH site. An applicant proposing a collaborative implementation model must describe the following:

- The nature of support expected from the collaborating agency, including but not limited to, clinical staffing, responsive vehicles, supervisory oversight, and start-up assistance
- The structure of the collaboration agreement
- The plan for building the primary applicant’s capacity to assume program ownership in a timely fashion
- The role of the primary applicant’s MIH Medical Director in the collaborative implementation model

Optional – Workforce Development and Education – Applicants may propose building a scalable and translatable workforce development and education program designed to prepare EMS personnel affiliated with state licensed EMS agencies approved to provide MIH core services to provide non-emergency, home based care. Proposed educational and training activities must be directly related to operational or near-operational MIH service implementation and delivery.

Qualified applicants for this NOFO must be considered Operationally Ready or Nearly Operationally Ready. VDH will review submitted Letters of Interest for applicant eligibility, qualifications, operational readiness, and alignment with program requirements. Final award(s) will not be determined by Letter of Interest alone. Qualified applicants can expect further instructions from VDH in the near future. It is the intent that VDH will make reasonable effort to award funding in a manner that supports statewide access and system impact.

1. Applicants must be organizations with existing capabilities that meet the definition of “Operationally Ready,” or “Near Operationally Readiness,” and either
 - a. A Vermont state licensed EMS agency with a formal clinical partnership with a sponsoring hospital or health care facility

OR

- b. A hospital that will deploy MIH services through internally employed EMS personnel.
2. Letters of Interest shall address the following:
 - a. Proposed program aligns with those goals listed in the Project Goals section of this NOFO.
 - b. At a high level, each of the core MIH program elements (sections A-M)
 - c. Estimated number of unique people served and description of geographical catchment area

- d. A proposed, high-level budget which aligns with the scope of work and projected catchment area.
- e. See “MIH Provider Cost Questionnaire” to fill out and return with Letters of Interest.

Additional Requirements – Selected applicants will be expected to sign a grant agreement with the State, including the standard grant agreement and Attachment C, as attached to this NOFO for reference.

- Business Registration. To be awarded a grant by the State of Vermont an applicant (except an individual doing business in his/her own name) must be registered with the Vermont Secretary of State’s office <https://sos.vermont.gov/corporations/registration/> and must obtain a Contractor’s Business Account Number issued by the Vermont Department of Taxes <http://tax.vermont.gov/>.
- Employer Identification Number (EIN): Grantees will be required to obtain an EIN in order to execute the agreement. Parties can apply for an EIN at www.sam.gov.
- Accepted applicants will also have to provide a valid certificate of insurance compliant with the State of Vermont Attachment C requirements and a W-9 form, wet signed.

Questions - A non-mandatory information session will be held on June 26, 2026, at 11:00 AM. Please hold questions until this time. Questions not able to be addressed during the information session will be responded to in writing and posted in the same location of this NOFO at a later date.

Submittal Instructions – Letters of Interest shall be submitted electronically via email to Danielle.Tucker@vermont.gov no later than **July 10, 2026, at 4:30 PM**.

Contacts – All communications concerning this RFP are to be addressed in writing to the State Contact listed on the front page of this RFP. Actual or attempted contact with any other individual from the State concerning this RFP is strictly prohibited and may result in disqualification. For questions about this NOFO, contact Danielle Tucker at Danielle.Tucker@vermont.gov.

Attachments:

MIH Provider Cost Questionnaire

State of Vermont Grant Template, including:

Part 2: Grant Agreement

Attachment C: Standard State Provisions for Contracts and Grants

Attachment E: Business Associate Agreement

Attachment F: AHS Customary Contract/Grant Provisions

2. a. Report the total annual budget excluding the staffing costs reported in thestaffing table needed to support the MIH program:

b. Provide a summary of the expenses included in the amount reported above.

c. For any shared expenses (such as overhead costs) included in the total reported above, describe the basis for allocating expenses to the MIH program.

3. Report the number of clients you expect to support through Mobile Integrated Health in a typical month. Then report the expected number of service encounters per client per month and the expected average length of an encounter (in minutes).

Category of Care	Expected Service Population (unique clients per month)	Expected Service Encounters Per Client per Month	Expected Avg. Encounter Length (in minutes)
Congestive Heart Failure			
Chronic Obstructive Pulmonary Disease			
Post-Joint Replacement			

PART 2 - GRANT AGREEMENT

1. Parties: This is a Grant Agreement for services between the State of Vermont, Department of Health, Division of Prevention, Response, and Emergency Medical Services (hereinafter called "State"), and **XXXXXX** with principal place of business in **XXX** (hereinafter called "Subrecipient" or "Grantee"). 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 shall be around the provision of Mobile Integrated Health Services. 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 **XX** 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
~~Attachment G – Other 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 G – Other Grant Provisions~~
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

SUBRECIPIENT

By:

By:

Julie Arel
Interim Commissioner
Vermont Department of Health

Date: _____

Date: _____

Address:

ATTACHMENT B PAYMENT PROVISIONS

The maximum dollar amount payable under this Agreement is not intended to guarantee any amount of payment under this grant. The Subrecipient's performance is limited to the services and activities set forth in Attachment A of this document. The Subrecipient shall not be obligated or expected to provide services beyond the amounts stated. The State may withhold payment in whole or in part in the event the Subrecipient fails to comply with the terms of this agreement.

1. General Payment Provisions Requirements:

- a. The Subrecipient may request payment under this agreement by submitting an error-free invoice and reporting requirements described in Attachment A. Invoices must be signed and dated by the Subrecipient, and include the following:
 - i. Subrecipient name
 - ii. Subrecipient mailing address
(that matches W-9 on file)
 - iii. Grant number
 - iv. Invoice number
 - v. Invoice date
 - vi. Performance period
 - vii. Description of activities performed
 - viii. Amount due per actual expense
 - ix. Required deliverables and reporting materials
 - x. Invoices, receipts and supporting documentation related to a request for reimbursement

- b. Subrecipient understands that their organization’s internal controls must reflect procedures for utilizing funds to support and account for indirect and direct expenditures. Any invoice payments found not in compliance with state and federal regulations during financial reviews may be subject to the recoupment of funds.

2. Invoicing and payments:

- a. Total expenditure for this grant will not exceed \$XXXXXX.
- b. State of Vermont payment terms for invoices are Net 30 days from the date the State receives an error-free invoice and receipt, review and approval of required reporting, and the meeting and/or exceeding of the Performance Measures.
- c. The Subrecipient will submit all required deliverables and an invoice for actual expenditures related to activities described in Attachment A according to the schedule below:

Period	Deliverable/ Service Dates	Invoice Due Date

- a. All invoices are required to be received by the Vermont Department of Health within 60 days of the end of the grant period. Invoices submitted after 60 days are subject to non-payment.
- b. Supporting documentation for all invoices must be retained for three (3) years after the Agreement has ended or for any period required by law (see Attachment C, Section 13). Documentation will be requested to substantiate invoices and/or for audit at the State’s discretion, a minimum of one time per year.

3. INVOICE ADDRESS:

Please submit all invoices, required deliverables, and other supporting documentation when requested, electronically to:

EMAIL ADDRESS

Email is preferred invoicing method, but if applicable please material send to:
 Vermont Department of Health
DIVISION
 280 State Drive
 Waterbury, Vermont **05671-XXXX**

**ATTACHMENT C: STANDARD STATE PROVISIONS
FOR CONTRACTS AND GRANTS
REVISED OCTOBER 1, 2024**

“Attachment C: Standard State Provisions for Contracts and Grants” (revision version dated October 1, 2024) 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>.”

**ATTACHMENT E
BUSINESS ASSOCIATE AGREEMENT**

SOV CONTRACTOR/GRANTEE/BUSINESS ASSOCIATE: XXXXXX

SOV GRANT NO. 03420-XXXXX

GRANT EFFECTIVE DATE: XXXX

This Business Associate Agreement (“Agreement”) is entered into by and between the State of Vermont Agency of Human Services, operating by and through its **Vermont Department of 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.

“*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 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:

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.

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.

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 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 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.

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

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

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

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

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

agreements between the Party, subcontractors and other service providers to the Agency of Human Services and any of its departments as well as to the Center for Medicare and Medicaid Services.

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

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

Federal Medicaid System Security Requirements Compliance: Party shall provide a security plan, risk assessment, and security controls review document within three months of the start date of this Agreement (and update it annually thereafter) in order to support audit compliance with 45 CFR 95.621 subpart F, *ADP System Security Requirements and Review Process*.

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

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

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

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

5. **Non-Discrimination:**

Party shall not discriminate, and will prohibit its employees, agents, subcontractors, sub-grantees and other service providers from discrimination, on the basis of age under the Age Discrimination Act of 1975, on the basis of handicap under section 504 of the Rehabilitation Act of 1973, on the basis of sex under Title IX of the Education Amendments of 1972, and on the basis of race, color or national origin under Title VI of the Civil Rights Act of 1964. Party shall not refuse, withhold from or deny to any person the benefit of services, facilities, goods, privileges, advantages, or benefits of public accommodation on the basis of disability, race, creed, color, national origin, marital status, sex, sexual orientation or gender identity as provided by Title 9 V.S.A. Chapter 139.

No person shall on the grounds of religion or on the grounds of sex (including, on the grounds that a woman is pregnant), be excluded from participation in, be denied the benefits of, or be subjected to discrimination, to include sexual harassment, under any program or activity supported by State of Vermont and/or federal funds.

Party further shall comply with the non-discrimination requirements of Title VI of the Civil Rights Act of 1964, 42 USC Section 2000d, et seq., and with the federal guidelines promulgated pursuant to Executive Order 13166 of 2000, requiring that contractors and subcontractors receiving federal funds assure that persons with limited English proficiency can meaningfully access services. To the extent Party provides assistance to individuals with limited English proficiency through the use of oral or written translation or interpretive services, such individuals cannot be required to pay for such services.

6. **Employees and Independent Contractors:**

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

7. **Data Protection and Privacy:**

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

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

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

<https://digitalservices.vermont.gov/about-us/contacts>. Party shall in addition comply with any other data breach notification requirements required under federal or state law or Attachment E.

8. **Abuse and Neglect of Children and Vulnerable Adults:**

Abuse Registry. Party agrees not to employ any individual, to use any volunteer or other service provider, or to otherwise provide reimbursement to any individual who in the performance of services connected with this agreement provides care, custody, treatment, transportation, or supervision to children or to vulnerable adults if there has been a substantiation of abuse or neglect or exploitation involving that individual. Party is responsible for confirming as to each individual having such contact with children or vulnerable adults the non-existence of a substantiated allegation of abuse, neglect or exploitation by verifying that fact though (a) as to vulnerable adults, the Adult Abuse Registry maintained by the Department of Disabilities, Aging and Independent Living and (b) as to children, the Central Child Protection Registry (unless the Party holds a valid child care license or registration from the Division of Child Development, Department for Children and Families). See 33 V.S.A. §4919(a)(3) and 33 V.S.A. §6911(c)(3).

Reporting of Abuse, Neglect, or Exploitation. Consistent with provisions of 33 V.S.A. §4913(a) and §6903, Party and any of its agents or employees who, in the performance of services connected with this agreement, (a) is a caregiver or has any other contact with clients and (b) has reasonable cause to believe that a child or vulnerable adult has been abused or neglected as defined in Chapter 49 or abused, neglected, or exploited as defined in Chapter 69 of Title 33 V.S.A. shall: as to children, make a report containing the information required by 33 V.S.A. §4914 to the Commissioner of the Department for Children and Families within 24 hours; or, as to a vulnerable adult, make a report containing the information required by 33 V.S.A. §6904 to the Division of Licensing and Protection at the Department of Disabilities, Aging, and Independent Living within 48 hours. Party will ensure that its agents or employees receive training on the reporting of abuse or neglect to children and abuse, neglect or exploitation of vulnerable adults.

9. **Information Technology Systems:**

Computing and Communication: Party shall select, in consultation with the Agency of Human Services' Information Technology unit, one of the approved methods for secure access to the State's systems and data, if required. Approved methods are based on the type of work performed by the Party as part of this agreement. Options include, but are not limited to:

1. Party's provision of certified computing equipment, peripherals and mobile devices, on a separate Party's network with separate internet access. The Agency of Human Services' accounts may or may not be provided.
2. State supplied and managed equipment and accounts to access state applications and data, including State issued active directory accounts and application specific accounts, which follow the National Institutes of Standards and Technology (NIST) security and the Health Insurance Portability & Accountability Act (HIPAA) standards.

Intellectual Property/Work Product Ownership: All data, technical information, materials first gathered, originated, developed, prepared, or obtained as a condition of this agreement and used in the performance of this agreement -- including, but not limited to all reports, surveys, plans, charts, literature, brochures, mailings, recordings (video or audio), pictures, drawings, analyses, graphic representations, software computer programs and accompanying documentation and printouts, notes and memoranda, written procedures and documents, which are prepared for or obtained specifically for

this agreement, or are a result of the services required under this grant -- shall be considered "work for hire" and remain the property of the State of Vermont, regardless of the state of completion unless otherwise specified in this agreement. Such items shall be delivered to the State of Vermont upon 30-days notice by the State. With respect to software computer programs and / or source codes first developed for the State, all the work shall be considered "work for hire," i.e., the State, not the Party (or subcontractor or sub-grantee), shall have full and complete ownership of all software computer programs, documentation and/or source codes developed.

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

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

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

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

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

Party, in the event of a data breach, shall comply with the terms of Section 7 above.

10. **Other Provisions:**

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

children are present and in care. Party will refrain from promoting the use of tobacco products for all clients and from making tobacco products available to minors.

Failure to comply with the provisions of the federal law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity. The federal Pro-Children Act of 1994, however, does not apply to portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where Women, Infants, & Children (WIC) coupons are redeemed.

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