

A. Title Page (All Performance Reports)

1. **Project Title:** TBI (Traumatic Brain Injury) State Partnership Grant
2. **Project Director/Principal Investigator:** Megan Tierney-Ward
3. **Contact Information:**
 - a. Agency of Human Services (AHS), Department of Disabilities, Aging & Independent Living (DAIL)
 - b. 280 State Drive, HCSD South
 - c. Waterbury, VT 05671-2070
 - d. 802-241-0308
 - e. Megan.Tierney-Ward@vermont.gov
4. **Report Authors:** Sheri Lynn, Sara Lane and Andre Courcelle
5. **ACL Grant Award #:** 90TBSG0031-01-00
6. **Total Project Period:** 6/1/2018 – 5/31/2021
7. **Reporting Period:** 6/1/2018 – 12/1/2018
8. **Date of Report:** 12/21/2018
9. **ACL Program Officer:** Dana Fink
10. **ACL Grants Management Specialist:** Tanielle Chandler



E. Activities and Accomplishments

1. What did you accomplish during this reporting period and how did these accomplishments help you reach your stated project goal(s) and objective(s)? Please note any significant project partners and their role in project activities.

Year 1 Goal: Project Planning and Development - The 50 % FTE, TBI grant manager position was filled. Candidates were interviewed in November 2018 by a panel that included Andre Courcelle and Sara Lane. There were 2 rounds of interviews, the last with the finalist. Sheri Lynn, M. Ed, MCHES accepted the job and started work on December 3, 2018. Her background includes grant management with the Vermont Department of Health. She also has experience with strategic planning and stakeholder engagement that will support efforts under the 6 objectives of the grant. Additionally, a three-year State grant agreement was executed with the Brain Injury Association of Vermont (BIAVT) effective September 5, 2018. The agreement identifies the BIAVT as a lead partner in the project work plan with deliverables that align with the project objectives. Sara Lane and a representative of the BIA both attended the annual National Association of State Brain Injury Administrators (NASHIA) conference in September 2018.

Objective 1: Enhance current TBI Surveillance – Sara Lane has established a partnership with Tanya Wells, the Injury Prevention Chief at Vermont Department of Health (VDH). VDH has a surveillance division that supports programs to monitor, evaluate and surveil population health outcomes. Tanya will help connect to VDH health surveillance staff to inform and engage with the TBI State Advisory Board and stakeholders to enhance current surveillance.

Objective 2: Improve Care Transitions - DAIL has executed a grant with the Brain Injury Association of Vermont (BIAVT) including deliverables due by May 31, 2019 that are primarily focused on developing a training toolkit for discharge planners at hospitals and acute rehab centers and new marketing and outreach materials. The BIAVT will be instrumental in all stages of planning and implementing system changes to improve care transitions both within and outside of the correctional system. The BIAVT has been an active participant in the Transitions and Employment workgroup. The work group has established regularly scheduled meetings and has discussed the need for strategies to establish and strengthen partnerships with State Vocational Rehabilitation programs to support individual's employment goals.

Objective 3: Plan for the TBI screening in the Correctional System - Sara Lane is working with Department of Corrections to establish the roles and responsibilities of the tasks through an interdepartmental Memorandum of Understanding (MOU). The scope of work in the MOU outlines how DAIL will support DOC in implementing a screening protocol for Traumatic Brain Injury (TBI) upon entry into the correctional system and in creating a system that fosters individualized treatment and recognition of impairments related to TBI. Jacqueline Rose, MPH, DOC Health Services Quality Assurance and Contract Compliance Administrator is the point of contact with Sara Lane. DOC will participate in the Juvenile and Criminal Justice Workgroup with mentor and other partner states for coordination with DOC on leading methodologies on screening and treatment techniques. Sara Lane, Sheri Lynn and Barbara Winters

(Brain Injury Association of Vermont - BIAVT) are participating in the workgroup to support DOC implementation of a screening tool and referral to interventions.

Objective 4: Create person-centered individualized interventions and education for individuals with TBI in Corrections – The MOU establishes that DAIL will communicate with DOC on the development of trainings for contracted health services staff to implement best practices on TBI screening, assessment, and treatment. DOC will adapt relevant points from mentor states’ TBI trainings into Vermont trainings. These adapted trainings, along with all newly implemented TBI screening and processing steps, will be inserted into DOC staffs’ and Health Services’ training curricula (including Academy training for correctional officers, and trainings and portal materials for health services staff).

Objective 5: TBI Advisory Board Revitalization – The BIAVT and DAIL met December 13 to discuss action steps and strategies to recruit new members and plan for the 2019 TBI Advisory Board schedule of meetings. There are vacancies to fill over the next 6 months of the project especially for increased participation of individuals with TBI and family or caregivers.

Objective 6: TBI Annual State Plan – Sheri Lynn, Grant Manager and Jessica Leal, BIAVT are looking at the results of the needs assessment that was conducted this summer. The needs assessment is the first step of the 5- step strategic plan process:

1. Needs assessment
2. Capacity building with partners and stakeholders (e.g., TBI Advisory Board, Department of Corrections, Department of Health, etc.)

3. Develop the state plan
4. Implementation and monitoring
5. Evaluation and continuous improvement.

The results of the needs assessment are made up of responses from 30 family/friends, 56 providers, and 59 survivors. The members of the TBI State Advisory Board may or may not have participated. Preliminary results show that among family, friends, and survivors that responded to the survey, two-thirds have never heard of the BIAVT. BIAVT mission is to provide Vermonters access to benefits, appropriate treatment and community resources. Two-thirds had not heard of the TBI Advisory Board. These results confirm the need to improve care transitions (objective 2) and the value of marketing and outreach about BIAVT. Revitalizing the TBI Advisory Board (objective 5) by increasing the number of survivors and family or friends is validated by the assessment results. Furthermore 45 % of providers reported they are interested in representing their organization on the TBI Advisory Board. Four out of five providers reported interest in more training on traumatic brain injury.

Transitions and Employment Workgroup: The Transitions and Employment workgroup met for the first time in person at the annual State of the States in Brain Injury conference in September 2018 in Des Moines, Iowa. The status and challenges faced by each participating state on Transition and Employment issues was discussed. There was also discussion on the types of products that would be beneficial to produce to provide helpful information and education for all states. A review of related products that each workgroup member state was producing was reviewed as

potential annual products for these group to share with other states. The groups also discussed meeting timeframes. The workgroup met through conference call in October 2018. The group reviewed what was discussed at the conference in person and confirmed that a conference call every other month would be beneficial. The group determined there would be a focus on two themes. The first is transition into the community from rehabilitation or institutional settings (i.e. Waivers, Money Follows the Person). The second will be transition to employment using the state VR system.

Juvenile and Criminal Justice Workgroup: The Juvenile and Criminal Justice workgroup met for the first time in person at the annual State of the States in Brain Injury conference in September 2018 in Des Moines, Iowa. The status and challenges faced by each participating state on criminal justice systems issues was discussed, as well as what support would potentially be needed from the Mentor States. The groups also discussed meeting timeframes. The workgroup met through conference call in December 2018. The group reviewed what was discussed at the conference and confirmed that a conference call every other month would be beneficial. The Partner States have received information from the Mentor States regarding how they have built TBI screening, education, and have brought cultural change to their juvenile and criminal justice systems.

Using Data to Connect People to Resources Workgroup: Vermont missed the meeting that was held in person at the annual State of the States in Brain Injury conference in September 2018 in Des Moines, Iowa, however, did receive notes.

This workgroup has not met since the conference, but the Mentor States recently sent out a Doodle Poll to set up a conference call meeting for early 2019.

2. What, if any, challenges did you face during this reporting period and what actions did you take to address these challenges? Please note in your response changes, if any, to your project goal(s), objective(s), or activities that were made as a result of challenges faced.

There are no significant challenges during the reporting period. The project after 6 months is on track, once the State of Vermont Joint Fiscal approved and DAIL recruited and hired the 50% FTE grant manager position. During the first six months, Sara Lane and Andre Courcelle initiated key tasks to keep the project goal, objectives and activities moving forward. This included preparing personnel forms to recruit for the grant manager position, collaborating with Department of Corrections to draft a Memorandum of Understanding for the project, and maintaining the partnership with BIAVT. A grant agreement between DAIL and BIAVT was executed to formalize this key partnership to support the project.

3. How have the activities conducted during this project period helped you to achieve the measurable outcomes identified in your project proposal?

Activities to recruit the TBI Grant Manager during this reporting period will help achieve the outcomes in the project proposal. The Grant Manager, Sheri Lynn has a primary role in support of or direct implementation of the key tasks of the project work plan. Activities with the key stakeholders in the project were also critical to support the results DAIL seeks under the project. Getting the MOU drafted and reviewed by the DOC and DAIL establishes the framework that the two departments

will work from as the project rolls out. The MOU formalizes and creates a tool to monitor roles and responsibilities. The partnership with the Brain Injury Association of Vermont has been longstanding and activities like establishment of a formal grant agreement with DAIL will directly input outcomes in objective 2 to improve care transition, objective 3 screening in corrections, objective 4 a person-centered intervention in corrections, objective 5 reinvigate the TBI Advisory Board and 6 to develop and implement the TBI state strategic plan.

4. What was produced during the reporting period and how have these products been disseminated? Products may include articles, issue briefs, fact sheets, newsletters, survey instruments, sponsored conferences and workshops, websites, audiovisuals, and other informational resources.

For this reporting period there are no specific products that were disseminated. The Annual Vermont Traumatic Brain Injury Conference was held in October 2018. BIAVT is the coordinator of this event and DAIL provides some financial support (outside of this grant). BIAVT and DAIL used this event as an opportunity to network with brain injury survivors, family, caregivers and professionals to obtain a list of individuals who are interested in participating on the TBI Advisory Board. DOC grant partners also attended this event which served as an introduction to brain injury.

F. Appendix (All Performance Reports): Include a copy of each project product as a separate attachment and identify each by a capital letter in sequence.

A. Grant Agreement between DAIL and BIAVT

B. Memorandum of Understanding DAIL DOC - DRAFT

STATE OF VERMONT GRANT AGREEMENT **Part 1-Grant Award Detail**

SECTION I - GENERAL GRANT INFORMATION

¹ Grant #: 03460-7-2346		² Original <input checked="" type="checkbox"/> Amendment # <input type="checkbox"/>	
³ Grant Title: BIAVT - TBI State Partnership Grant			
⁴ Amount Previously Awarded: \$0.00		⁵ Amount Awarded This Action: \$175,500.00	
⁶ Total Award Amount: \$175,500.00			
⁷ Award Start Date: 09/05/2018		⁸ Award End Date: 05/31/2021	
⁹ Subrecipient Award: YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>			
¹⁰ Vendor #: 5142		¹¹ Grantee Name: Brain Injury Association of Vermont (BIAVT)	
¹² Grantee Address: 92 South Main Street, P.O. Box 482			
¹³ City: Waterbury		¹⁴ State: Vermont	
		¹⁵ Zip Code: 05676	
¹⁶ State Granting Agency: AHS		¹⁷ Business Unit: DAIL	
¹⁸ Performance Measures: YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>		¹⁹ Match/In-Kind: Description: Funded 100% by federal ACL TBI State Partnership Grant,	
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 DUNS #: 020831907		²² Indirect Rate: 10.00 %		²³ FFATA: YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	
²⁴ Grantee Fiscal Year End Month (MM format): 12		<small>(Approved rate or de minimis 10%)</small>		²⁵ R&D: <input type="checkbox"/>	
²⁶ DUNS Registered Name (if different than VISION Vendor Name in Box 11):					

SECTION III - FUNDING ALLOCATION

STATE FUNDS

Fund Type	²⁷ Awarded Previously	²⁸ Award This Action	²⁹ Cumulative Award	³⁰ Special & Other Fund Descriptions
General Fund	\$0.00	\$0.00	\$0.00	
Special Fund	\$0.00	\$0.00	\$0.00	
Global Commitment (non-subrecipient funds)	\$0.00	\$0.00	\$0.00	
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 Fed Award Date	³⁸ Total Federal Award
93.234	Traumatic Brain Injury State Partnership Program	\$0.00	\$175,500.00	\$175,500.00	90TBSG0031-01-00	08/01/2018	\$175,500.00
³⁹ Federal Awarding Agency: Administration on Community Living		⁴⁰ Federal Award Project Descr:					
		\$0.00					
³⁹ Federal Awarding Agency:		⁴⁰ Federal Award Project Descr:					
		\$0.00					
³⁹ Federal Awarding Agency:		⁴⁰ Federal Award Project Descr:					
		\$0.00					
³⁹ Federal Awarding Agency:		⁴⁰ Federal Award Project Descr:					
		\$0.00					
³⁹ Federal Awarding Agency:		⁴⁰ Federal Award Project Descr:					
		\$0.00					
Total Awarded - All Funds		\$0.00	\$175,500.00	\$175,500.00			

SECTION IV - CONTACT INFORMATION

⁴¹ STATE GRANTING AGENCY		⁴² GRANTEE	
NAME: Megan Tierney-Ward (until grant manager hired)		NAME: Trevor Squirrel	
TITLE: ASD Division Director		TITLE: Executive Director	
PHONE: (802) 241-0294		PHONE: (802) 244-6850	
EMAIL: megan.tierney-ward@vermont.gov		EMAIL: tsquirrel@sover.net	

1. **Parties:** This is a Grant Agreement for services between the State of Vermont, Department of Disabilities, Aging, and Independent Living, Adult Services Division (hereinafter called “State”), and the Brain Injury Association of Vermont with a principal place of business in Waterbury, 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 provide deliverables as a partner in federal Traumatic Brain Injury State Partnership Grant. Detailed services to be provided by the Subrecipient are described in Attachment A.
3. **Maximum Amount:** In consideration of the services to be performed by Subrecipient, the State agrees to pay Subrecipient, in accordance with the payment provisions specified in Attachment B, a sum not to exceed \$175,500.
4. **Grant Term:** The period of Subrecipient’s performance shall begin on September 5, 2018 and end on May 31, 2021. Work performed between September 5, 2018 and the execution of this agreement that is in conformity with Attachment A maybe billed under this agreement. Grantee agrees that in exchange for the consideration of the option to bill for services performed, all terms and conditions described in this agreement shall apply to any and all services performed for or on behalf of the State. Grantee agrees that by submitting invoices, bills, or otherwise seeking compensation for services performed prior to the finalization of this agreement or signing of this agreement, grantee is agreeing to the application of all terms of this contract to that period and to that work. Grantee further agrees to defend, indemnify, and hold the State harmless for any claim, dispute, non-contractual cost or charge, or any liability whatsoever, whether in law, equity, or otherwise, which arises from or is connected to the work performed prior to the execution of this agreement. Grantee further agrees that these terms apply regardless of whether the work is accepted by the State, and regardless of whether payment is issued by the State to the Grantee for the work in question.
5. **Source of Funds:** Federal:100% State: _____ Other: _____
6. **Federal Funds information:**
CFDA Title: Traumatic Brain Injury State Demonstration Grant Program
CFDA Number: 93.234
Award Name: Traumatic Brain Injury State Partnership Program Partner State Funding Opportunity
Award Number: 90TBSG0031
Award Year: 2019
Federal Granting Agency: Administration for Community Living
Research and Development Grant? Yes ___ No X
7. **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.
8. **Cancellation:** This Grant Agreement may be suspended or cancelled by either party by giving written notice at least 30 days in advance.

9. Contact persons for this award:

Subrecipient's contact person for this award: Trevor Squirell
Telephone #: 802-244-6850; E-mail Address: tsquirell@sover.net

State's contact person for this award:
Name & Dept./Division: Sara Lane, RN
Telephone #: 802-241-0299; E-mail Address: sara.lane@vermont.gov

10. Fiscal year: The Subrecipient's fiscal year starts on January 1st and ends December 31st.

11. Subrecipient Information: As a Subrecipient of federal funds, the Subrecipient is required to adhere to the following federal regulations:

- 2 CFR Chapter I, Chapter II, Part 200 – Uniform Guidance Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

These requirements may be found on the Office of Management and Budget website at:
<https://whitehouse.gov/omb/circulars/index.html>

12. Attachments: This Grant consists of 39 pages including the following attachments which are incorporated herein:

- Attachment A - Specifications of Work to be Performed
- Attachment B - Payment Provisions
- Attachment C - Customary Provisions for Contracts and Grants
- Attachment E - Business Associate Agreement
- Attachment F - AHS Customary Grant Provisions
- Attachment G – Quarterly Narrative Report Template
- Attachment H – Quarterly Financial Report Template

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

- This document
- Attachment C
- Attachment A
- Attachment B
- Attachment E
- Attachment F
- Attachment G
- Attachment H

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

APPROVED AS TO FORM

Signature: e-Signed by Stuart Schurr
on 2018-10-23 20:15:51 GMT
DAIL Legal Unit

Date: _____

BY THE STATE OF VERMONT

Signature: e-Signed by Monica Hutt
on 2018-11-09 00:43:15 GMT
Monica Caserta Hutt, Commissioner
Department of Disabilities, Aging, and
Independent Living

Date: _____

SUBRECIPIENT

Signature: e-Signed by Trevor Squirell
on 2018-11-08 18:04:27 GMT

Date: _____

Name: Trevor Squirell

Title: Executive Director

Mailing Address: P.O. Box 482
Waterbury, VT 05676

The following information is required for sub-award contracts or grants equal to or greater than \$25,000. The Federal Funding Accountability and Transparency Act (FFATA) requires this information for reporting purposes.

Legal Name and D-U-N-S® Number on File with the Federal Central Contractor Registration (¹):

<u>Brain Injury Association of Vermont</u>	<u>#020831907</u>
Print Legal CCR Name	D-U-N-S® Number(²)

- 1) The Central Contractor Registration (CCR) is the primary registrant database for the U.S. Federal Government. CCR collects, validates, stores and disseminates data in support of agency acquisition missions. FREE registration is available at:
<http://www.ccr.gov/Default.aspx>:
- 2) The D-U-N-S Number is a unique nine-digit identification number assigned and maintained solely by Dun & Bradstreet (D&B). D-U-N-S Number assignment is FREE for all businesses required to register with the US Federal Government (see#1 above) for Contracts or Grants. Created in 1962, the Data Universal Numbering System or D-U-N-S® Number is D&B's copyrighted, proprietary means of identifying business entities. Register at:
https://eupdate.dnb.com/requestoptions.asp?cm_re=HomepageB*TopNav*DUNSNumberTab

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

The purpose of the federal Administration on Community Living (ACL) TBI State Partnership Grant is to expand and enhance the infrastructure of the Traumatic Brain Injury (TBI) System of Care in Vermont. The overall objectives of the federal TBI State Partnership Grant are to:

- Improve the surveillance of TBI;
- Improve care transitions for individuals with TBI and their families/caregivers;
- Improve ease of access to programs and community support services;
- Implement screening for TBI upon entry into the correctional system;
- Create a person-centered culture in the correctional system for underserved individuals with TBI.

The Subrecipient will participate as a partner in the TBI State Partnership Grant.

Year #1 (September 5, 2018 – May 31, 2019)

The Subrecipient shall:

1. Identify and dedicate one (1) full time equivalent to manage the TBI State Partnership Grant work.
2. Send one person to the National Association of State Head Injury Administrators (NASIA) conference each year.
3. Develop training tools (toolkit) for discharge planners at hospitals and acute rehab centers in collaboration with stakeholders.
4. Develop a written plan for implementing the toolkit.
5. Develop a method for evaluating the effectiveness of the training toolkit.
6. Develop Brain Injury Association of Vermont marketing and outreach materials for individuals with TBI, family and caregivers in collaboration with stakeholders.
7. Develop a plan for distributing the marketing and outreach materials to the public and stakeholders.
8. Develop a method for evaluating the effectiveness of the marketing and outreach materials.
9. Participate in the identification of individuals and organizations to fill current vacancies on the Vermont TBI Advisory Board with the goal of including:
 - a. Individuals with TBI and co-occurring needs
 - b. Family and caregivers
 - c. Diverse provider representation (e.g. Mental Health)

10. Participate in the review and update of the Vermont TBI Advisory Board mission, vision, By-Laws, activities as needed.
11. Participate in establishing short term and long- term goals for the Vermont TBI Advisory Board, including a plan to create a TBI State Plan, for the next 5 years.
12. Participate with the Department of Corrections (DOC) in the development of a TBI screening tool and toolkit.
13. Work with the State to develop performance measures to evaluate the effectiveness of the TBI State Partnership Grant in meeting the stated objectives.
14. Maintain documentation for all meetings related to each work task. Work documentation may be requested by the State in addition to progress reports.
15. Maintain documentation of actual expenditures for work described in Attachment A. Documentation of expenditures may be requested by the state in addition to financial reports.
16. Begin work immediately upon execution of this grant to minimize the time elapsed between the transfer of upfront funds described in Attachment B and expenditure of those funds.
17. Submit quarterly progress reports (Attachment G) and financial reports to the State (Attachment H) using the following timelines:

Quarter	Period	Due by Date
Quarter #1	N/A	N/A
Quarter #2	September 5, 2018 – November 30, 2018	December 31, 2018
Quarter #3	December 1, 2018 – February 28, 2019	March 31, 2019
Quarter #4	March 1, 2019 – May 31, 2019	June 30, 2019

NOTE: Due dates that fall on a State holiday or weekend may be submitted no later than the following business day.

Year #2 (June 1, 2019 – May 31, 2020)

The Subrecipient shall:

1. Continue carry forward work from Year #1 as needed and approved by the State.
2. Train Key Stakeholders to implement the use the TBI Care Transitions Toolkit.
3. Distribute marketing and outreach materials to identified key stakeholders and individuals/families.

4. Partner with the Department of Corrections (DOC) to train the Correctional Health Services staff to use an evidence based Traumatic Brain Injury (TBI) screening tool.
5. Partner with DOC to develop a training for Correctional Officers to use person –centered interventions.
6. Partner with DOC to develop an injury awareness training for inmates who screen positive for a TBI via the screening tool.
7. Participate in meeting(s) with the Vermont Department of Health (VDH) regarding the ongoing improvement of TBI surveillance.
8. Submit quarterly progress reports (Attachment G) and financial reports to the State (Attachment H) using the following timelines:

<u>Quarter</u>	<u>Period</u>	<u>Due by Date</u>
Quarter #1	June 1, 2019 – August 31, 2019	September 30, 2019
Quarter #2	September 1, 2019 – November 30, 2019	December 31, 2019
Quarter #3	December 1, 2019 – February 29, 2020	March 31, 2020
Quarter #4	March 1, 2020– May 31, 2020	June 30, 2020

Year #3 (June 1, 2020 – May 31, 2021)

The Subrecipient shall:

1. Continue carry forward work from Year #2 as needed and approved by the State.
2. Survey discharge planners at hospitals and acute rehab facilities to evaluate the effectiveness of the trainings and toolkit use.
3. Survey individuals with TBI and families/caregivers who had a care transition after the implementation of the toolkit to evaluate effectiveness of the toolkit.
4. Develop marketing/outreach and toolkit improvement plan based on evaluation results.
5. Partner with DOC to survey Correctional Officers, Health Services Staff and inmates on effectiveness of training/education.
6. Partner with DOC to develop an improvement plan based on survey results and include in TBI State Plan.
7. Work with the State and stakeholders to create a final grant report on lessons learned, challenges and future needs for TBI State Plan.
8. Submit quarterly progress reports (Attachment G) and financial reports to the State (Attachment H) using the following timelines:

<u>Quarter</u>	<u>Period</u>	<u>Due by Date</u>
Quarter #1	June 1, 2020 – August 31, 2020	September 30, 2020
Quarter #2	September 1, 2020 – November 30, 2020	December 31, 2020
Quarter #3	December 1, 2020 – February 28, 2021	March 31, 2021
Quarter #4	March 1, 2021– May 31, 2021	June 30, 2021

**ATTACHMENT B
PAYMENT PROVISIONS**

The maximum dollar amount payable under this agreement is not intended as any form of a guaranteed amount. The Grantee 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. The following provisions specifying payments are:

1. The State will make an initial payment to the Subrecipient upon complete execution of this agreement, in the amount of \$15,000.00. Actual expenditures drawn against this payment will be submitted using attachment H.
2. The State will make subsequent quarterly payment of actual expenses after receipt and approval of quarterly progress (Attachment G) and financial reports (Attachment H). The first quarter payment will be based on actual expenditures incurred less the upfront payment.
3. Year #1 expenditures accrued prior to September 5, 2018 for out of pocket expenses for one person to attend the required NASHIA conference in September 2018, may be covered in the first quarterly progress (Attachment G) and financial report (Attachment H).
4. If the actual expenditures for work provided during each year does not reach the maximum payable amount per year (see below), an additional incentive payment up to \$5,000, will be added to quarter #4 for successful completion of all deliverables described in Attachment A.
5. Total payments, including incentive payment, shall not exceed:

Year 1 (06/01/18-05/31/19): \$58,500.00
Year 2 (06/01/19-05/31/20): \$58,500.00
Year 3 (06/01/20-05/31/21): \$58,500.00
6. Unspent funds as of May 31st of each year may be carried into the next year upon approval from the Administration for Community Living (ACL).

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

1. Definitions: For purposes of this Attachment, “Party” shall mean the Contractor, Grantee or Subrecipient, with whom the State of Vermont is executing this Agreement and consistent with the form of the Agreement. “Agreement” shall mean the specific contract or grant to which this form is attached.

2. Entire Agreement: This Agreement, whether in the form of a contract, State-funded grant, or Federally-funded grant, represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect.

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

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

5. No Employee Benefits For Party: The Party understands that the State will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation or sick leave, workers compensation or other benefits or services available to State employees, nor will the State withhold any state or Federal taxes except as required under applicable tax laws, which shall be determined in advance of execution of the Agreement. The Party understands that all tax returns required by the Internal Revenue Code and the State of Vermont, including but not limited to income, withholding, sales and use, and rooms and meals, must be filed by the Party, and information as to Agreement income will be provided by the State of Vermont to the Internal Revenue Service and the Vermont Department of Taxes.

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

7. Defense and Indemnity: The Party shall defend the State and its officers and employees against all third party claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party in connection with the performance of this Agreement. The State shall notify the Party in the event of any such claim or suit, and the Party shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit. The State retains the right to participate at its own expense in the defense of any claim. The State shall have the right to approve all proposed settlements of such claims or suits.

After a final judgment or settlement, the Party may request recoupment of specific defense costs and may file suit in Washington Superior Court requesting recoupment. The Party shall be entitled to recoup costs only upon a showing that such costs were entirely unrelated to the defense of any claim arising from an act or omission of the Party in connection with the performance of this Agreement.

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

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

8. Insurance: Before commencing work on this Agreement the Party must provide certificates of insurance to show that the following minimum coverages are in effect. It is the responsibility of the Party to maintain current certificates of insurance on file with the State through the term of this Agreement. No warranty is made that the coverages and limits listed herein are adequate to cover and protect the interests of the Party for the Party's operations. These are solely minimums that have been established to protect the interests of the State.

Workers Compensation: With respect to all operations performed, the Party shall carry workers' compensation insurance in accordance with the laws of the State of Vermont. Vermont will accept an out-of-state employer's workers' compensation coverage while operating in Vermont provided that the insurance carrier is licensed to write insurance in Vermont and an amendatory endorsement is added to the policy adding Vermont for coverage purposes. Otherwise, the party shall secure a Vermont workers' compensation policy, if necessary to comply with Vermont law.

General Liability and Property Damage: With respect to all operations performed under this Agreement, the Party shall carry general liability insurance having all major divisions of coverage including, but not limited to:

- Premises - Operations
- Products and Completed Operations
- Personal Injury Liability
- Contractual Liability

The policy shall be on an occurrence form and limits shall not be less than:

- \$1,000,000 Each Occurrence
- \$2,000,000 General Aggregate
- \$1,000,000 Products/Completed Operations Aggregate
- \$1,000,000 Personal & Advertising Injury

Automotive Liability: The Party shall carry automotive liability insurance covering all motor vehicles, including hired and non-owned coverage, used in connection with the Agreement. Limits of coverage shall not be less than \$500,000 combined single limit. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, limits of coverage shall not be less than \$1,000,000 combined single limit.

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

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

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

10. False Claims Act: The Party acknowledges that it is subject to the Vermont False Claims Act as set forth in 32 V.S.A. § 630 *et seq.* If the Party violates the Vermont False Claims Act it shall

be liable to the State for civil penalties, treble damages and the costs of the investigation and prosecution of such violation, including attorney's fees, except as the same may be reduced by a court of competent jurisdiction. The Party's liability to the State under the False Claims Act shall not be limited notwithstanding any agreement of the State to otherwise limit Party's liability.

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

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

13. Records Available for Audit: The Party shall maintain all records pertaining to performance under this agreement. "Records" means any written or recorded information, regardless of physical form or characteristics, which is produced or acquired by the Party in the performance of this agreement. Records produced or acquired in a machine readable electronic format shall be maintained in that format. The records described shall be made available at reasonable times during the period of the Agreement and for three years thereafter or for any period required by law for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

14. Fair Employment Practices and Americans with Disabilities Act: Party agrees to comply with the requirement of 21 V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable. Party shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990, as amended, that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the Party under this Agreement.

15. Set Off: The State may set off any sums which the Party owes the State against any sums due the Party under this Agreement; provided, however, that any set off of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided hereinafter.

16. Taxes Due to the State:

- A. Party understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.
- B. Party certifies under the pains and penalties of perjury that, as of the date this Agreement is signed, the Party is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.
- C. Party understands that final payment under this Agreement may be withheld if the Commissioner of Taxes determines that the Party is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.
- D. Party also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Party has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Party has no further legal recourse to contest the amounts due.

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

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

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

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

19. Sub-Agreements: Party shall not assign, subcontract or subgrant the performance of this Agreement or any portion thereof to any other Party without the prior written approval of the State. Party shall be responsible and liable to the State for all acts or omissions of subcontractors and any other person performing work under this Agreement pursuant to an agreement with Party or any subcontractor.

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

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

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

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

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

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

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

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

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

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

27. Termination:

- A. Non-Appropriation:** If this Agreement extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this Agreement, the State may cancel at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement is a Grant that is funded in whole or in part by Federal funds, and in the event Federal funds become unavailable or reduced, the State may suspend or cancel this Grant immediately, and the State shall have no obligation to pay Subrecipient from State revenues.
- B. Termination for Cause:** Either party may terminate this Agreement if a party materially breaches its obligations under this Agreement, and such breach is not cured within thirty (30) days after delivery of the non-breaching party’s notice or such longer time as the non-breaching party may specify in the notice.
- C. Termination Assistance:** Upon nearing the end of the final term or termination of this Agreement, without respect to cause, the Party shall take all reasonable and prudent measures to facilitate any transition required by the State. All State property, tangible and intangible, shall be returned to the State upon demand at no additional cost to the State in a format acceptable to the State.

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

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

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

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

- A. Requirement to Have a Single Audit:** The Subrecipient will complete the Subrecipient Annual Report annually within 45 days after its fiscal year end, informing the State of Vermont whether or not a Single Audit is required for the prior fiscal year. If a Single Audit is required, the Subrecipient will submit a copy of the audit report to the granting Party within 9 months. If a single audit is not required, only the Subrecipient Annual Report is required.

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

- B. Internal Controls:** In accordance with 2 CFR Part II, §200.303, the Party must establish and maintain effective internal control over the Federal award to provide reasonable assurance that the Party is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the award. These internal controls should be in compliance with guidance in “Standards for Internal Control in the Federal Government” issued by the Comptroller General of the United States and the “Internal Control Integrated Framework”, issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).
- C. Mandatory Disclosures:** In accordance with 2 CFR Part II, §200.113, Party must disclose, in a timely manner, in writing to the State, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures may result in the imposition of sanctions which may include disallowance of costs incurred, withholding of payments, termination of the Agreement, suspension/debarment, etc.

32. Requirements Pertaining Only to State-Funded Grants:

- A. Certification Regarding Use of State Funds:** If Party is an employer and this Agreement is a State-funded grant in excess of \$1,001, Party certifies that none of these State funds will be used to interfere with or restrain the exercise of Party’s employee’s rights with respect to unionization.
- B. Good Standing Certification (Act 154 of 2016):** If this Agreement is a State-funded grant, Party hereby represents: (i) that it has signed and provided to the State the form prescribed by the Secretary of Administration for purposes of certifying that it is in good standing (as provided in Section 13(a)(2) of Act 154) with the Agency of Natural Resources and the Agency of Agriculture, Food and Markets, or otherwise explaining the circumstances surrounding the inability to so certify, and (ii) that it will comply with the requirements stated therein.

(End of Standard Provisions)

**ATTACHMENT E
BUSINESS ASSOCIATE AGREEMENT**

This Business Associate Agreement (“Agreement”) is entered into by and between the State of Vermont Agency of Human Services, operating by and through its Department of Disabilities, Aging and Independent Living and Brain Injury Association of Vermont as of September 4, 2018. This Agreement supplements and is made a part of the contract/grant to which it is attached.

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

The parties agree as follows:

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

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

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

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

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

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

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

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

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

2. Identification and Disclosure of Privacy and Security Offices. Business Associate and

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

3. Permitted and Required Uses/Disclosures of PHI.

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

3.2 Business Associate may make PHI available to its employees who need access to perform Services provided that Business Associate makes such employees aware of the use and disclosure restrictions in this Agreement and binds them to comply with such restrictions. Business Associate may only disclose PHI for the purposes authorized by this Agreement: (a) to its agents and Subcontractors in accordance with Sections 9 and 18 or, (b) as otherwise permitted by Section 3.

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

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

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

Agent(s) and Subcontractor(s) shall identify in writing upon request from Covered Entity all of the safeguards that it uses to prevent impermissible uses or disclosures of PHI.

6. Documenting and Reporting Breaches.

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

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

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

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

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

8. Providing Notice of Breaches.

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

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

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

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

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

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

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

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

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

13. Books and Records. Subject to the attorney-client and other applicable legal privileges, Business Associate shall make its internal practices, books, and records (including policies and procedures and PHI) relating to the use and disclosure of PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity available to the Secretary of 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 of the PHI provided by Covered Entity to Business Associate or created or received by Business Associate on behalf of Covered Entity is destroyed or returned to Covered Entity subject to Section 19.8.

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

Covered Entity cures such breach, does not lessen any right or remedy available to Covered Entity at law, in equity, or under the contract or grant, nor does it lessen Business Associate's responsibility for such breach or its duty to cure such breach.

15. Return/Destruction of PHI.

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

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

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

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

18.2 Business Associate shall ensure that any Agent and Subcontractor to whom it provides Electronic PHI agrees in a written agreement to implement and use administrative, physical, and technical safeguards that reasonably and appropriately protect the

Confidentiality, Integrity and Availability of the Electronic PHI. Business Associate must enter into this written agreement before any use or disclosure of Electronic PHI by such Agent or Subcontractor. The written agreement must identify Covered Entity as a direct and intended third party beneficiary with the right to enforce any breach of the agreement concerning the use or disclosure of Electronic PHI. Business Associate shall provide a copy of the written agreement to Covered Entity upon request. Business Associate may not make any disclosure of Electronic PHI to any Agent or Subcontractor without the prior written consent of Covered Entity.

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

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

19. Miscellaneous.

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

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

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

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

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

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

19.7 Business Associate is prohibited from directly or indirectly receiving any remuneration in exchange for an individual's PHI. Business Associate will refrain from

marketing activities that would violate HIPAA, including specifically Section 13406 of the HITECH Act. Reports or data containing the PHI may not be sold without Agency's or the affected individual's written consent.

19.8 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: 7/7/17

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: Party shall report to AHS, through its Chief Information Officer (CIO), any impermissible use or disclosure that compromises the security, confidentiality or privacy of any form of protected personal information identified above within 24 hours of the discovery of the breach. Party shall in addition comply with any other data breach notification requirements required under federal or state law.

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

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

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

9. **Information Technology Systems:**

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

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

Intellectual Property/Work Product Ownership: All data, technical information, materials first gathered, originated, developed, prepared, or obtained as a condition of this agreement and used in the performance of this agreement -- including, but not limited to all reports, surveys, plans, charts, literature, brochures, mailings, recordings (video or audio), pictures, drawings, analyses, graphic representations, software computer programs and accompanying documentation and printouts, notes and memoranda, written procedures and documents, which are prepared for or obtained specifically for this agreement, or are a result of the services required under this grant -- shall be considered "work for hire" and remain the property of the State of Vermont, regardless of the state of completion unless otherwise specified in this agreement. Such items shall be delivered to the State of Vermont upon 30-days notice by the State. With respect to software computer programs and / or source codes first developed for the State, all the work shall be considered "work for hire," i.e., the State, not the Party (or subcontractor or sub-grantee), shall have full and complete ownership of all software computer programs, documentation and/or source codes developed.

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

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

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

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

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

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

10. **Other Provisions:**

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

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

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

**ATTACHMENT G
QUARTERLY PROGRESS REPORT**

Year #1: September 5, 2018 – May 31, 2019

Check One	Quarter	Period	Due by Date
NA	Quarter #1	N/A	N//A
<input type="checkbox"/>	Quarter #2	September 5, 2018 – November 30, 2018	December 31, 2018
<input type="checkbox"/>	Quarter #3	December 1, 2018 – February 28, 2019	March 31, 2019
<input type="checkbox"/>	Quarter #4	March 1, 2019 – May 31, 2019	June 30, 2019

Tasks from Attachment A	Summary of work performed during the quarter.	Estimated Completion Date
1. Identify and dedicate 1 FTE to manage the grant.		
2. Send one person to the National Association of State Head Injury Administrators (NASIA) conference each year.		
3. Develop training tools (toolkit) for discharge planners at hospitals and acute rehab centers in collaboration with stakeholders.		
4. Develop a written plan for implementing the toolkit.		
5. Develop a method for evaluating the effectiveness of the training toolkit.		
6. Develop Brain Injury Association of Vermont marketing and outreach materials for individuals with TBI, family and caregivers in collaboration with stakeholders.		

7. Develop a plan for distributing the marketing and outreach materials to the public and stakeholders.		
8. Develop a method for evaluating the effectiveness of the marketing and outreach materials.		
9. Participate in identifying and filling current vacancies on the Vermont TBI Advisory Board with the goal of including: a. Individuals with TBI and co-occurring needs b. Family and caregivers c. Diverse provider representation (e.g. Mental Health)		
10. Participate in Reviewing and update the Vermont TBI Advisory Board mission, vision, By-Laws, activities as needed.		
11. Participate in establishing short term and long- term goals for the Vermont TBI Advisory Board, including the creation of a TBI State Plan, for the next 5 years.		
12. Participate with the Department of Corrections (DOC) in the development of a TBI screening tool and toolkit.		
13. Work with the State to develop performance measures to evaluate the effectiveness of the TBI State Partnership Grant.		
14. Other:		

**ATTACHMENT G
QUARTERLY PROGRESS REPORT**

Year #2: June 1, 2019-May 31, 2020

Check One	Quarter	Period	Due by Date
<input type="checkbox"/>	Quarter #1	June 1, 2019 – August 31, 2019	September 30, 2019
<input type="checkbox"/>	Quarter #2	September 1, 2019 – November 30, 2019	December 31, 2019
<input type="checkbox"/>	Quarter #3	December 1, 2019 – February 29, 2020	March 31, 2020
<input type="checkbox"/>	Quarter #4	March 1, 2020– May 31, 2020	June 30, 2020

Tasks from Attachment A	Summary of work performed during the quarter.	Estimated Completion Date
1. Train Key Stakeholders to implement the use the TBI Care Transitions Toolkit.		
2. Distribute marketing and outreach materials to identified key stakeholders and individuals/families.		
3. Partner with the Department of Corrections (DOC) to train the Correctional Health Services staff to use an evidence based Traumatic Brain Injury (TBI) screening tool.		
4. Partner with DOC to develop a training for Correctional Officers to use person –centered interventions.		
5. Partner with DOC to develop an injury awareness training for inmates who screen positive for a TBI via the screening tool.		
6. Participate in meeting(s) with the Vermont Department of Health		

(VDH) regarding the ongoing improvement of TBI surveillance.		
7. Other:		

**ATTACHMENT G
QUARTERLY PROGRESS REPORT**

Year #3: June 1, 20120-May 31, 2021

Check One	Quarter	Period	Due by Date
<input type="checkbox"/>	Quarter #1	June 1, 2020 – August 31, 2020	September 30, 2020
<input type="checkbox"/>	Quarter #2	September 1, 2020 – November 30, 2020	December 31, 2020
<input type="checkbox"/>	Quarter #3	December 1, 2020 – February 28, 2021	March 31, 2021
<input type="checkbox"/>	Quarter #4	March 1, 2021– May 31, 2021	June 30, 2021

Tasks from Attachment A	Summary of work performed during the quarter.	Estimated Completion Date
1. Survey discharge planners at hospitals and acute rehab facilities to evaluate the effectiveness of the trainings and toolkit use.		
2. Survey individuals with TBI and families/caregivers who had a care transition after the implementation of the toolkit to evaluate effectiveness of the toolkit.		
3. Develop marketing/outreach and toolkit improvement plan based on evaluation results.		
4. Partner with DOC to survey Correctional Officers, Health Services Staff and inmates on effectiveness of training/education.		
5. Partner with DOC to develop an improvement plan based on survey results and include in TBI State Plan.		

6. Work with the State and stakeholders to create a final grant report on lessons learned, challenges and future needs for TBI State Plan.		
7. Other:		

Attachment H
Quarterly Financial Report

Year #1: September 5, 2018 - May 31, 2019

<u>Check One</u>	<u>Quarter</u>	<u>Period</u>	<u>Due by Date</u>
N/A	Quarter #1	N/A	N/A
<input type="checkbox"/>	Quarter #2	09/05/18 - 11/30/18	12/31/18
<input type="checkbox"/>	Quarter #3	12/01/18 - 02/28/19	03/31/19
<input type="checkbox"/>	Quarter #4	03/01/19 - 05/31/19	06/30/19

Item	Max per Year	Quarter #1	Quarter #2	Quarter #3	Quarter #4	Total Year 1	Balance Remaining
1 FTE Wages & Fringe	\$ 50,000.00					\$	\$
Education & Outreach	\$ 4,000.00					\$	\$
Website Manager	\$ 2,000.00					\$	\$
Marketing & Education Tools (Ex: Online training, videos, PSA, etc.)	\$ 2,500.00					\$	\$
NASIA Conference	\$ -					\$	\$
Other:	\$ -					\$	\$
Other:	\$ -					\$	\$
Total:	\$ 58,500.00		\$	\$	\$	\$	\$

NOTE: Maintain verification of all expenditures. Verification of expenditures may be requested by the State.

**Attachment H
Quarterly Financial Report**

Year #2: June 1, 2019 - May 31, 2020

<u>Check One</u>	<u>Quarter</u>	<u>Period</u>	<u>Due by Date</u>
<input type="checkbox"/>	Quarter #1	06/01/19 - 08/31/19	09/30/19
<input type="checkbox"/>	Quarter #2	09/01/19 - 11/30/19	12/31/19
<input type="checkbox"/>	Quarter #3	12/01/19 - 02/29/20	03/31/20
<input type="checkbox"/>	Quarter #4	03/01/20 - 05/31/20	06/30/20

Item	Max per Year	Quarter #1	Quarter #2	Quarter #3	Quarter #4	Total Year 2	Balance Remaining
1 FTE Wages & Fringe	\$ 50,000.00					\$	\$
Education & Outreach	\$ 4,000.00					\$	\$
Website Manager	\$ 2,000.00					\$	\$
Marketing & Education Tools (Ex: Online training, videos, PSA, etc.)	\$ 2,500.00					\$	\$
NASIA Conference	\$ -					\$	\$
Other:	\$ -					\$	\$
Other:	\$ -					\$	\$
Total	\$ 58,500.00	\$	\$	\$	\$	\$	\$

NOTE: Maintain verification of all expenditures. Verification of expenditures may be requested by the State.

Attachment H
Quarterly Financial Report

Year #3: June 1, 2020 - May 31, 2021

<u>Check One</u>	<u>Quarter</u>	<u>Period</u>	<u>Due by Date</u>
<input type="checkbox"/>	Quarter #1	06/01/20 - 08/31/20	09/30/20
<input type="checkbox"/>	Quarter #2	09/01/20 - 11/30/20	12/31/20
<input type="checkbox"/>	Quarter #3	12/01/20 - 02/28/21	03/31/21
<input type="checkbox"/>	Quarter #4	03/01/21 - 05/31/21	06/30/21

Item	Max per Year	Quarter #1	Quarter #2	Quarter #3	Quarter #4	Total Year 3	Balance Remaining
1 FTE Wages & Fringe	\$ 50,000.00					\$	\$
Education & Outreach	\$ 4,000.00					\$	\$
Website Manager	\$ 2,000.00					\$	\$
Marketing & Education Tools (Ex: Online training, videos, PSA, etc.)	\$ 2,500.00					\$	\$
NASIA Conference	\$ -					\$	\$
Other:	\$ -					\$	\$
Other:	\$ -					\$	\$
Total	\$ 58,500.00	\$	\$	\$	\$	\$	\$

NOTE: Maintain verification of all expenditures. Verification of expenditures may be requested by the State.

HIPAA Business Associate Agreement Worksheet and AAG Review Form

AHS Department/Program: DAIL

Name of the Contractor, Grantee, or Party to a Letter of Agreement:
Brain Injury Association of Vermont

The Contractor, Grantee or Party to a Letter of Agreement is referred to below as **“the recipient.”**

Your Name: Megan Tierney-Ward Date: 9/24/18
Phone number: 802 241-0308

1. This worksheet helps the reviewing Assistant Attorney General (AAG) determine whether a Business Associate Agreement is necessary.

2. Complete this worksheet for each contract, grant, or letter of agreement that you prepare.

The contract, grant or letter of agreement is referred to below as **“the document.”**

If you are preparing multiple documents that are identical in scope generated from a single template in which the only differences are the name of the recipient or the dollar amount, complete only one worksheet for the series. If so, identify the subject matter of the series:

3. Answer the following questions about the document.

a. In order to perform the work specified in this document does the recipient receive protected health information (i.e. individually identifiable health information of individuals served by AHS) from AHS or a third party at the direction of AHS?

Yes No

b. In order to perform the work specified in this document does the recipient disclose protected health information to others or to AHS?

Potentially Yes No

c. In order to perform the work specified in this document does the recipient create protected health information?

Potentially Yes No

d. In order to perform the work specified in this document is the recipient required to use protected health information that it has obtained independent from the work performed under the document?

Yes No

If you answered “no” to 3(a), (b), (c) and (d) proceed to 5.

4. Does the recipient receive, disclose, create, or use protected health information to provide any of the services listed in the table on page 2 of this worksheet to AHS?

Yes No

If Yes, **check** the box next to the applicable service(s) listed in the table.

Except for the service of “treatment,” the services listed below may be considered business associate functions under the HIPAA Privacy Rule and a business associate agreement may be required. If the work under the document does not clearly fall into one of the categories of services listed below and instead spans several categories of services, check all the categories that the work may span

If you are uncertain as to whether the work falls into any of the categories of services listed below, check “other.”

For each reason checked off, please refer to Attachment A of the document and record the section, number, paragraph or text of Attachment A or the text of the work summary that refers to this task.

Check if Applicable	Reason for Use, Disclosure, Creation	Section Number or Text of Attachment A or Work Summary
	Treatment	
	Claims processing or administration	
X	Data analysis, processing or administration	Create a toolkit and education/marketing materials for hospitals and people/families with TBI. Then evaluate the effectiveness of the toolkit/educational materials by engaging with hospitals and people/families with TBI and using data to measure effectiveness. Work with DOC to provide TA in creation/implementation of a risk screening tool for people with TBI.
	Utilization review	
	Quality assurance	
	Billing	
	Benefit management	
X	Practice management	Create a toolkit for hospitals and people/families with TBI to improve person-centered planning and service delivery. Then evaluate the effectiveness of the toolkit by engaging with hospitals and people/families with TBI and using data to measure effectiveness. The goal is to improve the process for people/families with TBI.
	Repricing	
	Legal services	
	Actuarial services	
	Accounting services	
X	Consulting services	Consult with hospitals, people/families with TBI, DOC and VDH to improve person-centered assessment, screening, service delivery and surveillance of people/families with TBI.
	Data aggregation services	

	Management services	
	Administrative services	
	Accreditation services	
	Financial services	
	OTHER	

5. Send completed pages 1 and 2 of this worksheet along with Attachment A, if available, or a work summary via email to the reviewing Assistant Attorney General (AAG). Without Attachment A or a work summary, the AAG can not determine whether a business associate agreement is necessary.

Please note that if the reviewing AAG makes a determination as to whether a business associate agreement is necessary based upon a work summary and this worksheet, the determination may later be revised if the items in Attachment A differ from the description provided in the work summary.

AAG Business Associate Agreement Review Form

To be completed by the reviewing AAG:

1. Your Name: Stuart Schurr, General Counsel Date: 10/12/18

2. Check one:

No, a Business Associate Agreement is **not** needed for this contract, grant, or letter of agreement. The contractor, grantee, or party to letter of agreement does not perform a business associate function.

Yes, a Business Associate Agreement **is** needed for this contract because:

business associate functions are performed. _____

3. Send via email this completed form back to the preparer who sent it to you.

Definitions

HIPAA: Health Insurance Portability and Accountability Act of 1996

Protected Health Information (PHI): Any information, whether oral or recorded and whether transmitted or maintained in any form or medium, that:

- (1) Is created or received by AHS or its contractors/grantees;
- (2) Relates to the **past, present, or future** physical or mental health or condition of an individual; the provision of health care to an individual; or the **past, present, or future** payment for the provision of health care to an individual;

AND

- (3) Identifies the individual, or with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

Protected Health Information includes demographic information collected from an individual.

Disclosure: The release, transfer, provision of access to, or divulging of information held by AHS or its contractors/grantees to outside of AHS or its contractors/grantees.

Treatment: The provision, coordination, or management of health care and related services by one or more health care providers, including the coordination or management of health care by a health care provider with a third party; consultation between health care providers relating to a patient; or the referral of a patient for health care from one health care provider to another.

Business Associate Agreement: A written agreement that AHS obtains from a contractor/grantee in which the contractor/grantee agrees that it will appropriately safeguard Protected Health Information that it receives from AHS (or a third party at the direction of AHS) or creates for AHS and use it only for authorized purposes.

A Business Associate Agreement is not needed for disclosures to a health care provider for treatment purposes.

Business Associate: Generally a person or entity who:

On behalf of AHS, performs or assists in the performance of functions or activities involving the use or disclosure of individually identifiable health information (e.g. claims processing or administration, data analysis, processing or administration, utilization review, quality assurance, billing, benefit management, practice management and re-pricing).

To or for AHS, provides legal, actuarial, accounting, consulting, data aggregation, management, administrative, accreditation, or financial services, where the service involves the disclosure of Protected Health Information from AHS (or a third party at the direction of AHS) to the business associate.

**State of Vermont
Grantee Risk-Based Assessment**


Exhibit A

Organization Name: DAIL **Grant No.:** 03460-7-2346

Grant Title/Description: State TBI Partnership Grant

ELIGIBILITY	Eligible	Ineligible
Suspension & Debarment	X	
Subrecipient Annual Report	X	
Single Audit	X	

1. Amount	\$175,500	Small <\$25,000	Medium \$25,000 to \$250,000	Large >\$250,000	Points Awarded	
Rate the organization based on the amount of the award		0	10	20	10	
2. Accounting System		Automated	Manual	Combination	Points Awarded	
Rate the organization based on the type of accounting system they use		0	20	0	0	
3. Program Complexity		Not Complex	Slightly Complex	Moderately Complex	Highly Complex	Points Awarded
Rate the complexity of the program		0	10	20	30	10
<p>Programs with complex compliance requirements have a higher risk of non-compliance. In your determination of complexity consider whether the program has complex grant requirements. The following are some examples of reasons a program would be considered more complex:</p> <ul style="list-style-type: none"> ▶ Complex programmatic requirements and/or must adhere to regulations ▶ Matching funds or Maintenance of Effort are required ▶ Various types of program reports are required ▶ The organization further subcontracts out the program 						
4. Organization Risk			YES	NO	Points Awarded	
Rank the organization based on your knowledge of the following:						
a. Is the organization receiving an award for the first time?			35	0	0	
b. Did the organization adhere to all terms and conditions of prior grant awards?			0	30	0	
c. Does the organization have adequate and qualified staff to comply with the terms of the agreement?			0	20	0	
d. Does the organization have prior experience with similar programs?			0	15	0	
e. Does the organization maintain policies which include procedures for assuring compliance with the terms of the award?			0	10	10	
f. Does the organization have an accounting system that will allow them to completely and accurately track the receipt and disbursements of funds related to the award?			0	10	0	
g. If staff will be required to track their time associated with the award, does the organization have a system in place that will account for 100% of each employee's time?			0	10	0	
h. Did the organization have one or more audit findings in their last single audit regarding program non-compliance?			30	0	0	
i. Did the organization have one or more audit findings in their last single audit regarding significant internal control deficiency?			20	0	0	
j. Other issues that may indicate high risk of non-compliance? Explain: <small>(Point value should be based on evaluator's judgment)</small>					0	
<p><i>Other issues</i> include but are not limited to: (1) having new or substantially changed systems (2) having new compliance personnel (3) external risks including; economic conditions, political conditions, regulatory changes & unreliable information (4) loss of license or accreditation to operate program (5) rapid growth (6) new activities, products, or services (7) organizational restructuring (8) where indirect costs are included, does the organization have adequate systems to segregate indirect from direct costs.</p>						
<p align="center">Low = 0 - 40 Moderate= 40 - 70 High= 70 and higher</p>					TOTAL RISK POINTS: 30	

Completed By:  Date: 9/24/18
Signature

Name: Megan Tierney-Ward Title: ASD Division Director

Justification for issuing award to high-risk grantee

Organization Name: NA Grant No.: NA

Grant Title/Description: NA

Justification:
NA

Approved By: _____ Date: _____
Signature

Name: _____ Title: _____

Common Attributes of Grantees with Low, Moderate and High Risk:	
<p>Low Risk <i>Most of the following attributes must be present to be considered <u>low</u> risk</i></p> <ul style="list-style-type: none"> ▶ Organization has complied with the terms and conditions of prior grant awards. ▶ No known financial management problems or financial instability ▶ High quality programmatic performance ▶ No, or very insignificant, audit or other monitoring findings ▶ Timely and accurate financial and performance reports ▶ Program likely does not have complex compliance requirements ▶ Organization has received some form of monitoring (e.g., single audit, on-site review, etc.) 	<p>High Risk <i>One or more of the following attributes may be present to be considered <u>high</u> risk</i></p> <ul style="list-style-type: none"> ▶ History of unsatisfactory performance or failure to adhere to prior grant terms and conditions ▶ Financial management problems and/or instability; inadequate financial management system ▶ Program has highly complex compliance requirements ▶ Significant findings or questioned costs from prior audit ▶ Untimely, inadequate, inaccurate reports ▶ Recurring/unresolved issues ▶ Lack of contact with organization or any prior monitoring ▶ Large award amount
<p>Moderate Risk ▶ Agencies that fall between low risk and high risk are considered <u>moderate</u> risk.</p>	

GRANT - CONTRACT DETERMINATION FORM

This form shall be used by the DAILE before any written, legally binding agreement is executed between the department and an external party.

This form shall be kept in the agreement file.

All grant agreements shall use the term "Grantee" throughout **unless** the agreement contains **Federal or Global Commitment** funds, in which case, the term "Subrecipient" shall be used.

Procurement contracts shall use the term "Contractor" throughout.

INSTRUCTIONS:

The Program Manager and Agreement Administrator must read the definition for each agreement type and their accompanying attributes.

Each person then places a checkmark next to each attribute that applies to the agreement and circles the agreement type they believe is most appropriate for the role the external party will be held accountable to under the agreement.

Professional judgment is required when making this determination and must be documented in the RATIONALE section.

If both parties agree then the agreement shall be drafted in the form selected.

If both parties fail to agree; the agreement may be amended and the process repeated OR both parties may agree that an objective final determination be made, by the legal unit, for the agreement as written.

If the process is repeated a separate form for each round must be attached.

GRANT - CONTRACT DETERMINATION FORM

BUSINESS UNIT: DAIL/ASD

DATE: 9/24/18

PROGRAM MANAGER: Megan Tierney-Ward (temporary until grant manager hired)

AGREEMENT ADMINISTRATOR: DAIL Business Office

PROGRAM MANAGER SECTION: (circle)

GRANT – The intent of this agreement *is to assign the management and operations of a program* to an independent external party that will provide program services directly to the intended beneficiaries.

CONTRACT – The intent of this agreement *is to procure the goods or services necessary* for the State to provide program services directly to the intended beneficiaries.

AGREEMENT ADMINISTRATOR SECTION: (circle)

GRANT – The intent of this agreement *is to assign the management and operations of a program* to an independent external party that will provide program services directly to the intended beneficiaries.

CONTRACT – The intent of this agreement *is to procure the goods or services necessary* for the State to provide program services directly to the intended beneficiaries.

Grant attributes: (Check those that apply)

	<u>PM</u>	<u>AA</u>
• The intent of the agreement is for the entity receiving the assets to provide goods or services to an entity <i>other than</i> the entity providing the assets.	_X_	_X_
• Recipients of public assets are chosen based upon which entity’s programmatic proposal best aligns with the programmatic intent of the entity providing the assets, maximizes the number of programmatic beneficiaries and operates at the least cost.	_X_	_X_
• Payments are made to the recipient for operating a program in compliance with the terms and conditions of the agreement.	_X_	_X_
• Recipients of public assets are required to exercise decision making authority in the course of operating the program.	X_	_X_
• Recipients of public assets are evaluated based upon their ability to implement the program as approved in their proposal.	_X_	_X_

Contract attributes: (Check those that apply)

• The intent of the agreement is for the entity receiving the assets to provide goods or services <i>directly to</i> the entity providing the assets.	___	___
• Recipients of public assets are chosen based upon which entity’s proposal provides the greatest benefit, to the entity providing the assets, at the least cost.	___	___
• Payments are made to the recipient for delivering goods or services, to the provider of the assets, in compliance with the terms and conditions of the agreement.	___	___
• Recipient of public assets exercises NO decision making authority with regard to the public program.	___	___
• Recipient of public assets is evaluated based upon the timely delivery of goods or services at the price, quantity and quality negotiated in the agreement.	___	___

PROGRAM MANAGER RATIONALE

The BIAVT (subrecipient) has the expertise needed and was identified as a key partner in the federal ACL grant funding application. The subrecipient will collaborate with the State grant manager and external stakeholders to create and evaluate the deliverables; however, the subrecipient has independence in decision-making and the deliverables will be integrated into to the BIAVT, hospital and DOC protocols when working with people/families with TBI. The subrecipient will be reimbursed 100% with federal funds.

AGREEMENT ADMINISTRATOR RATIONALE

Grantee controls programmatic decision-making and services provide direct support to a population or individuals.

LEGAL UNIT RATIONAL

FINAL DETERMINATION BY LEGAL UNIT; IF NECESSARY (circle):

GRANT

CONTRACT

COPY MUST BE INCLUDED IN THE AGREEMENT FILE

Department of Disabilities, Aging, & Independent Living
ROUTING CHECK LIST FOR CONTRACTS, GRANTS, AND AMENDMENTS
This Section To be completed by agreement originator

VISION Vendor#: 5142

Vendor Name: Brain Injury Association of Vermont

Contract/Grant#: 03460-7-2346

Contract/Grant Start & End Date: 9/5/2018 – 5/31/2021

RFP# (for contracts only):

Grant Classification: *pass-through*

Maximum Amount: \$175,500.00

Initiated By/Program Manager: Megan Tierney-Ward, Sara Lane, Andre Courcelle

Is this an amendment?	Are you adding/decreasing funds?	Change of Scope? Y/N	Are you extending or shortening the contract term?
Amendment #	\$		

After each step Contracts/Grants go back to The Business Office

**This agreement must be reviewed by the Division Director prior to routing.*

	Initials	Date
Division Director		
Logged in at the Business Office	KE	9/19/2018
Financial Staff Review	JG&LBD	10/18/18
Finance Director	e-Signed by William Kelly on 2018-10-19 11:19:05 GMT	
DAIL IT Review (For IT Components) <i>n/a</i>		
AAG/Legal Review	SS	10/12/18
Does this require AOA review? (Contracts Only)		
Does this require further ADS IT review? <i>n/a</i>		

The contents reviewed, approved and authorized for final review and processing include the following:

- Attachments A and B reviewed for content and performance measures
- Attachments C, D, E, F are current. If applicable, IT Att. D has been provided by DAIL IT.
- Business Associate Agreement Worksheet pre-approved by Legal Unit
- Risk Management has been consulted re: Professional Liability
- Exhibits A, B, C complete (grants only)
- Cover memos attached (contracts only):

For DAIL Business Office Use Only :

1. Entered into Spreadsheet
2. Entered into Vision
3. Scanned Documents & Saved to Folder & AHS SharePoint
4. Emailed Scanned Copy to Accountant
5. Emailed Scanned Copy for FFATA Reporting



Memorandum of Understanding

Between

Vermont Department of Aging and Independent Living

And

Vermont Department of Corrections

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I. Purpose

The Vermont Department of Aging and Independent Living (DAIL) and the Department of Corrections (DOC) are entering into this agreement to establish a system for Traumatic Brain Injury (TBI) screening for inmates at all DOC facility locations:

- Northern State Correctional Facility (NSCF) – Newport, Vermont
- Southern State Correctional Facility (SSCF) -- Springfield, Vermont
- Northwest State Correctional Facility (NWSCF) -- Swanton, Vermont
- Northeast Correctional Complex (NECC) – St. Johnsbury, Vermont
- Chittenden Regional Correctional Facility (CRCF) – South Burlington, Vermont
- Marble Valley Regional Correctional Facility (MVRCF) –Rutland, Vermont

II. Principles

This Memorandum is to be interpreted in accordance with the following principles:

A. Scope

DAIL will support DOC in implementing screening protocol for Traumatic Brain Injury (TBI) upon entry into the correctional system and in creating a system that fosters individualized treatment and recognition of impairments related to TBI.

B. Common Interest

DAIL and DOC shall cooperate to identify individuals with TBI in order to appropriately designate them as TBI. This shall include the identification of TBI screening tools and creating and implementing training to health services and/or DOC staff, as well as developing tracking, health record documenting and reporting methodologies.

III. Terms of Memorandum

The DOC and DAIL will undertake activities in support of this project, as outlined below.

A. DOC will:

1. Work with the lead State Agency and the Brain Injury Association of Vermont (BIAVT) to identify the most appropriate TBI screening tool for the DOC’s workflow.
2. Identify health services staff as needed to implement TBI screening.
3. Document a process for how TBI screening will occur.
4. Develop a procedure for health services staff to interpret the results of the screening, including a process for coordinating care for those cases that screen positively.
5. Adapt relevant points from mentor states’ TBI trainings into Vermont trainings. Insert those, along with all newly implemented TBI screening and processing steps, into DOC staffs’ and Health Services’ training curricula (including Academy training for correctional officers, and trainings and portal materials for health services staff).
6. Configure the TBI screening and referral processes in the Electronic Health Records (EHR).
7. Develop a set of data collection points. Track and report the results of all screenings on a specified schedule as determined by the TBI grant, which state:

Quarter	Period	Due by Date
Quarter #1	June 1, 2019 – August 31, 2019	September 30, 2019
Quarter #2	September 1, 2019 – November 30, 2019	December 31, 2019
Quarter #3	December 1, 2019 – February 29, 2020	March 31, 2020
Quarter #4	March 1, 2020– May 31, 2020	June 30, 2020

8. Develop an evaluation process for completion of all tasks herein.
9. Participate in the Juvenile and Criminal Justice Workgroup with mentor and other partner states.

B. DAIL will:

1. In consideration of the services to be performed by DOC, DAIL agrees to pay, in accordance with the payment provisions specified in Attachment B, a sum not to exceed \$90,450 subject to State and Federal funding availability.
2. Participate in the Juvenile and Criminal Justice Workgroup with mentor and other partner states for coordination with DOC on leading methodologies on screening and treatment techniques.
3. Coordinate with DOC and the Brain Injury Association of Vermont (BIAVT) to assist DOC in identifying the most appropriate TBI screening tool for implementation at DOC facilities.
4. Support DOC in developing protocols for health services staff to:
 - a. Interpret the meaning of screening results.

- b. Develop a process for follow up of positive screening cases.
- 5. Coordinate with DOC central office staff to identify mentor states' relevant TBI trainings. Communicate with DOC on the development of trainings for contracted health services staff to implement best practices on TBI screening, assessment, and treatment.
- 6. Submit quarterly progress reports and financial reports to the State on a specified schedule as determined by the TBI grant, which state:

Quarter	Period	Due by Date
Quarter #1	June 1, 2019 – August 31, 2019	September 30, 2019
Quarter #2	September 1, 2019 – November 30, 2019	December 31, 2019
Quarter #3	December 1, 2019 – February 29, 2020	March 31, 2020
Quarter #4	March 1, 2020– May 31, 2020	June 30, 2020

IV. Effective Date and Modification of Terms

This Memorandum shall take effect on the date it is signed by all the Parties ("Effective Date"). This MOU shall be reviewed annually or as deemed necessary by DAIL and DOC and may be altered by the mutual written agreement of the parties. This Agreement will otherwise remain in effect and may be terminated by either party within 30 days of a written notice.

V. Points of Contact

At the time of this agreement, the following will serve as the main points of contact between the named departments:

DOC point of contact:

Jacqueline Rose, MPH
 DOC Health Services Quality Assurance and Contract Compliance Administrator
 (802) 879-2406, Jacqueline.rose@vermont.gov

Vermont Department of Agency and Independent Living point of contact:

Sara Lane, (802) 241-0299, sara.lane@vermont.gov

DOC and DAIL may re-establish points of contact at any time.

VI. Sovereign Immunity

The State of Vermont, Vermont AHS, DAIL, and the Vermont DOC do not waive their sovereign immunity by entering into this Memorandum, and each fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this Memorandum.

Lisa Menard, Commissioner
Vermont Department of Corrections

Date

Monica Hutt, Commissioner
Department Vermont of Aging and Independent Living

Date

VII. Appendix

None