

Note: All sections must be completed. Incomplete forms will be returned to the originating department.

I. CONTRACT INFORMATION:

Agency/Department: AHS/ Department of Corrections Contract #: 28239 Amendment #: 1
 Vendor Name: Centurion of Vermont, LLC VISION Vendor No: 339936
 Vendor Address: 1447 Peachtree Street, Suite 500, Atlanta GA 30309
 Starting Date: 2/2/2015 Ending Date: 1/31/2019 Amendment Date: 1/31/2018 (W)
 Summary of agreement or amendment: Extend term and update attachments.

II. FINANCIAL & ACCOUNTING INFORMATION

Maximum Payable: \$80,657,249.00 Prior Maximum: \$ 60,107,501.00 Prior Contract # (If Renewal):
 Current Amendment: \$20,549,748.00 Cumulative amendments: \$ 20,549,748.00 % Cumulative Change: 34.19
 Business Unit(s): 3420; ; - [notes:] VISION Account(s): 507500;
 Estimated Funding Split: 100.00 % GF % SF % EF % Other (name)
 % TF % GC % FF

III. PROCUREMENT & PERFORMANCE INFORMATION (section A & B)

A. The agency has taken reasonable steps to control the price of the contract and to allow qualified organizations to compete for the work authorized by this contract. The agency has done this through:

Standard Bid/RFP Simplified Sole Source Qualification Based Selection Statutory

B. Contract includes performance measures/guarantees to ensure the quality and/or results of the service? Yes No

IV. TYPE OF AGREEMENT (select all that apply)

Personal Service Construction Arch/Eng. Marketing Info. Tech. Prof. Service Data Use
 Non-Personal Service Retiree/Former SOV EE Financial Trans Zero-Dollar Privatization Other
 Commodity

V. SUITABILITY FOR CONTRACT FOR SERVICE

Yes No n/a Does this contract meet the federal determination of an Independent Contractor? If "NO", the contractor must be set up and paid on payroll through the VTHR system.

VI. CONTRACTING PLAN APPLICABLE

Is any element of this contract subject to a pre-approved Agency/Dept. Contracting Waiver Plan? Yes No

VII. CONFLICT OF INTEREST

By signing below, I (Agency/Dept. Head) certify that no person able to control or influence award of this contract had a pecuniary interest in its award or performance, either personally or through a member of his or her household, family, or business.

Yes No Is there an "appearance" of a conflict of interest so that a reasonable person may conclude that this party was selected for improper reasons: (If yes, explain)

VIII. PRIOR APPROVALS REQUIRED OR REQUESTED

Yes No Agreement must be Certified by the Attorney General under 3 V.S.A. § 342 (sign line #4 below)
 Yes No I request the Attorney General review this agreement As To Form: _____ (AAG initial)
 Yes No Agreement must be approved by the Comm. of DII/CIO: for IT hardware, software or services and Telecommunications over \$500,000
 Yes No Agreement must be approved by the CMO: for Marketing services over \$25,000
 Yes No Agreement must be approved by Comm. Human Resources: for Privatization, Retirees & Former Employees
 Yes No Agreement must be approved by the Secretary of Administration

IX. AGENCY/DEPARTMENT HEAD CERTIFICATION; APPROVAL

I have made reasonable inquiry as to the accuracy of the above information (sign in order):

| | | | | | |
|---------|--------------------------|---------|----------------------------------|--|--|
| 1/10/18 | | | | e-Signed by Diane Nealy on 2018-01-16 15:25:03 GMT | |
| 1-Date | 1-Agency/Department Head | 2-Date | 2-Agency Secretary (if required) | | |
| 3a-Date | 3a-CIO | 3b-Date | 3b-CMO | 3c-Date | 3c-Commissioner DHR |
| 1/8/18 | | | | | e-Signed by Bradley Ferland on 2018-01-31 18:33:26 GMT |
| 4-Date | 4-Attorney General | 5-Date | 5-Secretary of Administration | | |

e-Signed by Kelly Murphy on 2018-01-29 19:35:45 GMT


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Agency of Human Services

MEMORANDUM

TO: Susanne Young, Secretary of Administration

FROM:  Lisa Menard, Commissioner, Department of Corrections

DATE: January 11, 2018

RE: Centurion of Vermont, LLC. Contract #28239 AM#1

In 2015 the Department of Corrections entered into a contract with Centurion of Vermont for correctional healthcare services that combined medical and mental health services under one contract. That contract will be at the end of its initial 3-year term on January 31, 2018. The Department would like to exercise the opportunity to extend this contract for one additional year.

This amendment serves to not only extend the contract term for an additional year, but also to update its Staffing Matrix to align with the closing of the Southeast State Correctional Facility, update Appendix 5.22 – Performance Linked Indicators as well as the State’s standard agreement attachments and increase the maximum amount respectively.



AMENDMENT

It is agreed by and between the State of Vermont, Department of Corrections (hereafter called "State") and Centurion of Vermont (hereafter called "Contractor") that contract #28239 dated January 28, 2015 between said State and Contractor is hereby amended as follows:

To change Page 1, 4. Contract Term, from end on 1/31/18 to end on 1/31/19.

To change Page 1, 3. Maximum Amount, from \$60,107,501.00 to \$80,657,249.00.

To remove Attachment A, page 14, Section 2.7.1 – State Quality Oversight and Performance Indicators.

To replace Attachment A, Page 40, Section E, 2.41 with the following:

SECTION E - INMATE CARE AND TREATMENT

2.41 - Nonemergency Health Care Requests and Services

In accordance with NCCHC essential standards P-E-07 and MH-E-05, the Contractor shall ensure that all inmates have daily opportunities to request health, mental health, and dental care. All requests for services will be documented and reviewed for immediacy of need and interventions that are required to address the need.

The Contractor will:

- Implement a sick call system that provides inmates with unimpeded access to health services.
- Utilize an established, unimpeded, secured sick call boxes located within each housing unit for inmates to deposit their requests for sick call services.
- For inmates who do not have access to the sick call boxes, establish alternative arrangements will be made for filing sick call requests (i.e., inmates in segregation or lock-down units). Nursing staff will conduct daily, visual rounds to assess the inmates' need for health care services.
- Where possible, respond to sick calls according to the facility schedules shown in Appendices of Attachment G of this contract related to Correctional Facility Profiles.
- Have a process for nursing personnel to collect, triage, and respond to health care requests based on need within 24 hours.
- Ensure that LPNs and Registered Nurses demonstrate that they possess the skill set to perform triage. Training and appropriate supervision shall be provided to nursing staff to assure a system that is safe and effective.
- Provide same-day (24 hour) response for inmate requests for health care services that are determined by the triage process to be urgent in nature.
- During weekdays, when clinically appropriate, have a qualified health care professional see the inmate within 24 hours after the request has been triaged. Therefore, non-emergent, triaged health care requests will be seen within 48 hours.
- During weekends, make a good faith effort to meet the same standard as for weekday review and response times for non-emergency requests. Triaged requests for health care services during the weekend will be seen within 72 hours.
- Conduct physician sick call per a posted schedule determined by facility needs and in a manner that complies with the requirements described above and in a manner that supports timely follow up of inmates triaged by nursing and determined as in need of provider referral. The schedule must be approved by the State HSD.
- Monitor sick call responses/grievances as part of the CQI process.

- If the inmate's custody status precludes attendance at sick call, implement appropriate measures to provide access to health services.
- Develop new protocols or implement current ones that include the use of over-the-counter medications which can be provided to inmates by a Registered Nurse. All protocols shall be reviewed and approved by the State HSD and/or Chief Nursing Officer prior to implementation.
- The Contractor shall implement a process that provides inmates with a limited supply of OTC medications as a result of a sick call encounter with a Registered Nurse. The provision of OTC medications will be documented in the inmate's health record.
- Make available a limited number of over-the-counter medications available for purchase in the inmate commissary.
- If the inmate's condition at the time of nursing triage or assessment requires emergency care and/or services beyond the ability of the nurse and/or the established nursing protocols, require the nurse to discuss the inmate's problem with the on-site or on-call provider who will then refer the inmate for further evaluation and treatment as needed.
- Ensure that under no circumstances should the care of the inmate in need of urgent or emergent care be deferred or unnecessarily delayed pending discussion with management or supervisory staff.

Regarding the Sick Call Request Form, the Contractor will:

- Utilize a three-part sick call request form that allows the inmate's request, triage and disposition information, and the health encounter to be documented all on one form.
- Print the form on no carbon required (NCR) paper to provide additional copies.
- Keep one copy by the inmate at the time the request is submitted.
- Keep the second copy to be used for a variety of purposes. For example, if the inmate's request does not require a health encounter, a written response will be documented on the form and a copy will be returned to the inmate.
- File the original as part of the inmate's permanent record.
- Transfer the information contained on the sick call request to the inmate's electronic health record.

To replace Attachment A, page 50, Section G, 2.52.1 with the following:

SECTION G - SPECIAL NEEDS AND SERVICES

2.52.1 – Services for Incapacitated Persons

State Directive # 306.01; Revision memo 3/38/12 and 33 VSA§708; Incapacitated Persons Statute

Incapacitated individuals are lodged in State facilities under protective custody for a maximum of 24 hours. They may be released in under 24 hours if they are determined to no longer be incapacitated, or if a person arrives at the facility who is willing to assume responsibility for the incapacitated individual. Transfer to State facilities from the community should occur only after medical clearance by designated community providers has been obtained, including all required signatures.

The Contractor will:

- Provide services to these persons in accordance with policies and procedures as written by the State for services mandated by Vermont Statute.
- Provide initial medical screening and observation. If screening and/or observation during lodging indicates the patient has urgent care needs beyond the capacity of the facility to provide, or is in danger of eminent self-harm,

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the patient will not be accepted for lodging within DOC custody. If needed, transportation for external emergency medical care will be arranged. Health service contractors shall communicate any such plans for patient movement to the Shift Supervisor, and shall make arrangements with the receiving hospital or emergency treatment facility.

- Assess medical care needs when indicated by Department staff. Health service contracted staff shall assess and provide emergency medical care as necessary until emergency responders can take over.

- To replace existing Attachment B with new Attachment B.
- To replace existing Attachment C with new Attachment C, revised December 15, 2017.
- To replace existing Attachment D with new Attachment D, revised December 8, 2009
- To replace existing Attachment E with new Attachment E, revised July 7, 2017.
- To replace existing Attachment F with new Attachment F, revised January 4, 2017.
- To replace existing Attachment K with new Attachment K – Staffing Matrix
- To replace existing Appendix 5.22 – Summary of Performance-Linked Metrics, with the new Appendix 5.22.
- To replace existing Appendix 5.04 – VTDOC Facility Profiles with the new Appendix 5.04.
- To remove Appendix 5.16 – Quality Indicators.

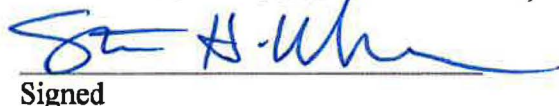
Except as modified by this above amendment, and any and all previous amendments to this contract, all provisions of this contract #26239 dated 1/28/15 shall remain unchanged and in full force and effect.

The effective date of this amendment is 1/31/2018.

WE, THE UNDERSIGNED PARTIES, AGREE TO BE BOUND BY THE TERMS OF THIS CONTRACT AS AMENDED.

STATE OF VERMONT
AGENCY OF HUMAN SERVICES
DEPARTMENT OF CORRECTIONS

CONTRACTOR: Centurion of Vermont, LLC.



Signed

Steven H. Wheeler
(Please PRINT Signature)

Date: 2/1/2018

Address: Centurion of VT, LLC
Steven H. Wheeler, CEO
1447 Peachtree St., Suite 500
Atlanta, GA 30309

703-749-4600
swheeler@mhm-services.com



Lisa Menard, Commissioner

Date: 2/2/18

APPROVED AS TO FORM


Robert Larose, Assistant Attorney General

Date: 1/5/18

**ATTACHMENT B
CONTRACT FOR SERVICES
PAYMENT PROVISIONS**

The maximum dollar amount payable under this agreement is not intended as any form of a guaranteed amount. The Contractor 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. Payments will not be released until Contractor has provided State with certificates of insurance to show that the required insurance coverage, detailed on Attachment C and as modified by Attachment D, is in effect. It is the responsibility of the Contractor to maintain current certificates of insurance on file with the State throughout the term of this agreement. Contractor shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this agreement.
2. Contractor shall submit a monthly invoice for base capitation and fixed-fee payments within 15 days of the close of the previous month. Beginning February 1, 2016, for each P4P metric, the Contractor will submit the numerator and denominator calculations to the Vermont Department of Corrections (State). The State will enter the data into the P4P incentive calculator (Appendix 5.21) to determine the Contractor's performance-based bonus payment. The official ADP for the month shall be provided monthly by the State.
3. Contractors invoice number will be displayed in the following format on each invoice:
Contract #/Period of Service - Example: For June 2011 services under contract number 12345 the invoice number would be 12345/0611.
4. The State's payment terms for Contractor invoice(s) are net 30 days.
5. In consideration of the services to be provided by Contractor, the State agrees to pay Contractor as follows:

Contractor payment will be based on a capitated, pay-for-performance, risk-based model. Some payment provisions of the contract will be based on a fixed fee.

6. Payment Adjustments

Starting on February 1, 2016, all performance incentives, liquidated damages, and /holdbacks will be documented and discussed with Contractor. The parties shall resolve any dispute regarding the assessment and retention of holdbacks, retainage or liquidated damages in accordance with the Dispute Resolution process (see 13(b) Miscellaneous Provisions/Dispute Resolution below). Such holdbacks, retainage, or liquidated damages do not impact the Actual Costs incurred by the Contractor.

The parties acknowledge and agree that liquidated damages included in this contract shall not apply in situations where the Contractor's failed performance is related to events or actions outside of the control of the Contractor.

7. Pricing – Appendix 5.23 Price Proposal – Per Inmate per Month Calculator 12/02/2014 included as Attachment J in this contract

The Contractor's four-year price is inclusive of Comprehensive Health Services, Pharmacy, Off-Site Services, Regional Office, and Corporate Overhead and Profit (see Appendix 5.23 Price Proposal - Per Inmate per Month Calculator dated 12/02/2014 included in this contract as Attachment J) based on the contracted Per Inmate per

Month (PIPM) charge. In year 4, the PIPM shall be multiplied by 1450 if the average daily population (ADP) is between 1400-1500 for a given month. Payment will be as follows:

Year 1 – Per Inmate per Month = \$1,020.71

Year 2 – Per Inmate per Month = \$1,039.59

Year 3 – Per Inmate per Month = \$1,070.30

Year 4 – Per Inmate per Month = \$1,181.02

However, in Year 4, if the ADP is outside of the 1,400-1,500 range for a month, the following PIPM rates will apply:

- For ADPs between 1300-1400, a PIPM rate of \$1,268.50 multiplied by an ADP of 1350 will apply.
- For ADPs between 1500-1600, a PIPM rate of \$1,104.83 multiplied by an ADP of 1550 will apply.

8. Payment Provisions:

Comprehensive Health Services, Pharmaceuticals, Off Site Services, Regional Office, Corporate Overhead and Profit, and Catastrophic Loss Cases

8.1 **“Base Compensation”**: “Contractor payment for Comprehensive Health Care Services will be based on a capitated, pay-for-performance, risk-based model. Some payment provisions of the contract will be based on a fixed fee. Comprehensive Health Services and Pharmacy will be paid at the PIPM in Appendix 5.23 and included as Attachment J of this contract (subject to the terms below). Off Site Services, Regional Office and Corporate Overhead and Profit will be paid at flat rates based on Appendix 5.23 and included as Attachment J of this contract (subject to the terms below). Contractor’s responsibility for the cost of provision of Catastrophic Loss cases, Pharmaceutical services, and Off-Site services will be subject to an annual limit as described further herein.

8.2 **Comprehensive Health Care Services** (exclusive of Catastrophic Loss cases, Pharmaceuticals, Off-Site, Regional Office Expenses, and Corporate Overhead and Profit): Contractor will receive a minimum payment based on the contracted Per Inmate per Month (PIPM) charge multiplied by the average daily population (ADP) for a given month. The Contractor will receive payment for 1,450 inmates based on an ADP range of 1,400-1,500.

8.3 **Catastrophic Loss**: The State will cover expenses for **Catastrophic Loss cases**, defined as when the off-site expenses for any particular individual exceed \$85,000 per contract year. The Contractor shall be responsible for paying the initial \$85,000 for catastrophic loss cases and should already be included in the total PIPM. The State shall be responsible for all off-site expenses for any particular individual which exceed \$85,000 in any contract year. The threshold for Catastrophic Loss cases was derived from historical off-site financial data by the State.

8.4 **Pharmaceuticals**: Contractor has established a target PIPM for each contract year as set forth on Appendix 5.23 and included as Attachment J of this contract (the “Target Pharmacy PIPM”). The Contractor will receive a minimum payment based on the contracted Per Inmate per Month (PIPM) charge multiplied by the average daily population (ADP) for a given month. The Contractor will receive a payment for 1,450 inmates based on an ADP of 1,400-1,500. However, if the ADP is outside of the 1,400-1,500 range for a particular month, the State and the Contractor will negotiate a unique PIPM rate.

8.5 **Off-Site Services**: Contractor has established an annual limit for each contract year as set forth on Appendix 5.23 and included as Attachment J of this contract (the “Annual Off-Site Limit”).

8.6 Cost Differentials.

8.6.1 In the event that actual expenses for Pharmaceuticals or Off-Site Services exceed each year's Target Pharmacy PIPM and Annual Off-Site Limit, respectively, the Contractor agrees to accept financial responsibility for 3% of the amount in excess of the budgeted amounts; the State agrees that it shall be responsible for amounts in excess of the 3% payment by the Contractor. It shall be understood with regard to the State's payment of amounts in excess of the Contractor's 3% that the Contractor must demonstrate through documentation that it used industry-standard best practices to control these costs. With regard to Pharmaceuticals, this documentation could include but is not limited to financial reports that all efforts have been undertaken to effectively manage and control costs within the budgeted PIPM aggregate limits and documented attempts to help the State to obtain 340b medication pricing for HIV and Hepatitis C medications for Vermont inmates who qualify for same. With regard to Off-Site Services, this documentation could include but is not limited to attempts to innovatively (including but not limited to using telemedicine and contracting with off-site providers for reduced rates using Medicaid, Medicare or other reduced-cost rates) managing the utilization of Off-Site services, including new programs, and processes or more effective planning of off-site care. Reports such as claims and other financial information shall be used to demonstrate the Contractor's efforts.

8.6.2 In the event that in any particular contract year, the Contractor's actual expenses in one category of the budget (i.e. Pharmaceuticals) is less than the budgeted amount (actual amount less than budgeted amount) the Contractor has agreed that the State shall apply the difference in the actual and budgeted amounts (Contractor Savings) to reduce expenses that may be in excess of their budgeted amounts in another budget category (including but not limited to Off-Site Services). The Contractor agrees that the application of any such savings shall occur prior to the State's financial responsibility for costs in excess of 3% of budgeted amounts.

8.6.3 For purposes of example only, if the Annual Off-Site Limit is \$1000 and during contract year 1 Off-Site expenses were \$800 (for a Contractor Savings of \$200), and Contractor's aggregate expenses for Pharmaceutical services was \$2000 with aggregate Target Pharmacy PIPM payments being \$1900, then the Contractor Savings from Off-Site would be applied to reduce the expenses counted for Pharmaceutical Services down to \$1800, in which case because the counted Pharmaceutical services expenses was less than the aggregate Target Pharmacy PIPM payments, the State would have no responsibility for any excess expenses.

8.7 Community Health Initiative. In accordance with section 2.46.3 of this contract, the Contractor has agreed to cover expenses up to \$250,000 per year for a new State community integration program pursuant to which community providers like federally qualified health clinics are utilized to provide certain health services to inmates. If costs exceed the set \$250,000 annual cap, the Parties agree to amend this Contract to cover these additional costs (see also 6.f. Miscellaneous provisions, Community Partners Initiative below).

8.8 For Year 4, the Contractor's profit and corporate overhead shall be a flat rate based on the total budgeted amount of the contract. The total budgeted amount based on the PIPM of \$1,181.02 for Year 4 of the contract is \$20,549,748 which includes a negotiated rate of 10.437% (\$2,144,777) for profit and corporate overhead. In the event that the Contractor's overall expenses, after consideration of Section 8.6.2, are less than the overall budgeted amount, the Contractor shall reimburse the State for the variance on an annual basis no later than 30 days after the contract year end (due 30 days after January 31, 2019 for the time period covering February 2018-January 2019). The funds will be retained by the State and allocated at its discretion.

9. Changes in Medicaid/Green Mountain Care (GMC) Policy. Contractor's price proposal incorporated projected Medicaid program payment of certain inpatient expenses currently covered under the program. In the event of a change in federal and/or state policy and inmate participation in the Medicaid/GMC program is substantially altered, the Parties agree to negotiate in good faith a contract amendment responding to the changing

fiscal environment in accordance with the provisions of the contract (see also 6.d. Miscellaneous Provisions, Changes in Green Mountain Care/Medicaid Policy below).

10. Holdbacks: Beginning February 1, 2016, a 5% holdback of the Contractor's total monthly invoice may be retained by the State in the event that the Contractor fails to provide the monthly, quarterly, and/or annual reports due for that month within timelines specified in Attachment A, Section 2.5 "Administrative Meetings, Reports, and Claims Processing." The State shall release the holdback for that month with the next payment scheduled to be made to the Contractor, once the Contractor has fulfilled the reporting requirements specified herewith and in Attachment A, Section 2.5.

11. Liquidated Damages. Liquidated damages, which will not begin before February 1, 2016, are intended to represent estimated actual damages and are not intended as a penalty and Contractor shall pay them to the State without limiting the State's right to terminate this agreement for default as provided elsewhere herein. If there is a determination of actual damage, the calculated amount may be deducted from the Contractor's total remittance for the month.

12. Performance Incentives

12.1 NCCHC Accreditation

Contractor is required to maintain NCCHC accreditation for every current and future facility in the State system. Beginning February 1, 2016 through the contract end date, if certification accreditation by the NCCHC is lost, a \$500 holdback per day/per non-accredited facility may be assessed against the vendor until the non-accredited facility (ies) receives either a provisional accreditation or is fully accredited. If the NCCHC issues a provisional accreditation, the \$500 per day/per facility will be waived up to one hundred and eighty (180) days. The beginning and ending dates of the holdback will be governed by any written communication from the NCCHC.

12.2 Other Performance Incentives. Beginning February 1, 2016, the Contractor will also receive a bonus PIPM capitated rate based on the Contractor's performance on a set of performance metrics, as determined by the State. The State reserves the right to alter the set of performance based metrics as necessary.

12.3 Calculating Performance-Linked Payments. In order to encourage a high standard of performance, the State intends to provide supplemental payments to the Contractor beginning February 1, 2016, for timely provision of critical care components and submission of reports that accurately reflect the delivery of quality care in State facilities.

Throughout this section, refer to Appendix 5.22, "Summary of Performance-Linked Metrics, Holdbacks, Liquidated Damages, and Additional Incentive Payments" and Appendix 5.21 Excel document "Performance-Linked Payments (PLP) Calculator." The State has chosen a phased approach to incorporating PLPs into the contract. The DOC will identify, at its discretion, within 180 days of the start of the contract in the first year and within 30 days of the close of the previous year for all subsequent years the specific set of metrics to be used for PLPs in each year of the contract.

Performance-Linked Payments (PLP) are defined as: Payments to the Contractor based upon a fixed model of performance indicators, the Contractor's actual performance for a given reporting period, and a minimum score for achievement. The Contractor will have the opportunity to earn PLPs based on the proportion of the range that they have achieved for a specific metric. The percentage achieved will be calculated based on the percentage across all sites' aggregate score which must reach the minimum level, however, no individual site can fall 10 points below the minimum for any given metric for an incentive award in that category to achieve payment. These and other germane terms are described below:

- **Performance indicator** — A measure, usually displayed in numerator/denominator format, used to evaluate completion of a particular activity in which the Contractor is engaged. Performance indicators shall be determined by the State.
- **Numerator** — The number from the denominator that fulfills the numerator definition for the specific metric, as specified by the State.
- **Denominator** — The State has described how the denominator will be calculated for each metric.
- **Range** — The minimum score required to earn an incentive payment for a specific metric. In some cases, the range is based on data used for calculating NCQA-HEDIS measures. In other cases, the range may be based in part on NCCHC criteria or the State's policies and procedures. In yet other cases, a range has not been established
- **Percent Achievement** — The proportion of the range that the Contractor has achieved for the reporting period.

12.3.1 Calculating Maximum PLP-PIPM Rates

The Contractor shall receive 100% of the negotiated PIPM rates for Comprehensive Health Care Services, Pharmaceuticals, and Corporate Overhead and Profit. Starting February 1, 2016, the Contractor will have the opportunity to earn up to an additional \$12,500 per month (roughly \$7.81 PIPM) incentive payment based on the achievement of the performance indicators specified by the State and up to \$7,500 per quarter for Quality Assurance Pay for Performance (P4P) /Additional Incentives (see Section 2.74.5).

For PLPs, performance minimums have been set for each year in a manner that encourages continuous improvement of care quality and systems of care; the State reserves the right to change the indicators at the end of each contract year. The State will inform the vendor of changes 90 days prior to their effective start date.*

- Year Two minimum score to achieve payment = 85%; any site achieving less than or equal to 75% in a category will result in no payment for that category.
- Year Three minimum score to achieve payment = 90%; any site achieving less than or equal to 80% in any category will result in no payment for that category.
- Year Four minimum score to achieve payment = 85%, based on aggregate performance across the system.

Performance below the established minimum range for a particular measure will be addressed in the Contractor's monthly CQI reporting. Items with asterisk have a different range based on the metric involved see Appendix 5.22 in Attachment G.

12.3.2 Example: Calculating Total Remittance Based on PLPs, Holdbacks, Liquidated Damages, and Additional Incentives (P4P)

The calculations in this section are for illustrative purposes only. Assume that these calculations are based on the month following the 3rd quarter of the contract term in which PLPs, P4Ps and holdbacks apply. Assume an ADP of 1,600.

- The State negotiated a PIPM rate of **\$500.00** for Comprehensive Health Care Services. The Contractor would receive 100% (\$500.00) of the negotiated PIPM rate multiplied by the ADP ($\$500.00 \times 1,600 = \$800,000$).
- The State negotiated a PIPM rate of **\$105.75** for Pharmaceuticals Only. Under this category, the Contractor would receive 100% (\$105.75) of the negotiated PIPM multiplied by the ADP ($\$105.75 \times 1,600 = \$169,200$).
- No liquidated damages were imposed.
- The State negotiated a flat rate of **\$160,000** per month for Off-Site services.
- The State negotiated a flat rate of **\$140,000** per month for Regional Office expenses.

- The State negotiated a PIPM of \$75.00 for Corporate Overhead and Profit. The Contractor would receive 100% (\$75.00) of the negotiated PIPM rate multiplied by the ADP ($\$75.00 \times 1,600 = \$120,000$).
 - Based on the hypothetical results of the numerator/denominator calculations for metrics in Appendix 5.21, the Contractor earned \$12,500 for PLPs for the month.
 - Based on Quality Assurance Reporting, the Contractor earned 100% of the available P4P for the preceding quarter payable this month at \$7,500.
 - Add the results from above:
 - 100% of PIPM rate for Comprehensive Health Care Services - \$800,000
 - 100% of PIPM rate for Pharmaceuticals - \$169,200
 - Liquidated Damages – \$0
 - Total Metric PLP (monthly) – \$12,500
 - Total Quality Assurance P4P (quarterly) - \$7,500
 - Monthly rate for Off-Site Services - \$160,000
 - Monthly rate for Regional Office - \$140,000
 - 100% of PIPM rate for Corporate Overhead & Profit - \$120,000
 - Timely submission of reporting – Holdbacks = \$0
- The total would be \$1,409,200.00.**

12.4 Innovative Reform Initiatives

At such time as the State and the Contractor agree to implement one or more Innovative Reform Initiatives not currently budgeted, payment provisions for the initiative(s) will be negotiated and added to this agreement.

13. Miscellaneous Provisions.

a) Change in Scope of Services. The parties agree that should there be any change in or modification of inmate distribution, standards of care, including but not limited to a change in any material respect to any treatment protocol or modality or if any new medication or therapy is introduced to treat any illness, disease or condition, scope of services, Green Mountain Care laws, regulations or policy or the number of facilities that results in material costs or savings to the Contractor, the costs or savings related to such changes or modifications are not covered in this Agreement, and shall be negotiated in good faith between the parties. Any such adjustments shall be fully documented and attached to the Agreement in the form of amendments. If the parties are unable to agree upon an appropriate compensation adjustment resulting from a change in scope of services, the parties shall resolve such dispute in accordance with the dispute resolution provisions specified in Section b below.

b) Dispute Resolution. For any and all claims, controversies or disputes (collectively “dispute”) arising under this Agreement or the breach thereof, the parties shall work together in good faith to resolve the dispute. In the event the parties cannot resolve their dispute, either party shall have the right to request mediation (“Mediation Request”) by a neutral and/or disinterested third-party (the “Mediator”) who shall, at a minimum, be an attorney licensed to practice law in the State of Vermont. The parties agree to share equally the cost of the mediation. After the request by a party is made for mediation, no party may initiate litigation until such time as the dispute

is deemed “irreconcilable” as described below. In the event the parties must mediate any aspect of this contract, they will agree to terms and conditions of such mediation at the appropriate time and in consultation with the mediator.

Within 15 working days of the receipt of any Mediation Request, the parties shall agree upon a Mediator. Upon reaching an agreement upon a Mediator, the parties shall then participate in and complete mediation before the Mediator within 90 days thereafter. If the parties (1) are unable to agree upon a Mediator within this designated timeframe, (2) do not complete mediation within the designated timeframe, or (3) are unable to reach a mutual

resolution of the dispute during the course of mediation, then the dispute shall be deemed as "irreconcilable" at that time and legal remedies may be pursued.

c) Reconciliation of Costs.

The parties shall perform reconciliations of the Actual Costs incurred versus the Budgeted Costs quarterly during the term of the Agreement (collectively the "Quarterly Reconciliations"). Such Quarterly Reconciliations will be provided to the State within thirty (30) days after the end of each quarter. Contractor's documentation will be submitted in a format that provides both a cumulative contract year-to-date report and a quarterly report.

In addition to the Quarterly Reconciliations, the Contractor will provide a final reconciliation (the "Final Reconciliation") of the Actual Costs versus Budgeted Costs within 150 days after the end of each annual contract year. The parties recognize that Contractor will make every reasonable effort to control the timeliness of the submission of claims from third party providers, but there may be instances in which claims are received by Contractor after the 150th day of the final reconciliation period. In such instances, notwithstanding anything in this paragraph to the contrary, State agrees that it will pay such claims to the extent the State is responsible under the provisions of this Attachment B.

d) Annual Limits.

Contractor's responsibility for the cost of provision of Catastrophic Loss cases, Pharmaceutical services, and Off-Site services will be subject to an annual limit as described further herein.

The State will cover expenses for Catastrophic Loss cases, defined as when the expenses for any particular individual exceed \$85,000 for Off-Site expenditures per contract year. The Contractor shall be responsible for paying the initial \$85,000 for catastrophic loss cases and should already be included in the total PIPM. The State shall be responsible for all expenses for any particular individual which exceed \$85,000 in Off-Site expenditures in any contract year.

14. Modifications. The parties agree that the nature of the services to be provided by the Contractor may warrant adjustments or modifications to the scope of services to be provided by the Contractor over the term of the contract, and that in the event such adjustments have a material effect on the cost of services, the parties will negotiate such adjustments in good faith. Any such adjustments shall be fully documented and attached to the contract in the form of amendments. Such changes will not require revision of the entire contract.

The changes that do not have a material effect on the maximum of the contract will be agreed to in writing and signed by the State HSD or designee and the Centurion Regional Manager or designee. The change orders will be considered part of the contract and binding on both parties.

Additionally, it is hereby agreed and understood that this contract has no minimum amount. The Contractors' services will be required on an "as needed" basis.

15. Contractor shall submit all invoices to:

AHS/Dept. of Corrections
Health Services Director
280 State Drive, NOB 2 South
Waterbury, VT 05671-2000

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Premises - Operations

Products and Completed Operations

Personal Injury Liability

Contractual Liability

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

\$1,000,000 Each Occurrence

\$2,000,000 General Aggregate

\$1,000,000 Products/Completed Operations Aggregate

\$1,000,000 Personal & Advertising Injury

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

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

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

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

10. False Claims Act: The Party acknowledges that it is subject to the Vermont False Claims Act as set forth in 32 V.S.A. § 630 *et seq.* If the Party violates the Vermont False Claims Act it shall be liable to the State for civil penalties, treble damages and the costs of the investigation and prosecution of such violation, including attorney's fees, except

as the same may be reduced by a court of competent jurisdiction. The Party's liability to the State under the False Claims Act shall not be limited notwithstanding any agreement of the State to otherwise limit Party's liability.

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

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

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

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

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

16. Taxes Due to the State:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

25. Force Majeure: Neither the State nor the Party shall be liable to the other for any failure or delay of performance of any obligations under this Agreement to the extent such failure or delay shall have been wholly or principally caused by acts or events beyond its reasonable control rendering performance illegal or impossible (excluding strikes

or lock-outs) (“Force Majeure”). Where Force Majeure is asserted, the nonperforming party must prove that it made all reasonable efforts to remove, eliminate or minimize such cause of delay or damages, diligently pursued performance of its obligations under this Agreement, substantially fulfilled all non-excused obligations, and timely notified the other party of the likelihood or actual occurrence of an event described in this paragraph.

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

27. Termination:

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

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

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

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

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

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

For fiscal years ending before December 25, 2015, a Single Audit is required if the subrecipient expends \$500,000 or more in Federal assistance during its fiscal year and must be conducted in accordance with OMB Circular A-133. For fiscal years ending on or after December 25, 2015, a Single Audit is required if the subrecipient expends \$750,000 or more in Federal assistance during its fiscal year and must be conducted in

accordance with 2 CFR Chapter I, Chapter II, Part 200, Subpart F. The Subrecipient Annual Report is required to be submitted within 45 days, whether or not a Single Audit is required.

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

32. Requirements Pertaining Only to State-Funded Grants:

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

(End of Standard Provisions)

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

1. The insurance sections contained in Attachment C, Section 8 are hereby modified as follows:

A. By deleting that portion of Section 8 titled Insurance which states:

General Liability and Property Damage: With respect to all operations performed under the 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

And replacing it with:

General Liability and Property Damage: With respect to all operations performed under the 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

B. By deleting that portion of Section 8 titled Insurance which states:

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

\$1,000,000 per Occurrence
\$2,000,000 General Aggregate
\$1,000,000 Products/Completed Operation Aggregate
\$ 1,000,000 Personal & Advertising Injury

And replacing it with:

The policy shall be on a claims made basis and limits shall not be less than:

\$2,000,000 per Occurrence
\$6,000,000 General Aggregate

C. To add to that portion of Section 8 titled Insurance:

Professional Liability:

Before commencing work on this Agreement and throughout the term of this Agreement, the Party shall procure and maintain claims made professional liability insurance for any and all services

performed under this Agreement, with minimum coverage of \$2,000,000 per occurrence, and \$6,000,000 annual aggregate.

Reasons for Modifications:

The insurance sections contained in Attachment C, Section 8 have been added to allow a different level of liability insurance because of the amount of excess coverage that applies and to change from occurrence coverage to claims made coverage allowing for a claims made basis.

Requirements of other Sections in Attachment C are hereby modified to include:

1. By adding as additional paragraphs to Section 7 titled Defense and Indemnity the following:

“If the Office of the Attorney General or other representative of the State tenders, in writing, a claim and/or lawsuit to Contractor for defense and indemnification in accordance with the aforementioned paragraph, the Contractor shall respond, in writing, to the Attorney General or State within ten (10) business days of such tender. In the event a response to the claim or suit is required prior to the expiration of the ten (10) business days period of time, including but not limited to court action, the Contractor will be so notified. The Contractor’s response to the Attorney General’s or State’s tendering of any such claim or lawsuit shall include an acknowledgment of receipt of the claim and/or lawsuit, a response on whether Contractor will accept or decline the tendering of any such claim and/or lawsuit and, if accepted, the identity of counsel retained to defend any such claim and/or lawsuit. In the event the Contractor does not comply with any aspect of this provision, and such non-compliance also constitutes a material violation of this provision, as so determined either judicially or by mutual agreement of the parties, the Contractor shall be responsible for any and all costs and/or fees that were reasonably-incurred by the Attorney General’s Office and/or the State as a direct consequence of such non-compliance.

The Contractor agrees to cooperate with the Office of the Attorney General and the State in the investigation and handling of any claim and/or lawsuits filed by inmate(s), and/or other person(s) and/or entity or entities in connection with the Contractor’s performance of services under this contract. The Office of the Attorney General and the State will monitor the defense of all claims and/or lawsuits and the Contractor and defense counsel shall cooperate fully with such monitoring. The Office of the Attorney General and the State retain the right to participate, at their own expense, in the defense and/or trial of any claim and/or lawsuit where the Contractor is providing the defense and indemnification of such claim and/or lawsuit. The Office of the Attorney General and the State shall have the right to approve all proposed settlements of such claims and/or lawsuits, which are being made against the State and/or State employees. In the event the Office of the Attorney General or the State withholds such approval to settle any such claim and/or lawsuit then, the Contractor shall proceed with the defense of the claim and/or lawsuit but, under those circumstances, the Contractor’s liability and indemnification obligations shall be limited to the amount of the proposed settlement.”

Reason for this change is: “to add Contractor’s responsibilities as to tendering of claims and cooperation with State and to add State’s right to monitor claims.”

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

By adding to Section 9 **Information Technology Systems**, second paragraph titled *Intellectual Property/Work Product Ownership*, the following:

“Except for proprietary or commercial software not purchased by the State or developed for the State” to the beginning of the first paragraph.

3. Reasons for Modifications:

Reason for this change is: “Proprietary software not developed for the State or purchased by the State remains the Contractor’s property.”

Approval:

Assistant Attorney General: 

Date: 1/5/15

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 Corrections (“Covered Entity”) and Centurion of Vermont (“Business Associate”) as of 01/31/2018 (“Effective Date”). 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.

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

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

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

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

providers to the Agency of Human Services and any of its departments as well as to the Center for Medicare and Medicaid Services.

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

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

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

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

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

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

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

5. **Non-Discrimination:**

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

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

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

6. **Employees and Independent Contractors:**

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

7. **Data Protection and Privacy:**

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

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

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

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

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

8. Abuse and Neglect of Children and Vulnerable Adults:

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

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

9. Information Technology Systems:

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

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

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

developed for the State, all the work shall be considered "work for hire," i.e., the State, not the Party (or subcontractor or sub-grantee), shall have full and complete ownership of all software computer programs, documentation and/or source codes developed.

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

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

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

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

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

Party, in the event of a data breach, shall comply with the terms of Section 6 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

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Amendment #1**

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 01.04.2017

Attachment K - Staffing Matrix

| Regional Office | 515.85 | |
|---|---------------|--------------|
| Position | Hrs/Wk | FTE |
| Regional Manager (Administrator) | 40.00 | 1.00 |
| Director of Nursing | 40.00 | 1.00 |
| Medical Director of VT | 40.00 | 1.00 |
| Director of Psychiatry & Consultant to BH | 40.00 | 1.00 |
| Assistant to Mental Health | 16.00 | 0.40 |
| Mental Health, Clinical Supervisor | 8.00 | 0.20 |
| Director of Clinical Services (QI) | 40.00 | 1.00 |
| IT Manager | 40.00 | 1.00 |
| Director of Care Coordination | 40.00 | 1.00 |
| Admin.Asst/Office Mgr | 40.00 | 1.00 |
| Clerical Support | 24.00 | 0.60 |
| UM Nurse (RN) | 40.00 | 1.00 |
| Care Coordinator RN/LPN | 40.00 | 1.00 |
| Nurse Educator | 40.00 | 1.00 |
| Administrative Assistant, Clinical | 24.00 | 0.60 |
| Pharmacist, PRN | 3.85 | 0.10 |
| Total RO Matrix Hours | 515.85 | 12.90 |

| Chittenden Regional Correctional | 860.00 | |
|---|---------------|-------------|
| Position | Hrs/Wk | FTE |
| Physician | 20.00 | 0.50 |
| Health Services Administrator | 40.00 | 1.00 |
| Nursing Supervisor, 7.10.17 | 40.00 | 1.00 |
| PA/NP | 24.00 | 0.60 |
| Administrative Assistant | 40.00 | 1.00 |
| Medical Records Technician | 20.00 | 0.50 |
| Dentist | 18.00 | 0.45 |
| Dental Assistant | 18.00 | 0.45 |
| Licensed MHP (Masters) | 88.00 | 2.20 |
| APRN | 24.00 | 0.60 |
| Total Non-Nursing Hours | 332.00 | 8.30 |

| | | |
|--------------------------------|---------------|-------------|
| RN | 56.00 | 1.40 |
| LPN | 112.00 | 2.80 |
| LNA | 40.00 | 1.00 |
| Total Day Nursing Hours | 208.00 | 5.20 |

| | | |
|------------------------------------|---------------|-------------|
| RN | 56.00 | 1.40 |
| LPN | 112.00 | 2.80 |
| Total Evening Nursing Hours | 168.00 | 4.20 |

| | | |
|----------------------------------|---------------|-------------|
| LPN | 112.00 | 2.80 |
| LNA | 40.00 | 1.00 |
| Total Night Nursing Hours | 152.00 | 3.80 |

| | | |
|-------------------------|---------------|--------------|
| Total CRCF Hours | 860.00 | 21.50 |
|-------------------------|---------------|--------------|

| Marble Valley Regional Correctional | | 534.00 | |
|--|---------------|---------------|--|
| Position | Hrs/Wk | FTE | |
| Physician | 8.00 | 0.20 | |
| Health Services Administrator | 40.00 | 1.00 | |
| PA/NP | 8.00 | 0.20 | |
| Administrative Assistant | 40.00 | 1.00 | |
| Licensed MHP (Masters) | 70.00 | 1.75 | |
| APRN | 8.00 | 0.20 | |
| Total Non-Nursing Hours | 174.00 | 4.35 | |

| | | | |
|--------------------------------|---------------|-------------|--|
| RN | 40.00 | 1.00 | |
| LPN | 56.00 | 1.40 | |
| LNA | 20.00 | 0.50 | |
| Total Day Nursing Hours | 116.00 | 2.90 | |

| | | | |
|------------------------------------|---------------|-------------|--|
| LPN | 112.00 | 2.80 | |
| LNA | 20.00 | 0.50 | |
| Total Evening Nursing Hours | 132.00 | 3.30 | |

| | | | |
|----------------------------------|---------------|-------------|--|
| LPN | 56.00 | 1.40 | |
| LNA | 56.00 | 1.40 | |
| Total Night Nursing Hours | 112.00 | 2.80 | |

| | | | |
|--------------------------|---------------|--------------|--|
| Total MVRCF Hours | 534.00 | 13.35 | |
|--------------------------|---------------|--------------|--|

| Northeast Correctional Complex | | 596.00 | |
|---------------------------------------|---------------|---------------|--|
| Position | Hrs/Wk | FTE | |
| PA/NP | 20.00 | 0.50 | |
| Health Services Administrator | 40.00 | 1.00 | |
| Administrative Assistant | 40.00 | 1.00 | |
| Licensed MHP | 48.00 | 1.20 | |
| APRN | 14.00 | 0.35 | |
| Total Non-Nursing Hours | 162.00 | 4.05 | |

| | | | |
|--------------------------------|---------------|-------------|--|
| Charge Nurse | 40.00 | 1.00 | |
| LPN | 170.00 | 4.25 | |
| Total Day Nursing Hours | 210.00 | 5.25 | |

| | | | |
|------------------------------------|---------------|-------------|--|
| LPN | 112.00 | 2.80 | |
| Total Evening Nursing Hours | 112.00 | 2.80 | |

| | | | |
|----------------------------------|---------------|-------------|--|
| LPN | 56.00 | 1.40 | |
| LNA | 56.00 | 1.40 | |
| Total Night Nursing Hours | 112.00 | 2.80 | |

| | | | |
|---|---------------|--------------|--|
| Total Northeast Correctional Complex | 596.00 | 14.90 | |
|---|---------------|--------------|--|

| Northern State Correctional Facility | | 812.00 | |
|--------------------------------------|---------------|-------------|--|
| Position | Hrs/Wk | FTE | |
| Physician | 10.00 | 0.25 | |
| Health Services Administrator | 40.00 | 1.00 | |
| PA/NP | 40.00 | 1.00 | |
| Nursing Supervisor | 40.00 | 1.00 | |
| Administrative Assistant | 40.00 | 1.00 | |
| Medical Records Technician | 24.00 | 0.60 | |
| Dentist | 30.00 | 0.75 | |
| Dental Assistant | 30.00 | 0.75 | |
| Dental Director | 2.00 | 0.05 | |
| MH Coordinator | 40.00 | 1.00 | |
| Licensed MHP (Masters) | 40.00 | 1.00 | |
| APRN | 34.00 | 0.85 | |
| Total Non-Nursing Hours | 370.00 | 9.25 | |

| | | | |
|--------------------------------|---------------|-------------|--|
| RN | 42.00 | 1.05 | |
| LPN | 112.00 | 2.80 | |
| LNA | 40.00 | 1.00 | |
| Total Day Nursing Hours | 194.00 | 4.85 | |

| | | | |
|------------------------------------|---------------|-------------|--|
| RN | 28.00 | 0.70 | |
| LPN | 108.00 | 2.70 | |
| Total Evening Nursing Hours | 136.00 | 3.40 | |

| | | | |
|----------------------------------|---------------|-------------|--|
| LPN | 56.00 | 1.40 | |
| LNA | 56.00 | 1.40 | |
| Total Night Nursing Hours | 112.00 | 2.80 | |

| | | | |
|-------------------------|---------------|--------------|--|
| Total NSCF Hours | 812.00 | 20.30 | |
|-------------------------|---------------|--------------|--|

| Northwest State Correctional Facility | | 762.00 | |
|---------------------------------------|---------------|-------------|--|
| Position | Hrs/Wk | FTE | |
| Physician | 10.00 | 0.25 | |
| Health Services Administrator | 40.00 | 1.00 | |
| PA/NP | 30.00 | 0.75 | |
| Nursing Supervisor | 40.00 | 1.00 | |
| Administrative Assistant | 40.00 | 1.00 | |
| Medical Records Technician | 20.00 | 0.50 | |
| Dentist | 16.00 | 0.40 | |
| Dental Assistant | 16.00 | 0.40 | |
| MH Coordinator | 24.00 | 0.60 | |
| Licensed MHP (Masters) | 88.00 | 2.20 | |
| APRN | 22.00 | 0.55 | |
| Total Non-Nursing Hours | 346.00 | 8.65 | |

| | | |
|--------------------------------|---------------|-------------|
| RN | 16.00 | 0.40 |
| LPN | 96.00 | 2.40 |
| LNA | 40.00 | 1.00 |
| Total Day Nursing Hours | 152.00 | 3.80 |

| | | |
|------------------------------------|---------------|-------------|
| LPN | 152.00 | 3.80 |
| Total Evening Nursing Hours | 152.00 | 3.80 |

| | | |
|----------------------------------|---------------|-------------|
| LPN | 56.00 | 1.40 |
| LNA | 56.00 | 1.40 |
| Total Night Nursing Hours | 112.00 | 2.80 |

| | | |
|--------------------------|---------------|--------------|
| Total NWSCF Hours | 762.00 | 19.05 |
|--------------------------|---------------|--------------|

| Southern State Correctional Facility | | 1512.00 |
|---|---------------|----------------|
| Position | Hrs/Wk | FTE |
| Physician | 32.00 | 0.80 |
| Health Services Administrator | 40.00 | 1.00 |
| PA/NP | 30.00 | 0.75 |
| Director of Nursing | 40.00 | 1.00 |
| Dialysis Nurse | 40.00 | 1.00 |
| Administrative Assistant | 40.00 | 1.00 |
| Recreational Therapist Supervisor | 40.00 | 1.00 |
| Medical Records Technician | 40.00 | 1.00 |
| Dentist | 30.00 | 0.75 |
| Dental Assistant | 30.00 | 0.75 |
| Licensed MHP (Masters) | 174.00 | 4.35 |
| MH Coordinator | 40.00 | 1.00 |
| APRN | 36.00 | 0.90 |
| MH Medical Records Technician | 40.00 | 1.00 |
| Total Non-Nursing Hours | 652.00 | 16.30 |

| | | |
|--------------------------------|---------------|-------------|
| RN | 76.00 | 1.90 |
| LPN | 162.00 | 4.05 |
| LNA | 72.00 | 1.80 |
| Total Day Nursing Hours | 310.00 | 7.75 |

| | | |
|------------------------------------|---------------|-------------|
| RN | 96.00 | 2.40 |
| LPN | 148.00 | 3.70 |
| LNA | 56.00 | 1.40 |
| Total Evening Nursing Hours | 300.00 | 7.50 |

| | | |
|----------------------------------|---------------|-------------|
| RN | 56.00 | 1.40 |
| LPN | 138.00 | 3.45 |
| LNA | 56.00 | 1.40 |
| Total Night Nursing Hours | 250.00 | 6.25 |

| | | |
|-------------------------|----------------|--------------|
| Total SSCF Hours | 1512.00 | 37.80 |
|-------------------------|----------------|--------------|

| | | |
|-------------------------------------|----------------|--------------|
| Grand Total "Working" Matrix | 5591.85 | 139.8 |
|-------------------------------------|----------------|--------------|

APPENDIX 5.22(a-d) – SUMMARY OF PERFORMANCE-LINKED INDICATORS

10.26.17

APPENDIX 5.22(a) - SUMMARY OF PERFORMANCE-LINKED METRICS

| # | Metric | Numerator | Denominator |
|----|--|--|--|
| 1 | Pharmacy List/Med List Verified and Received from Community Pharmacy/Doctor | Number of inmates whose med list was received within 4 hours of admission Monday- Saturday 9am-8pm, or 24 hours outside of that timeframe. | Number of inmates who had verifiable medication lists from community pharmacy/ doctors. |
| 2 | Care Coordination -- Reentry Planning | Upon discharge, number of patients from the denominator whose records were shared electronically with a PCMH upon discharge. | Number of patients with a serious medical or MH diagnosis whose discharge was verified by DOC Discharge Data and report on electronic file-sharing activities by date and patient. |
| 3 | MH/SA Reentry Planning (Revised N & D 1.18.17) | Number of individuals from the denominator who were referred to PCMH (FQHC or DA) community-based MH/SA treatment upon re- | Total number of individuals with an SFI Designation who re-entered the community. |
| 4 | Insurance Enrollment At Discharge (but process begins at booking) | Number of individuals enrolled into Medicaid or an exchange-purchased policy upon discharge from correctional facilities. | Number of individuals discharged from correctional facilities, excluding those already enrolled or otherwise insured, and excluding those who refused enrollment. |
| 5 | Follow-Up After Hospitalization for Mental Illness – 24- 48 hours | Number of individuals in denominator who received a follow-up session with a MH provider within 24-48 hours. | Number of patients who returned to the DOC facility following an in-patient hospital stay or emergency room encounter for a primary mental health diagnosis. |
| 6 | Initial Health Assessment completed within 7 days after admission | Total number of Initial Health Assessments completed within 7 days of admission. Or Reviews if released and readmitted within 90 | Total number of admissions to DOC facilities in the past 30 days. |
| 7 | Medical Assistance With Smoking and Tobacco Use Cessation – Advising Smokers and Tobacco Users to Quit | Patients in the denominator group who have been 1) advised to stop smoking, or 2) offered assistance with tobacco cessation. | Patients who have been in custody for more than 7 days and have self-reported use of tobacco at the initial nurse health intake assessment. |
| 8 | MH screening completed within 4 hours of admission | Number of patients from the denominator who received an initial mental health screening within 4 hours of prison admission. | Total number of patients admitted. |
| 9 | Adult BMI Assessment | Number of charts in denominator group with the BMI recorded. | Number of H&Ps performed during the month. |
| 10 | Non-Urgent Sick Calls for MH, Medical, and Dental Seen Within 48 hours (M-F) | Total Non-Urgent Sick Calls (that describe a clinical symptom) that are Seen Within 48 hours (M-F) | Total number of Non-Urgent Sick Calls (that describe a clinical symptom) Seen. |
| | Non-Urgent Sick Calls for MH, Medical, and Dental Seen Within 72 hours (S- S) | Total Non-Urgent Sick Calls (that describe a clinical symptom) that are Seen Within 72 hours (S-S). | Total number of Non-Urgent Sick Calls (that describe a clinical symptom) Seen. |
| 11 | Chest Pain (D changed 11.2.17) | Number of patients from the denominator for whom an EKG was obtained and reviewed | Patients that presented with chest pain who received a cardiac assessment |
| 12 | Controlling High Blood Pressure | The number of patients in the denominator whose most recent blood pressure (BP) is adequately controlled (BP less than 140/90 mm Hg) and monitored in Chronic Disease Clinic every 90 days or less | Number of Patients in custody who have elevated blood pressure for which medication is prescribed. |
| 13 | Routine Preventative Dental – Annual Cleaning/Exam (Revised D 1/18/17 & 8/8/17, Revised N 8/8/17) | Patients in custody over a year who have had a dental encounter. | Patients in custody over a year |

APPENDIX 5.22(a-d) – SUMMARY OF PERFORMANCE-LINKED INDICATORS

10.26.17

APPENDIX 5.22(a) - SUMMARY OF PERFORMANCE-LINKED METRICS

| # | Metric | Numerator | Denominator |
|----|---|---|--|
| 14 | Comprehensive Diabetes Care – Eye Exam | Number from the denominator who received a documented retinal or dilated eye exam by an eye care professional (optometrist or ophthalmologist) in the past 12 months. | Patients with Diabetes on insulin or oral medication who have been in custody more than 6 months. |
| 15 | Comprehensive Diabetes Care Communication (Revised Metric & D 3.27.17) | HbA1c has been obtained and results have been discussed with the patients in the denominator group at least once. | Pts who have had lab results received for HgbA1C during reporting period. |
| 16 | Comprehensive Diabetes Care – HbA1c Good Control (Revised 3.27.17 Metric & N) | Patients that have stable (with good control) or improving HgbA1C. | Patients with Diabetes on insulin or oral medication who have been in custody more than 6 months. |
| 17 | Mobility Code Entry (Revised N & D 1.18.17) | Number from Denominator who have a current M-Code entered into their electronic health record | Number of Unique Patients. |
| 18 | Continuity of Care – Patient seen for follow-up after off- site visit | Number of patients from the denominator who were seen for a follow-up appointment after an off- site visit. | Number of patients who received an off-site service. |
| 19 | Diabetes- annual monofilament exam (revised Metric N & D 1.18.17) | Number of patients from the denominator who received a monofilament exam within the 12 month reporting period | Number of patients age 18 and older with a diagnosis of diabetes in custody >= 12 months |
| 20 | Workcamp Clearances Completed Timely (revised Metric, D & N 1.18.17) | Number of Workcamp Clearances from the Denominator that were completed within seven days | Number of Workcamp Clearances requested during the reporting period. |
| 21 | Chlamydia Screening in Women – Total Rate | Number of patients in the denominator screened for Chlamydia. | Number of females admitted to the correctional facility who received an initial health assessment. |
| 22 | OOS Clearances Completed Timely (revised Metric, N & D 1.18.17) | Number of OOS Clearances from the Denominator that were completed within 10 | Number of OOS Clearances that were requested during the reporting period. |
| 23 | HC Receiving Screening RN Sign-Off (revised all sections 4.10.17) | Number of HC Receiving Screenings created within 4 hour of admission and signed by RN within 4 hours of creation | Number of HC Receiving Screenings created within 4 hours of admission and signed by non-RN |
| 24 | SFI Receiving MH Visits (Updated Metric, N & D 5.22.16) | Number of patients from the denominator who had a visit during the time period (month) from a MHP (Mental Health Professional) or a Psychiatric Provider (Psychiatrist or Advance Practice Nurse) (as of 4/6/16). | Number of SFI Patients |
| 25 | Psychiatric Medication Management (revised Metric, N 1.18.17) | Number of patients from the denominator who were seen for at least one follow up visit within 6 weeks. | Number of patients in custody for 84 days or more who are diagnosed with new episode MDD and treated with an antidepressant medication during the measurement period |
| 26 | Segregation Placements (revised all sections 4.10.17) | Number of Segregation Placements in the reporting period for which a risk assessment was completed within 12 hours. | Number of Segregation Placements in the reporting period |
| 27 | Timeliness of Psychiatry Services (Revised all sections 4/10/17) | Number of patients from the denominator who received an encounter with a psychiatric provider within the appropriate timeframe. | Number of patients who were ordered to be seen by a psychiatric provider during the month. |
| 28 | Antidepressant Medication Management – Acute Phase (Revised N 1.18.17) | Number of patients from the denominator who were seen for at least one follow up visit within 6 weeks. | Number of patients ages 18 and older who are diagnosed with new episode MDD and treated with an antidepressant medication during the measurement period. |

APPENDIX 5.22(a-d) – SUMMARY OF PERFORMANCE-LINKED INDICATORS

10.26.17

APPENDIX 5.22(a) - SUMMARY OF PERFORMANCE-LINKED METRICS

| # | Metric | Numerator | Denominator |
|----|---|---|---|
| 29 | Antidepressant Medication Management – Continuation Phase | Number of patients from the denominator group who had at least (one?) follow-up (or visit) contacts with a MH practitioner (Psychiatrist, APRN) during the 90 day continuation phase during the measurement period and is reassessed every 90 days or less. | Number of patients in custody for at least 90 days who are diagnosed with new episode MDD and treated with an antidepressant medication during the measurement period. |
| 30 | Pharmacotherapy Management of COPD Exacerbation – Systemic Corticosteroid | Number of patients from the denominator who were prescribed equal to or greater than 40 mg prednisone equivalents by IV or PO for 5 days | Total number of patients with acute severe COPD exacerbation. |
| 31 | Asthma Management | Number of patients from the denominator who were prescribed equal to or greater than 40 mg prednisone equivalents by IV or PO for 5 days | Total number of patients with acute severe asthma exacerbation. |
| 32 | Use of Spirometry Testing in the Assessment and Diagnosis of COPD. | Number of patients from the denominator who had spirometry or peak flow results documented | Total number of patients age 18 and older with a diagnosis of COPD, asthma, or self-reported history of smoking. |
| 33 | Telemedicine – Psychiatry | Number from the denominator assessed by telemedicine rather than off-site. | Referrals for psychiatry assessments |
| 34 | Timeliness of Chronic Care Visits (Revised all sections 4/10/17) | Number of patients from the denominator that received a Chronic Care visit within the appropriate timeframe. | Number of patients that were ordered to receive a Chronic Care visit during the month. |
| 35 | Prenatal and Postpartum Care (Timeliness of Prenatal Care) | Deliveries that received a prenatal care visit in the first trimester or within 4 days of booking. | Number of deliveries. |
| 36 | Prenatal and Postpartum Care (Postpartum Care) | Number of deliveries that had a postpartum visit between 21 and 56 days after delivery. | Number of deliveries. |
| 37 | Breast Cancer Screening (revised 1.18.17) | Clinical breast exam screening or mammography performed in the denominator group within 30 days of incarceration. | Number of women receiving initial health assessments |
| 38 | Adverse Health Events | Number of adverse events, including death, in which a physician reviewed the patients' charts within 30 days of the event. The charts have documentation to support that the physician followed-up with treatment health/MH staff, as appropriate. | Number of adverse events. |
| 39 | Hospital Re- Admissions within 30 days | Number of individuals with unique discharge diagnoses in the denominator. | Total number of hospital discharges during the month. |
| 40 | Utilization – MH | Number of individuals from the denominator who received 1 hour/week or more of individual or group therapy. | Number of individuals diagnosed with a serious mental illness whose plan of care specified that the individual should receive 1 hour/week of individual or group therapy. |
| 41 | Utilization – SA services (Revised Numerator & Denominator, 10/9/17) | Number of patients from the denominator who completed a CAGE-AID as part of the intake process | Number of patients admitted during the past month. |
| 42 | Dental Screenings Completed within 30 days | Number of dental screenings completed on patients who were newly admitted. Within the 30 days following admission | Number of admissions in the past month. |
| 43 | Routine Mcds Given Within 24 Hours* (Revised Numerator 4/10/17) | Number of routine medication administrations given within 24 hours. | Number of routine medication administrations. |

APPENDIX 5.22(a-d) – SUMMARY OF PERFORMANCE-LINKED INDICATORS

10.26.17

APPENDIX 5.22(a) - SUMMARY OF PERFORMANCE-LINKED METRICS

| # | Metric | Numerator | Denominator |
|----|--|--|---|
| 44 | Urgent/Stat Meds Given Within 2 Hours* (Revised Numerator 4/10/17) | Number of urgent/stat medication administrations given within 2 hour of request. | Number of urgent/stat medication administrations. |
| 45 | Controlled Substance Diversion | Number of individuals from the denominator who received a random drug screening. | Number of individuals taking controlled substance for chronic pain. |
| 46 | Urgent Sick Calls Seen on Same Day | Urgent Sick Calls entered into the EMR, and seen on the same day. | Total number of Urgent Sick Calls |
| 47 | Use of Chronic Pain Treatment Agreement | Number of patients from the denominator who signed a Chronic Pain Treatment Agreement. | Number of patients taking an opioid for greater than 30 days. |
| 48 | Adherence to Act 75 | Number of queries to the VPMS. | Number of patients in one or more of the circumstances described in Act 75, Section 11, §4289(d)(1-4), which states, "Health care providers shall query the VPMS with respect to an individual patient in the following |
| 49 | Transfer Screening – Qualified Health Care Professionals Review | Number of patients transferred to the facility whose health records were reviewed by the receiving facility within 12 hours of transfer. | Number of patients transferred to the facility within a 30 day period. |
| 50 | Discharge Planning – Referrals | Number of patients with a communicable disease who were released from custody and who had a referral to a PCMH, CHT, or other community provider for follow-up care. | Number of patients with a communicable disease or serious medical or mental health condition who were released from custody. |
| 51 | Diabetes - Discharge Planning, Prescriptions (Revised 1.18.17) | Number of inmates with prescriptions who re-entered the community and who received necessary prescription(s) or medications upon discharge | Number of inmates with prescriptions who re-entered the community during the reporting month. |
| 52 | Non-emergency, Formal Grievances Resolved | Number of non- emergency grievances resolved within 20 business days. | Number of non-emergency grievances. |
| 53 | Emergency Grievances Resolved | Number of emergency grievances resolved within ten (10) calendar days. | Number of emergency grievances submitted. |

* Metric #43 will have a minimum/maximum range of 90%/100% for Year 1 and 95%/100% for Years 2 and 3. Metric #44 will have a minimum/maximum range of 95%/100% for Years 1-3.

APPENDIX 5.22(b) – SUMMARY OF ADDITIONAL INCENTIVE PAYMENTS

| # | Additional Incentive Payment | Description of Incident | Incentive Amount |
|---|------------------------------|--|----------------------------------|
| 1 | Pregnant Women | Number of pregnant women who were evaluated within 24 hours of booking by a qualified healthcare provider. | \$250 incentive payment/incident |
| 2 | Restraint Policy | Number of inmates in restraints chair beyond 8 hours who were seen by a psychiatrist or APRN within 8-9 hours of initiation of the restraint. The contact must be documented, with a timestamp, in the inmates' health record. | \$250 incentive payment/incident |

APPENDIX 5.22(c) – SUMMARY OF HOLDBACKS

| # | Description of Holdback | Holdback Not Retained When... | Holdback May Be Retained or Released When... |
|---|-------------------------|-------------------------------|--|
|---|-------------------------|-------------------------------|--|

**APPENDIX 5.22(a-d) – SUMMARY OF PERFORMANCE-
LINKED INDICATORS**

10.26.17

APPENDIX 5.22(a) - SUMMARY OF PERFORMANCE-LINKED METRICS

| # | Metric | Numerator | Denominator |
|----------|---|---|--|
| 1 | The contractor shall complete all of the reporting requirements within 15 days of the close of the reporting month, as specified in Section 2.5 “Administrative Meetings, Reports, and Claims Processing” | The contractor has satisfactorily completed all reports specified in Section 2.5. | The contractor has not completed all reported specified in Section 2.5. The DOC may retain 5% of the contractor’s total monthly invoice. The holdback shall be released once the contractor has adequately completed the reporting requirements specified in Section 2.5 |

APPENDIX 5.22(d) - SUMMARY OF LIQUIDATED DAMAGES

| # | Liquidated Damage | Description of the Incident | Liquidated Damages Assessed |
|----------|--------------------------|--|--|
| 1 | Inmate Grievances | Number of grievances from the denominator reaching the level of the DOC Central Office Health Services Division or DOC Commissioner that are determined to be “FOUNDED.” | Varies based on the “actual damages” incurred. |

APPENDIX 5.04 VT DOC FACILITY PROFILES

| SITE (TOWN) | INMATE CAPACITY | DESCRIPTION OF HEALTHCARE FACILITY | SICK CALL | MEDICATION ADMINISTRATION |
|--------------------------------|------------------------|---|------------------|--|
| SSCF (Springfield) | 377 | -- Multi-room health center w offices -- 1 X- Ray Room -- 2 Chair Dental Rooms -- 1 Optometry Room -- 2 Exam Rooms -- Infirmery w/ 4-bed sick bay; 4 individual cells and 2 negative pressure cells; 28 bed medical housing unit | 7 days/wk | 4 calls daily in health center suite/living units |
| SESCF (Windsor) | 100 | -- Multi-purpose unit w/ exam room and offices | 7 days/wk | 3 calls daily in health center suite |
| NWSCF (Swanton) | 246 | -- Waiting room, large nursing station, exam rooms, dental clinic and storage -- Reverse airflow room for TB isolation -- Dental treatment room | 7 days/wk | 4 calls daily in health center suite |
| NSCF (Newport) | 433 | -- Nursing areas, 1 lab and exam room, dental clinic and storage -- 3 bed infirmary | 7 days/wk | 4 calls daily in health center suite |
| NECC #1 and #2 (St. Johnsbury) | 221 | -- Two buildings, one w/ a busy multi-purpose unit, exam room and office, and the other w/ a multi-purpose unit and no private exam room | 7 days/wk | Up to 4 calls daily in health center suite |
| CRCF (S. Burlington) | 178 | -- 5 bed infirmary -- Permanent dental equipment, exam rooms, and medical offices | 7 days/wk | 4 calls daily in health center suite |
| MVRFC (Rutland) | 118 | -- Busy multi-purpose unit w/ exam room and office space | 7 days/wk | 4 calls daily in health center suite |

Revised 5-1-17