

STATE OF VERMONT STANDARD SHORT FORM FOR ELIGIBLE SERVICES

Contract # 33544

Use of this Short Form is not authorized and the Standard State Contract Form must be used if any of the following apply: (i) the Contract Term is more than 12 months; (ii) the Maximum Amount is more than \$24,999; (iii) the Scope of Work involves life safety, transport of persons, hazardous materials, construction, data usage or sharing, access to confidential information, services of licensed professionals, a Zero Dollar Contract, and/or a Financial Transaction Contract.

1. **Parties.** This is a contract for services between the State of Vermont, Green Mountain Care Board (hereafter called "State"), and Diane Kahn/Grabowdian, LLC, (hereafter called "Contractor"). It is the Contractor's responsibility to contact the Vermont Department of Taxes to determine if, by law, the Contractor is required to have a Vermont Department of Taxes Business Account Number.
2. **Contract Term.** The period of Contractor's performance shall begin on April 3, 2017 and end on September 3, 2017. Either party may cancel this agreement by giving written notice at least thirty (30) days in advance.
3. **Maximum Amount and Payment Provisions.** In consideration of the services to be performed by Contractor, the State agrees to pay Contractor, in accordance with the payment provisions specified herein, a sum not to exceed \$10,000.00. This maximum amount is not a guaranteed amount. Payment shall be contingent upon satisfactory performance by the Contractor. Payment terms shall be Net 30 days from an error-free invoice. Invoices must detail all work performed during the invoice period and the amount(s) payable therefore in accordance with the schedule for deliverables and/or rates for services set forth below. For any schedule for deliverables set forth herein, Contractor shall only submit invoices following State acceptance of the applicable deliverable or deliverable milestone.

The Director or designee will assign the work in writing and document estimated hours for each of the deliverables that are assigned on a monthly basis. The contractor will invoice describing the task and actual time (hours) spent for each task on a monthly basis. Any exceptions to the estimated hours must be approved by the Director or designee in writing.

Charges payable by the State under this contract for services rendered by Contractor will be computed on an hourly time basis at the rates set forth in this Section. The Contractor's all inclusive, hourly rate is \$45 for this contract. The Contractor will submit a monthly invoice for services provided. Invoices must include: unique invoice number; dates of service for specified contract deliverable; hours itemized by specific project staff for each invoicing period (number of hours by hourly rates).

Invoices shall be submitted not more frequently than monthly to: Erin Collier, Green Mountain Care Board, 89 Main Street, Montpelier, VT 05620 and payment rendered to Diane Kahn/Grabowdian, LLC, 20 Ridge Road, Montpelier, VT 05602

Upon full payment by the State, all products of the Contractor's work, including outlines, reports charts, sketches, drawings, art work, plans, photographs, specifications, estimates, computer programs, or similar documents, shall become the sole property of the State of Vermont and may not be copyrighted or resold by Contractor.

4. **Scope of Work.** The subject matter of this contract is technical assistance and consultation centered around the Vermont Health Care Uniform Reporting and Evaluation System. Detailed services to be provided by the contractor are as follows:

Work Area 1. Policies and Procedures for the Protection and Disclosure of Health Data: Goals and Objectives

Contractor shall identify goals and objectives for the protection and disclosure of the State's health data resources as a framework for improving and updating documents, forms, and the workflow process as specified under Work Areas 2 and 3 in this contract. Contractor shall review the following resources for identifying goals and objectives including but not limited to: applicable federal and state laws and regulations addressing health data protection and disclosure; GMCB Data Governance Charter and GMCB Data Governance Principles and Policies; and any other resources recommended by the State.

Contractor shall draft a template for review and approval by the State of goals and objectives for health data protection and disclosure that shall provide a framework and rationale for tasks and deliverable specified under Work Areas 2 and 3 in this contract.

As approved by the State, Contractor shall utilize the goals and objectives to guide the tasks and deliverables specified under Work Areas 2 and 3 in this contract.

Work Area 2. Policies and Procedures for the Protection and Disclosure of Health Data: Documents and Forms

Contractor shall work with assigned staff and other entities as requested by the State to take an inventory and evaluate documents and forms in current use by State addressing policies and procedures for the protection and disclosure of the State's health data resources including but not necessarily limited to the Vermont Health Care Uniform Reporting and Evaluation System (VHCURES) and the Vermont Uniform Hospital Discharge Data Set (VUHDDS). At a minimum, Contractor shall review and evaluate the State's health data protection and disclosure guide, user application, use agreements, user affidavit, and any other documents and forms as directed by the State.

Contractor shall review and evaluate the historic archive of documents and forms addressing policies and procedures for health data protection and disclosure. Contractor shall identify with written rationale those materials not in current use that could potentially be relevant and useful for improving and updating policies and procedures for data protection and distribution.

Contractor shall convene assigned staff and other entities as requested by the State to identify and discuss the adequacy, relevance, and shortcomings of all documents and forms in current use and those identified by the Contractor in the historic archive not in current use that could potentially be useful for improving and updating policies and procedures. Proposed revisions, deletions, and additions shall address goals and objectives as identified by the State under Work Area 1 in this contract.

Contractor shall submit a written proposal identifying documents and forms to be added, deleted or revised and obtain approval from the State on expected deliverables, time frame, review and approval process, and participants in the process.

Contractor shall submit final, approved work products including documents and forms as requested by the State pertaining to health data protection and disclosure in requested electronic format.

Work Area 3. Policies and Procedures for the Protection and Disclosure of Health Data: Workflow Process

Contractor shall review and evaluate with program staff the workflow process for the protection and distribution of the State's health data resources including at a minimum VHCURES and VUHDDS. Contractor shall at a minimum review and evaluate the following areas in the workflow process: 1) responding to inquiries about access to data resources; 2) screening potential data users and proposed uses prior to submission of applications for data use agreements; 3) processing applications for data use agreements including the internal decision-making process for approval or denial of applications; 4) managing data access protocols and logistics in current use and as may be proposed by the State for future users such as a data enclave model; 5) managing and tracking data use agreements including deletion and addition of individual users within each agreement and monitoring data uses for compliance with the terms of agreements for use; 6) responding to reported data breaches and/or unapproved uses and/or use by users who have not signed and filed affidavits with the State; 7) managing requests for new uses under existing agreements; 8) managing data use expirations and requests for extensions or new agreements as requested by current users; and 9) verifying and documenting compliance with data use agreement expiration protocols as stipulated by the State.

Contractor shall collaborate with program staff for VHCURES and VUHDDS and other entities as requested by the State to identify and recommend opportunities and methods for enhanced automation of components of the workflow process to improve efficiency for both the State and data users and data protection.

Contractor shall assess the availability and feasibility of the State's current resources needed to implement recommended opportunities and methods for enhanced automation of components of the workflow process including 1) internal staff capacity and capabilities; 2) potential outsourcing for training and ongoing support of staff and services; and 3) current hardware and software resources. Contractor shall identify gaps and make recommendations for acquisition of training, ongoing support services, and hardware and software to support efforts to automate components of the workflow process to enhance efficiency and data protection.

Contractor shall assist with efforts to implement automation of components of the workflow process as requested by the State.

Work Area 4. VHCURES Data System: Incremental Enhancements to Current Data System and Future Request for Proposal for Next Generation System

Contractor shall assist the State to identify solutions that would improve the current VHCURES data system within the limits of the current program budget, staffing, technical resources, and contracting resources.

Contractor shall assist the State in considering and preparing for a potential release of a request for proposal for VHCURES 2.5 or 3.0 based on the RFP for VHCURES 2.0 currently in suspension. As requested by the State, the Contractor shall assist internal VHCURES program staff to update a vision and plan to underpin the RFP; coordinate communications with DII and other key participants in the RFP process; review proposed revisions to the VHCURES rule that would have an impact on the RFP; and perform other services pertaining to the RFP process as requested by the State.

Work Area 5. Miscellaneous Services

Contractor shall perform services pertaining to the State's health data resources in areas of data program development, data acquisition, data management and protection, and data distribution.

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT.

By the State of Vermont:

Date:

Signature:

Name:

Susan J Barrett
04/13/2017
Susan Barrett

By the Contractor:

Date:

Signature:

Name:

4/6/2017
Diane Kahn
DIANE KAHN

STANDARD STATE PROVISIONS - FOR ELIGIBLE CONTRACTS UNDER \$25,000
JULY 1, 2016

1. Governing Law, Jurisdiction and Venue: This Agreement will be governed by the laws of the State of Vermont. Any action or proceeding brought by the State or the Contractor in connection with this Agreement shall be brought in the Superior Court, Civil Division, Washington Unit.

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

3. 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.

4. Insurance: Before commencing work on this Agreement the Contractor must provide certificates of insurance to show that the following minimum coverages are in effect. No warranty is made that the coverages and limits listed herein are adequate to cover and protect the interests of the Contractor for the Contractor's operations.

Workers Compensation: With respect to all operations performed, the Contractor 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 Contractor shall carry general liability insurance. The policy shall be on an occurrence form and limits shall not be less than: \$1,000,000 Per Occurrence \$1,000,000 General Aggregate \$1,000,000 Products/Completed Operations Aggregate.

Contractor shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this Agreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Automotive Liability: The Contractor shall carry automotive liability insurance Limits of coverage shall not be less than: \$500,000 combined single limit.

5. Fair Employment Practices and Americans with Disabilities Act: Contractor agrees to comply with the requirement of Title 21V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable. Contractor 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 Contractor under this Agreement. Contractor further agrees to include this provision in all subcontracts.

6. Taxes Due to the State:

a. Contractor 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. Contractor certifies under the pains and penalties of perjury that, as of the date the Agreement is signed, the Contractor 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. Contractor understands that final payment under this Agreement may be withheld if the Commissioner of Taxes determines that the Contractor 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. Contractor also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Contractor has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Contractor has no further legal recourse to contest the amounts due.

7. Child Support: (Applicable if the Contractor is a natural person, not a corporation or partnership.) Contractor states that, as of the date the 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. Contractor makes this statement with regard to support owed to any and all children residing in Vermont. In addition, if the Contractor is a resident of Vermont, Contractor makes this statement with regard to support owed to any and all children residing in any other state or territory of the United States.

(End of Standard Provisions)