



**VERMONT
LEGAL
AID**

WORKING TOGETHER FOR JUSTICE

**Addressing the Opioid Crisis through
Medical-Legal Partnerships**

LEGAL ADVOCACY IN RECOVERY SERVICES (LAIRS) PROJECT

AT A GLANCE:

- **INTEGRATED INTO THREE TREATMENT FACILITIES**
- **FUNDED WITH SAMHSA STATE OPIOID RESPONSE (SOR) FUNDS**



NLADA
National Legal Aid &
Defender Association
nlada.org

In November 2019, NLADA's Project to Advance Civil Legal Aid Collaborations (PACC) held the inaugural convening of a new leadership cohort that will utilize a peer learning model to support emerging civil legal aid leaders' efforts to strategically organize the delivery of their services to be collaborative and holistic. Seven equal justice leaders from West Virginia, Oklahoma, Maryland, Vermont, and Illinois gathered from across the country to learn about and share best practices in partnership building, monitoring and evaluation, and replication.

We believe that each cohort member represents an idea and project poised to change the landscape of justice in America. And we are committed to scaling the very best of these projects nationwide.

To that end, we have drafted case studies, like this one, for each of the leaders that describe how they build their partnerships and funded their work. Each case study also includes supporting documents, ranging from training materials for partnering staff to grant details and MOUs.

To contact PACC or to receive individualized technical assistance about specific funding for your practice, email resourcedesk@nlada.org. PACC is staffed by Casey Chiappetta and Radhika Singh.

PACC is generously funded by the Kresge Foundation.



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LAIRS (Legal Advocacy in Recovery Services) is a medical-legal partnership integrated into three treatment facilities in Vermont. It is part of the wraparound services that Vermont has embraced for its patients involved in Medication-Assisted Treatment (MAT) programs. It is funded by the Division of Alcohol & Drug Abuse Programs (ADAP) at the Vermont Department of Health, using SAMHSA State Opioid Response (SOR) funding.

The program is relatively new; Vermont Legal Aid (VLA) received the funding in summer 2019. This project will employ a range of strategies to support patients in recovery. It will staff clinic hours once every other week at two treatment centers and bi-monthly at the third. Through office hours and direct referrals from staff at the treatment centers, VLA's goal is to offer legal services to 200 potential clients and, to the extent resources allow, provide the full range of legal services, from counsel and advice to full representation. In addition, VLA will consult directly with social workers and medical professionals about client cases and legal issues. VLA will also train treatment center staff to identify the most common legal problems affecting patients, focusing specifically on those problems with the largest likely impact on health and recovery, and VLA will conduct quarterly community training sessions addressing the most pressing legal problems identified at the clinics. VLA expects that its legal work will involve housing issues such as eviction and homelessness, criminal record expungement, custody, job and housing discrimination, access to transportation, license suspension, and public benefit denials.

LAIRS PROJECT TIMELINE



NARRATIVE

Vermont Legal Aid's (VLA) work in serving those with Opioid Use Disorder (OUD) began in 2016. The Vermont Bar Foundation supports the Vermont Poverty Law Fellowship, which is privately funded from more than 300 law firms, attorneys, corporations, and organizations. In 2016, VLA used the fellowship to expand VLA services to better address the civil legal needs of individuals with OUDs. At the time, VLA did not have any focused effort to address opioid-related legal problems and the Fellow's goal was to expand their work into this area.

The fellow, Mairead O'Reilly, spent about a year piloting a weekly clinic with Safe Recovery, a local needle exchange and low barrier buprenorphine clinic in Burlington. She met patients on-site and took cases that came in. She found that virtually every client had a criminal record related to their prior drug history, which frustrated their attempts to move on with their lives, including their attempts to get or maintain sobriety. Among other things, O'Reilly began helping clients with record clearing and expungements. Between 2017 and 2018, VLA was able to help almost 50 clients with critical legal issues such as unlawful eviction, denial of public benefits, and barriers imposed by criminal records, demonstrating the effectiveness of this model. In a qualitative assessment of the pilot, every former client interviewed was pleased with their case outcome, reported that the legal services had improved their quality of life, and believed that legal intervention helped facilitate their long-term recovery. Many mentioned that their legal issue had been impacting their health directly, and that impact of the legal services they received extended to their partners and children.

After this Fellowship ended, VLA hired O'Reilly as regular poverty law attorney, and had to reduce her work with Safe Recovery significantly. However, in 2018, VLA received funding for an AmeriCorps VISTA project to work with O'Reilly to help identify sustainable funding to support their work with the treatment center. The AmeriCorps VISTA, Melana Dayanim, developed outreach materials and analyzed the case work and also worked to identify other treatment centers that might be interested in developing a partnership with VLA. The VISTA attended community roundtable meetings with social service providers and maintained VLA's connection with those working in treatment and recovery.

Around the same time, Eric Avildsen, VLA's Executive Director, attended the NLADA annual conference and corresponded with staff at NLADA about possible funding for opioid related work. In this meeting, the group spoke about SAMHSA funding that could fund new legal aid projects. From this conversation, Avildsen returned to Vermont and looked for a way to access this funding. He spent about three months trying to identify who in the state would be the best point of contact for this outreach and advocacy. He says that spending the extra time to identify the right person to pitch to was a critical investment.

There were several false starts and leads, but eventually Avildsen secured a meeting with the head of the Alcohol and Drug Abuse Prevention office in the Vermont Department of Health. O'Reilly, Dayanim, and Avildsen attended this meeting and played "tag team" – speaking about the work with Safe Recovery, why this work was important, and how legal services were an essential partner in addressing the opioid crisis. While the head of the department was receptive to the idea, she initially wanted them to look in other places for funding. However, by the end of the first meeting she had already started to think about how her office might fund VLA to do this work. Within a few weeks she

had identified funds from the State Opioid Response (SOR) grant that were still available from the previous year.

VLA had originally asked DOH for \$125,000, for one FTE attorney. However, at 4:45 p.m. on a Friday evening, the State Director called Avildsen and asked if VLA would consider adding a third clinic site if the grant was increased to \$200,000. In 15 minutes they finalized a deal to expand the work. The following Monday, Avildsen sent over a budget for \$150,000 and it was approved. Avildsen says that they were successful negotiating with the department head because they had an over-arching big picture, a plan for getting there, an analysis of prior relevant legal work, and a good pitch.

Only later, when on a call with the Justice in Government Project at American University, did he identify where the funding actually came from – he had not realized it was SAMHSA SOR funding. This makes VLA the first legal aid organization that has received this funding.

VLA is currently launching these partnerships. In the treatment centers, VLA is expecting to provide legal services around several common legal issues that those with SUD or OUD face – housing-related needs, expungements, custody, job discrimination, license suspensions, and benefit denials. There are two staff attorneys working on this project – O'Reilly is spending 80 percent of her time at the two centers in Burlington and will be holding clinics every week in one center and every other week in the other center. The other attorney will be based in the Montpelier office and hold clinics every other week. VLA has just signed an MOU with its partner there and clinics will begin there in early January.

In December, VLA was asked if it could add a fourth clinic site if funding could be found and negotiations are on-going around where to site the new clinic as well as the new grant terms. The projects will run until at least June 30, 2020, with hope for a renewal for additional years.

The three-year VISTA project continues in its second year with a new VISTA tasked with helping to organize the clinics and provide on-the-ground support for the attorneys. In each of the clinics, VLA offers training for medical staff, clinic workers, and the general public. The VLA attorneys will meet with anyone who wants to speak with them. VLA retains the right to decide which cases to take on for full or limited representation and which to close with just advice or a referral.

EVALUATING SUCCESS AND TRACKING OUTCOMES

Since VLA started the clinics under the grant fairly recently – in August 2019 – they don't have a lot of data right now, but they're working on their first report.

They have a data collection protocol in place and are working to determine which outcomes to measure and report on. They also intend to use some form of user survey. VLA is interested in tracking not just what happens with clients who received full representation but also what happens when a lawyer consults with a client about an issue, but does not represent them, or what happens with "curbside consults" – when the lawyer simply speaks with a social worker about a potential legal issue of a patient. One benefit of the medical-legal partnership model is that patients will return to the clinic on a regular basis for treatment, providing an opportunity for follow up to determine whether the consult was effective in addressing the patient's legal issue.

Opioid Use Disorder Medical-Legal Partnership Project

The medical-legal partnership (MLP) approach is a critical addition to the wraparound services that Vermont has embraced for its patients involved in medication assisted treatment (MAT) programs. Attorneys possess a unique skillset that, if supported, could continue to deliver results in strengthening and facilitating recovery.

- Across the country, states impacted by the opioid epidemic are on the forefront of efforts promoting lasting recovery from opioid use disorder.
- Holistic recovery efforts are the primary evidence-based method for achieving these results for MAT patients.
- Medical-legal partnerships, by focusing on the social determinants of health, are one of the programs that have been proven to be effective in contributing to long-term success in recovery.
- Integrating an attorney into a medical team to help secure housing, employment, public benefits, and other critical supports helps create stability that reinforces and facilitates recovery for MAT patients.

Jason's Story:

When Jason began working with the VLA attorney at Safe Recovery, he was homeless and struggling to stay in treatment at the Chittenden Clinic. Following a referral from his case manager at Safe Recovery, his attorney successfully appealed a subsidized housing denial and ultimately was able to secure a housing voucher and supportive mental health services for Jason and his girlfriend. The voucher ended a 5-year period of homelessness for Jason—a period that led to countless police interactions and traumatic experiences that exacerbated his substance use disorder. He noted that securing stable housing made it so that he “didn’t have to worry about other things and other stresses.” His substance use has drastically decreased, as he now has somewhere else to go when friends start using drugs and alcohol. Overall, his new home has made his recovery “a lot easier,” and he has been stable in his treatment since he secured housing. Jason enthusiastically agreed to let VLA share his story to further this project, one that he believes in.

VLA and Safe Recovery operated a pilot partnership in 2017-2018 in the form of a weekly free legal clinic. Our work there not only allowed us to help 47 clients with critical legal issues such as unlawful eviction, denial of public benefits, and barriers imposed by criminal records, but also demonstrated the effectiveness of this model. In a qualitative assessment of the pilot, every former client interviewed was pleased with their case outcome, reported that the legal services had improved their quality of life, and believed that legal intervention helped facilitate their long-term recovery. Many mentioned that their legal issue had been impacting their health directly, and that impact of the legal services they received extended to their partners and children. It is clear that the MLP model provided powerful recovery support.

Common Legal Issues of Patients in MAT include:

- HOMELESSNESS
 - CRIMINAL RECORD
EXPUNGEMENT
 - CUSTODY ISSUES
 - JOB DISCRIMINATION
 - HOUSING DISCRIMINATION
 - LICENSE SUSPENSION
 - PUBLIC BENEFIT DENIALS
-

In a qualitative study of the pilot partnership, patient-clients felt that:

1. *Outstanding legal issues prevent them from accessing SDOH such as housing and employment.*
2. *Legal interventions improve mental health and reduce stress.*
3. *Without legal counsel, navigating the system alone is disempowering and difficult.*
4. *The positive impacts of legal interventions extend to family members and friends.*

Vermont Legal Aid believes a project could be started with as little as one half-time attorney working with a selection of Hub and Spoke programs in Chittenden County to provide integrated legal support alongside physicians, LADCs, social workers, and peer recovery coaches. This effort could later be scaled up to cover the entire state in collaboration with care providers throughout Vermont's Hub and Spoke system.

What is a Medical-Legal Partnership?



A medical-legal partnership (MLP) embeds an attorney into a medical team as a specialist to provide civil legal services[1]. The MLP model enables medical practitioners to identify health harming legal needs and directly refer a patient to an attorney. A MLP, however, goes beyond a simple referral system. The attorney participates in clinical meetings, holds trainings on civil legal issues, and also receives training on the social determinants of health and other relevant medical information. Partners must also establish processes for communication, referral, information sharing, logistics, and evaluation. When a MLP is working well, patient-clients have access to an effective team of professionals promoting health and well-being from different perspectives.

How can a MLP Help Patients in Recovery from Opioid Use Disorder in Chittenden County?



The nation has taken notice of Vermont's exceptional response to the opioid epidemic[2][3] with its strong coordination, eliminated waitlists for treatment[4], and robust institutional support[5]. Comprehensive services for patients in recovery, however, lack a legal component. Many patients with opioid use disorder have health harming legal needs that go unmet during treatment and can ultimately present barriers to recovery[6]. These barriers are more common than they seem—every low income person has between two and three unmet civil legal needs that create barriers to key supports including safe housing, employment, and access to public benefits[7]. Integrating a lawyer into a patient's medical team can help ensure identification of and action on these unmet civil legal needs including eviction, custody cases, benefit denial, and employment discrimination. When patients have a legal advocate, they experience increased self-efficacy and lower stress[8] in addition to improved access to the social determinants of health including income, public benefits, housing, employment, education, legal status, and personal safety (I-HELP).

Our Impact: According to Clients

We asked our clients to tell their stories and found five key themes that illustrate the success of our opioid use disorder legal clinic.

Outstanding legal issues prevent patients from accessing the social determinants of health.

When I applied at one of the places around here for assistance in housing they denied me because of my past record.

I can't think of anything more stressful than being on the street, sleeping on the side. It sucks. Every day you think about 'where am I going to sleep'.

Legal interventions improve mental health and well-being, notably including diminished feelings of stress

Clients feel disempowered when navigating our inaccessible legal system alone

[My VLA attorney was] someone to lean on, you know, because I couldn't do it myself. I don't have the ability to word [a subsidy appeal] and get it onto paper and stuff.

For the boys it helped tremendously. Now they understand that this is our house, this is our car, we are a team.

The positive impacts of legal interventions are felt not only by the patient, but by others in the patient's life

Clients are satisfied with both the legal services provided and the outcomes of their cases

It's all very comfortable and informal and relaxed and laid back...and effective too, right, I mean [Legal Aid] gets things done.

SOURCES

1. National Center for Medical-Legal Partnerships. (2018). FAQs.
2. The Editorial Board. (August 24 2018). States Show the Way on the Opioid Epidemic. The New York Times.
3. Lopez, German. (October 31 2017). I Looked for a State That's Taken the Opioid Epidemic Seriously. I Found Vermont. Vox Media.
4. Vermont Department of Health. (June 2018). Opioid Use Disorder Treatment Census and Wait List. HealthVermont.gov.
5. Governor Phil Scott. (February 6 2018). Testimony to the House Ways & Means Subcommittee on Health. Governor.Vermont.gov.
6. Chaudhary, Marple & Bajema. (March 2018). Medical-Legal Partnership Series—Issue Brief One: The Opioid Crisis in America & The Role Medical-Legal Partnership Can Play in Recovery. National Center for Medical-Legal Partnership at the George Washington University.
7. Legal Services Corporation. (September 2009). Documenting the Justice Gap in America: The Current Unmet Civil Legal Needs of Low-Income Americans. Legal Service Corporation Reports.
8. Dayna Bowen Matthew, Medical-Legal Partnerships and Mental Health: Qualitative Evidence That Integrating Legal Services and Health Care Improves Family Well-Being, 17 Hous. J. Health L. & Pol'y 343 (2017)

OPIOID USE DISORDER

MEDICAL-LEGAL PARTNERSHIP

The MLP between VLA and opioid recovery treatment providers has worked to remove barriers to key social determinants of health by providing **free legal services** that improve access to **treatment** **family stability**, **employment** **safe home environments**, and many more resources that facilitate recovery.



Outcomes of Closed MLP Cases



47 clients served



3 referring clinics

Starting in January of 2017, Vermont Legal Aid partnered with Chittenden County Hubs and Spokes to provide legal services to patients in recovery from opioid use disorder. One part-time attorney from VLA was able to address the pressing legal needs of almost 50 clients during these community legal clinics with promising results. For many patients in recovery, legal help can provide unique access to the social determinants of health which also serve as key recovery supports. VLA believes that expanding this initiative into an operational medical-legal partnership will help improve outcomes by filling an important gap in current wraparound services for patients with opioid use disorder.

All MLP Cases
According to I-
H.E.L.P Designation



Income & Public Benefits
(1)

Housing (33)

Employment & Education (4)

Legal Status (11)

Personal Safety (2)

Medical-Legal Partnership: The Legal Prescription

Through legal advocacy, Vermont Legal aid
can...

Secure Stable Housing



- Challenge illegal evictions
- Appeal unjust denials for public housing assistance
- Help clients secure public housing vouchers
- Navigate complex housing law

Clear a Path to Employment



- Expunge or seal criminal records to expand options for employment
- Expunge or seal criminal records to enable professional licensure
- Fight against employment discrimination based on history of substance use

Restore Access to Public Benefits



- Appeal unjust denials for public medical insurance programs including Medicare and Medicaid
- Appeal unjust denials or termination of Social Security/ Disability benefits
- Assist in any IRS tax auditing

Keep Patients Moving



- Reinstate licenses
- Appeal bans from Medicaid transportation
- Advocate for treatment adapted to transportation concerns



**Vermont
Legal Aid**

Working for Justice

STATE OF VERMONT GRANT AGREEMENT

Part 1-Grant Award Detail

SECTION I - GENERAL GRANT INFORMATION

¹ Grant #: 03420-08022		² Original <input checked="" type="checkbox"/> Amendment # _____	
³ Grant Title: VT Legal Aid - Medical-Legal Partnerships			
⁴ Amount Previously Awarded: \$ 0.00		⁵ Amount Awarded This Action: \$150,000.00	
⁶ Total Award Amount: \$150,000.00			
⁷ Award Start Date: 7/1/2019		⁸ Award End Date: 6/30/2020	
⁹ Subrecipient Award: YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>			
¹⁰ Vendor #: 42707		¹¹ Grantee Name: Vermont Legal Aid, Inc.	
¹² Grantee Address: 264 North Winooski Avenue			
¹³ City: Burlington		¹⁴ State: VT	
¹⁵ Zip Code: 05401			
¹⁶ State Granting Agency: AHS/VDH/Division of Alcohol and Drug Abuse Programs			¹⁷ Business Unit: 03420
¹⁸ Performance Measures: YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>		¹⁹ Match/In-Kind: \$ N/A Description:	
²⁰ If this action is an amendment, the following is amended: Amount: <input type="checkbox"/> Funding Allocation: <input type="checkbox"/> Performance Period: <input type="checkbox"/> Scope of Work: <input type="checkbox"/> Other: <input type="checkbox"/>			

SECTION II - SUBRECIPIENT AWARD INFORMATION

²¹ Grantee DUNS #: 782247068		²² Indirect Rate: 14.9 % (Approved rate or de minimis 10%)		²³ FFATA: YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	
²⁴ Grantee Fiscal Year End Month (MM format): 09				²⁵ R&D: <input type="checkbox"/>	
²⁶ DUNS Registered Name (if different than VISION Vendor Name in Box 11):					

SECTION III - FUNDING ALLOCATION

STATE FUNDS

Fund Type	²⁷ Awarded Previously	²⁸ Award This Action	²⁹ Cumulative Award	³⁰ Special & Other Fund Descriptions
General Fund	\$0.00	\$0.00	\$0.00	
Special Fund	\$0.00	\$0.00	\$0.00	
Global Commitment (non-subrecipient funds)	\$0.00	\$0.00	\$0.00	
Other State Funds	\$0.00	\$0.00	\$0.00	

FEDERAL FUNDS
(includes subrecipient Global Commitment funds)

Required Federal Award Information

³¹ CFDA#	³² Program Title	³³ Awarded Previously	³⁴ Award This Action	³⁵ Cumulative Award	³⁶ FAIN	³⁷ Federal Award Date	³⁸ Total Federal Award
93.788	State Opioid Response Grants (SOR)	\$0.00	\$150,000.00	\$150,000.00	H79TI081694	9/19/2018	\$4,020,896.00
³⁹ Federal Awarding Agency: DHHS; SAMHSA			⁴⁰ Federal Award Project Descr: State Opioid Response Grant				
		\$0.00	\$0.00	\$0.00			\$0.00
Federal Awarding Agency:			Federal Award Project Descr:				
		\$0.00	\$0.00	\$0.00			\$0.00
Federal Awarding Agency:			Federal Award Project Descr:				
		\$0.00	\$0.00	\$0.00			\$0.00
Federal Awarding Agency:			Federal Award Project Descr:				
		\$0.00	\$0.00	\$0.00			\$0.00
Federal Awarding Agency:			Federal Award Project Descr:				
Total Awarded - All Funds		\$0.00	\$150,000.00	\$150,000.00			

SECTION IV - CONTACT INFORMATION

<div>STATE GRANTING AGENCY</div> NAME: Patricia Breneman TITLE: Director of Quality Management & Compliance PHONE: 802-652-2030 EMAIL: Patricia.Breneman@vermont.gov	<div>GRANTEE</div> NAME: Eric Avildsen TITLE: Executive Director PHONE: 802-863-5620 EMAIL: eavildsen@vtlegalaid.org
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PART 2 - GRANT AGREEMENT

1. Parties: This is a Grant Agreement for services between the State of Vermont, Department of Health, Division of Alcohol and Drug Abuse Programs (hereinafter called "State"), and Vermont Legal Aid, Inc. with principal place of business in Burlington, VT (hereinafter called "Subrecipient"). It is the Subrecipient's responsibility to contact the Vermont Department of Taxes to determine if, by law, the Subrecipient is required to have a Vermont Department of Taxes Business Account Number.
2. Subject Matter: The subject matter of this Grant Agreement is Medical-Legal Partnerships to serve people with opioid use disorders. Detailed services to be provided by the Subrecipient are described in Attachment A.
3. Award Details: Amounts, dates and other award details are as shown in the attached Grant Agreement Part 1 – Grant Award Detail. A detailed scope of work covered by this award is described in Attachment A.
4. Amendment: No changes, modifications, or amendments in the terms and conditions of this Grant shall be effective unless reduced to writing, numbered, and signed by the duly authorized representative of the State and Subrecipient.
5. Cancellation: This Grant Agreement may be suspended or cancelled by either party by giving written notice at least 30 days in advance.
6. Attachments: This Grant consists of 31 pages including the following attachments which are incorporated herein:

Grant Agreement – Part 1 – Grant Award Detail Sheet
Grant Agreement – Part 2 – Grant Agreement
Attachment A - Specifications of Work to be Performed
Attachment B - Payment Provisions
Attachment C - Standard State Provisions for Contracts and Grants
Attachment D - Modifications of Customary Provisions
Attachment E - Business Associate Agreement
Attachment F - AHS Customary Contract/Grant Provisions
Attachment G – Other Grant Provisions (Not Applicable)

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

Grant Agreement – Part 1
Grant Agreement - Part 2
Attachment D - Modifications of Customary Provisions
Attachment C – Standard State Provisions for Contracts and Grants
Attachment A - Specifications of Work to be Performed
Attachment B - Payment Provisions
Attachment E - Business Associate Agreement
Attachment G – Other Grant Provisions (Not Applicable)
Attachment F - AHS Customary Contract/Grant Provisions

PART 2 – GRANT AGREEMENT

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

STATE OF VERMONT

GRANTEE

By:

By:

Kelly Dougherty
Deputy Commissioner
Vermont Department of Health

Eric Avildsen
Executive Director
Vermont Legal Aid, Inc.

Date: _____

Date: _____

Address:

264 North Winooski Avenue
Burlington, VT 05401

ATTACHMENT A
SCOPE OF WORK TO BE PERFORMED

1. Background/Overview:

The Vermont Department of Health (VDH), Division of Alcohol and Drug Abuse Programs (ADAP) aims to create an accountable, community-based system of services and supports that empowers Vermonters to embrace resiliency, wellness and recovery by becoming active participants in self-management. This system includes the entire range of services from prevention, intervention, treatment through recovery and will be composed of a continuum of timely, interconnected and coordinated components with multiple entry points. In 2017, Vermont Legal Aid (VLA) began work to offer weekly free legal clinics for people impacted by Vermont opioid crisis. By focusing on the social determinants of health, these types of services have been proven to be effective in contributing to long-term success in recovery. VLA will be integrating an attorney into treatment and/or recovery services to help navigate critical legal issues and create stability that reinforces and facilitates recovery for people receiving medication-assisted treatment (MAT). These Medical-Legal Partnerships (MLPs) will be housed at organizations that serve people with opioid use disorders.

2. Performance Measures – Results Based Accountability Matrix:

Results Based Accountability (RBA) is considered a “common sense-based” approach to performance measurement that includes quantity (how much?) and quality (how well?) Performance Indicators, as well as Desired Outcomes (Are Vermonters better off?) as goals that incorporate this agreement’s Required Services/Activities into the larger continuum of substance abuse services. Grant performance and payment will be measured and evaluated solely by the Table 1 - Performance Indicator section below.

Table 1 - Performance Indicators			
Quantity Indicator (How much?)	Means of Performance Verification	Quality Indicator (How well?)	Means of Performance Verification
Provide legal services to a minimum of 200 patients by the end of the grant period.	VLA data submissions	50% of Medical-Legal Partnership full representation cases will conclude with a successful resolution. Full representation cases are those in which significant legal services are provided and the attorney takes affirmative actions to further the client’s goals	VLA data submissions

Table 2 - Statewide Desired Outcomes (Are Vermonters better off?)	
Outcome(s)	Means of Outcome Verification
Reduce % of people who need and do not receive treatment for alcohol use	National Survey on Drug Use and Health (NSDUH)

Decrease % of youth who binge drink	Youth Risk Behavior Survey (YRBS)
Decrease % of youth who used marijuana in the past 30 days	National Survey on Drug Use and Health (NSDUH)

Table 3 - Grant Monitoring and Technical Assistance
Subrecipient will be monitored through data reporting.

3. Required Services and Activities:

Subrecipient will:

- a. Assign attorney resources equivalent to approximately 1.2 FTEs to carry out the duties outlined below in the Burlington Office and in the Montpelier Office.
- b. Provide staff supervision time of .05 FTE.
- c. Assign an AmeriCorps VISTA volunteer to both help identify new possible medical legal partnership opportunities and to help sustain VLA'S existing MLP efforts, coordinate the training events, conduct outreach activities, and assist the attorneys with data collection and evaluation.
- d. Provide appropriate legal services to a minimum of 200 individuals using a range of different strategies including: ad hoc or scheduled consultations with participating treatment or recovery (provider) staff, direct patient consultations, and extended client representation and litigation.
- e. Hold "office hours" on-site at the participating organizations at least once every other week at each location, for a minimum of six (6) hours a month.
- f. Identify at least two providers in Chittenden County and in Washington County to participate in the Partnership with assistance from the Department of Health.
- g. Enter into a Memorandum of Agreement (MOA) with each participating provider chosen to collaborate in the partnership that describes the roles and responsibilities of each entity as pertinent to the MLP.
- h. Submit a draft of any MOA to ADAP for review and approval prior to implementation.
- i. Provide a one-hour training for staff from each of the participating providers.
- j. Provide four, one-hour trainings at each participating provider on a substantive legal issue relevant to the Partnership and how to best use the Partnership resources to address it.
- k. Conduct two consumer-focused workshops at each site.
- l. Develop a basic data collection protocol before taking cases under the Partnership. This protocol will be developed in collaboration with and approved by the Department of Health.

4. Reporting Requirements:

All reporting shall be submitted to: AHS.VDHADAPGrants@vermont.gov

- a. Subrecipient will develop a proposed Work Plan. The Work Plan will identify goals that will be completed by the Subrecipient during the period of the grant in furtherance of the required activities specified of this agreement. Each goal will identify tasks required to accomplish the goal with timelines and/or frequency of tasks to be undertaken. Subrecipient will submit a Draft Work Plan for the State's review and approval by July 15, 2019. The State will approve the Work Plan or request changes to it and Final Work Plan is due July 31, 2019.
- b. Subrecipient will submit Quarterly MLP Utilization Data Set, which will include the following information:
 - i. Number of clients served
 - ii. Health-harming legal need(s) identified
 - iii. General health diagnosis (SUD, co-morbidities, etc.)
 - iv. Demographics
 - v. Type of legal services provided
 - vi. Legal disposition (if relevant)
 - vii. Legal intervention outcome, if known.

Reporting quarters for the MLP Utilization Data Set are as follows:

Quarter	Quarter Timeframe	Due Date
1	7/1/2019 – 9/30/2019	10/15/2019
2	10/1/2019 – 12/31/2019	1/15/2020
3	1/1/2020 – 3/31/2020	4/15/2020
4	4/1/2020 – 6/30/2020	7/15/2020

- c. Subrecipient must submit a draft of all MOA within 30 calendar days of anticipated implementation. The State will approve or provide feedback for the MOA, and the Subrecipient can only proceed with execution once the State has approved. A copy of all executed MOA is due to the State within calendar 30 days of execution.
- d. Attendance Rosters shall be submitted within 30 calendar days following any participating provider trainings.
- e. Financial Reporting, as follows:
 - i. Subrecipient Annual Financial Report due within 45 days of Subrecipient's fiscal year end;

STATE OF VERMONT
DEPARTMENT OF HEALTH
SUBRECIPIENT GRANT AGREEMENT

Grant # 03420-08022

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http://finance.vermont.gov/sites/finance/files/documents/Forms/Grant_Recipients/FIN-Subrecipient_Annual_Report.pdf and;

- ii. If applicable, audited annual financial report (due 9 months after the end of the Subrecipient's fiscal year). Please refer to Attachment C, paragraph 31, Federal Funds Compliance Requirements.

f. Reporting Schedule:

Due Date	Reports Due	Submission Location
7/15/2019	Draft Work Plan	ADAP
7/31/2019	Final Work Plan	ADAP
10/15/2019	Quarter 1 MLP Utilization Data Set	ADAP
1/15/2020	Quarter 2 MLP Utilization Data Set	ADAP
4/15/2020	Quarter 3 MLP Utilization Data Set	ADAP
7/15/2020	Quarter 4 MLP Utilization Data Set	ADAP
Within 30 calendar days of anticipated implementation	Proposed MOA	ADAP
Within 30 calendar days of MOA execution	Copy of executed MOA	ADAP
Within 30 calendar days following a training event	Attendance Roster	ADAP
Within 45 days of Subrecipient's fiscal year end	Subrecipient Annual Financial Report	Mail to VT Dept. of Finance & Management, Financial Operations Division, 109 State Street, 4th Floor, Montpelier, VT 05609-5901
9 months after the end of Subrecipient's fiscal year	If applicable, audited annual financial report	Mail to: VDH/ADAP P.O. Box 70 Burlington, VT 05402

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		and VT Dept. of Finance & Management, Financial Operations Division, 109 State Street, 4th Floor, Montpelier, VT 05609-5901
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Submit documents to the appropriate party before the date specified above. All documents must be labeled according to the reporting chart or the State may reject the report without review. Each report must also be submitted separately. Subrecipient may request a change or extension to a due date by submitting a written request to the State at least three (3) business days before the due date. The request must include the report name, proposed new due date, and reason for the request. If the report due date falls on a holiday or weekend, the report will be due no later than the following business day and a waiver request is not required. Holidays recognized by the State of Vermont can be found at <https://humanresources.vermont.gov/benefits-wellness/holiday-schedule>.

5. Confidentiality Requirements:

- a. Subrecipient must comply with 42 CFR Part 2, Confidentiality of Records.
(<http://www.ecfr.gov/cgi-bin/text-idx?SID=475325a89f0362ee73b4ae450afdf0d2&node=42:1.0.1.1.2&rgn=div5>)
- b. Subrecipient must comply with 45 CFR Part 164, HIPAA Privacy Regulations.
<http://www.ecfr.gov/cgi-bin/text-idx?SID=d40852d5b0fa1296d85e666c8475bf08&mc=true&node=pt45.1.164&rgn=div5>

**ATTACHMENT B
PAYMENT PROVISIONS**

1. General Payment Provisions Requirements:

- a. The Grantee's performance is limited to the services and activities set forth in Attachment A of this document. The Grantee shall not be obligated or expected to provide services beyond the amounts stated.
- b. Grantee understands the funds provided as part of this agreement are to be used as payer of last resort. All other potential funding sources must be exhausted prior to payment under this agreement.
- c. Payment of invoices are subject to the following, as applicable:
 - **Grantee must provide continuous service for the entire twelve (12) months of grant period and the cumulative value of the four quarterly invoices cannot exceed the grant's maximum allowable amount.**
 - Grantee must use the ADAP Grantee invoice template available on the ADAP website at: <http://www.healthvermont.gov/alcohol-drug-abuse/grantees-contractors/reporting-forms-and-guidance-documents>

Signed and dated invoices are due between the first and last day of the month following the previous quarter and must include the grant number, billing quarter start and end date, and an itemization of actual expenditures related to activities described in Attachment A of this document, by program category (as described in Section 2 below), during the previous quarter.

Quarters for the grant agreement are as follows:

Quarter 1: 7/1/2019 – 9/30/2019	Invoice Due on or before:	10/31/2019
Quarter 2: 10/1/2019 – 12/31/2019	Invoice Due on or before:	1/31/2020
Quarter 3: 1/1/2020 – 3/31/2020	Invoice Due on or before:	4/30/2020
Quarter 4: 4/1/2020 – 6/30/2020	Invoice Due on or before:	7/31/2020

- State of Vermont payment terms for invoices are Net 30 days from the date the State receives an error-free invoice and receipt, review and approval of required reporting and the meeting and/or exceeding of the Performance Indicators.
- Signed and dated invoices must be mailed or e-mailed to the following address:

Vermont Department of Health
Division of Alcohol and Drug Abuse Programs
P.O. Box 70, 108 Cherry Street
Burlington, Vermont 05402-0070
ATTN: ADAP Grants Administration

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EMAIL: AHS.VDHADAPGrants@vermont.gov

- All invoices must be received by the Vermont Department of Health, Division of Alcohol and Drug Abuse Programs within 60 days of the end of the grant period. Invoices submitted after 60 days may be subject to non-payment.
- d. Any unexpended funds must be returned to the State or an agreement must be reached with the Vermont Department of Health, Division of Alcohol and Drug Abuse Programs on the expenditure of remaining funds on program objectives.
- e. The maximum dollar amount payable under this agreement is not intended to guarantee any amount of payment under this grant.
- f. The allowable indirect rate for this agreement is 14.9%.
- g. Total expenditures for this grant will not exceed \$150,000.00.

2. Grant Award Amount by Program Category/Service:

Program Category	Service	Funding Source	ADAP Invoice Billing Code	Budget Maximum Allowable Amount
Opioid SOR	Direct Service	ADAP	39899	\$150,000.00
TOTAL				\$150,000.00

**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 requirements contained in Attachment C, Section 8 are hereby modified:

Notwithstanding Section 8 of Attachment C, the following is hereby included in the Agreement:

“Professional Liability: Before commencing work on this Agreement and throughout the term of this Agreement, the Party shall procure and maintain professional liability insurance for any and all services performed under this Agreement, with minimum coverage of \$1,000,000 per occurrence, and \$1,000,000 aggregate.”

2. Requirements of other Sections in Attachment C are hereby modified:

N/A

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

N/A

4. Reasons for Modifications:

Professional liability (legal malpractice) is required to provide the services of this agreement.

ATTACHMENT E
BUSINESS ASSOCIATE AGREEMENT

SOV CONTRACTOR/GRANTEE/BUSINESS ASSOCIATE: VERMONT LEGAL AID, INC.

SOV GRANT NO. 03420-08022

GRANT EFFECTIVE DATE: 7/1/2019

This Business Associate Agreement (“Agreement”) is entered into by and between the State of Vermont Agency of Human Services, operating by and through its **Vermont Department of Health** (“Covered Entity”) and Party identified in this Agreement as Contractor or Grantee above (“Business Associate”). This Agreement supplements and is made a part of the contract or grant (“Contract or Grant”) to which it is attached.

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

The parties agree as follows:

1. Definitions. All capitalized terms used but not otherwise defined in this Agreement have the meanings set forth in 45 CFR Parts 160 and 164 as amended by HITECH and associated federal rules and regulations. Terms defined in this Agreement are italicized. Unless otherwise specified, when used in this Agreement, defined terms used in the singular shall be understood if appropriate in their context to include the plural when applicable.

“*Agent*” means an Individual acting within the scope of the agency of the *Business Associate*, in accordance with the Federal common law of agency, as referenced in 45 CFR § 160.402(c) and includes Workforce members and *Subcontractors*.

“*Breach*” means the acquisition, Access, Use or Disclosure of *Protected Health Information (PHI)* which compromises the Security or privacy of the *PHI*, except as excluded in the definition of *Breach* in 45 CFR § 164.402.

“*Business Associate*” shall have the meaning given for “Business Associate” in 45 CFR § 160.103 and means Contractor or Grantee and includes its Workforce, *Agents* and *Subcontractors*.

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

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

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

“*Required by Law*” means a mandate contained in law that compels an entity to make a use or disclosure of *PHI* and that is enforceable in a court of law and shall have the meaning given in 45 CFR § 164.103.

“*Report*” means submissions required by this Agreement as provided in section 2.3.

“*Security Incident*” means the attempted or successful unauthorized Access, Use, Disclosure, modification, or destruction of Information or interference with system operations in an Information System relating to *PHI* in accordance with 45 CFR § 164.304.

“*Services*” includes all work performed by the *Business Associate* for or on behalf of Covered Entity that requires the Use and/or Disclosure of *PHI* to perform a *Business Associate* function described in 45 CFR § 160.103.

“*Subcontractor*” means a Person to whom *Business Associate* delegates a function, activity, or service, other than in the capacity of a member of the workforce of such *Business Associate*.

“*Successful Security Incident*” shall mean a *Security Incident* that results in the unauthorized Access, Use, Disclosure, modification, or destruction of information or interference with system operations in an Information System.

“*Unsuccessful Security Incident*” shall mean a *Security Incident* such as routine occurrences that do not result in unauthorized Access, Use, Disclosure, modification, or destruction of information or interference with system operations in an Information System, such as: (i) unsuccessful attempts to penetrate computer networks or services maintained by *Business Associate*; and (ii) immaterial incidents such as pings and other broadcast attacks on *Business Associate's* firewall, port scans, unsuccessful log-on attempts, denials of service and any combination of the above with respect to *Business Associate's* Information System.

“*Targeted Unsuccessful Security Incident*” means an *Unsuccessful Security Incident* that appears to be an attempt to obtain unauthorized Access, Use, Disclosure, modification or destruction of the Covered Entity’s *Electronic PHI*.

2. Contact Information for Privacy and Security Officers and Reports.

2.1 *Business Associate* shall provide, within ten (10) days of the execution of this Agreement, written notice to the Contract or Grant manager the names and contact information of both the HIPAA Privacy Officer and HIPAA Security Officer of the *Business Associate*. This information must be updated by *Business Associate* any time these contacts change.

2.2 Covered Entity’s HIPAA Privacy Officer and HIPAA Security Officer contact information is posted at: <http://humanservices.vermont.gov/policy-legislation/hipaa/hipaa-info-beneficiaries/ahs-hipaa-contacts/>

2.3 *Business Associate* shall submit all *Reports* required by this Agreement to the following email address: AHS.PrivacyAndSecurity@vermont.gov

3. Permitted and Required Uses/Disclosures of PHI.

3.1 Subject to the terms in this Agreement, *Business Associate* may Use or Disclose *PHI* to perform *Services*, as specified in the Contract or Grant. Such Uses and Disclosures are limited to the minimum necessary to provide the *Services*. *Business Associate* shall not Use or Disclose *PHI* in any manner that would constitute a violation of the Privacy Rule if Used or Disclosed by Covered Entity in that manner. *Business Associate* may not Use or Disclose *PHI* other than as permitted or required by this Agreement or as *Required by Law* and only in compliance with applicable laws and regulations.

3.2 *Business Associate* may make *PHI* available to its Workforce, *Agent* and *Subcontractor* who need Access to perform *Services* as permitted by this Agreement, provided that *Business Associate* makes them aware of the Use and Disclosure restrictions in this Agreement and binds them to comply with such restrictions.

3.3 *Business Associate* shall be directly liable under HIPAA for impermissible Uses and Disclosures of *PHI*.

4. **Business Activities.** *Business Associate* may Use *PHI* if necessary for *Business Associate's* proper management and administration or to carry out its legal responsibilities. *Business Associate* may Disclose *PHI* for *Business Associate's* proper management and administration or to carry out its legal responsibilities if a Disclosure is *Required by Law* or if *Business Associate* obtains reasonable written assurances via a written agreement from the Person to whom the information is to be Disclosed that such *PHI* shall remain confidential and be Used or further Disclosed only as *Required by Law* or for the purpose for which it was Disclosed to the Person, and the Agreement requires the Person to notify *Business Associate*, within five (5) business days, in writing of any *Breach* of Unsecured *PHI* of which it is aware. Such Uses and Disclosures of *PHI* must be of the minimum amount necessary to accomplish such purposes.

5. **Electronic PHI Security Rule Obligations.**

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

- a) Implement and use Administrative, Physical, and Technical Safeguards in compliance with 45 CFR sections 164.308, 164.310, and 164.312;
- b) Identify in writing upon request from Covered Entity all the safeguards that it uses to protect such Electronic PHI;
- c) Prior to any Use or Disclosure of *Electronic PHI* by an *Agent* or *Subcontractor*, ensure that any *Agent* or *Subcontractor* to whom it provides *Electronic PHI* agrees in writing to implement and use Administrative, Physical, and Technical Safeguards that reasonably and appropriately protect the Confidentiality, Integrity and Availability of Electronic PHI. The written agreement must identify Covered Entity as a direct and intended third party beneficiary with the right to enforce any breach of the agreement concerning the Use or Disclosure of *Electronic PHI*, and be provided to Covered Entity upon request;
- d) Report in writing to Covered Entity any *Successful Security Incident* or *Targeted Security Incident* as soon as it becomes aware of such incident and in no event later than five (5) business days after such awareness. Such report shall be timely made notwithstanding the fact that little information may be known at the time of the report and need only include such information then available;

e) Following such report, provide Covered Entity with the information necessary for Covered Entity to investigate any such incident; and

f) Continue to provide to Covered Entity information concerning the incident as it becomes available to it.

5.2 Reporting *Unsuccessful Security Incidents*. *Business Associate* shall provide Covered Entity upon written request a *Report* that: (a) identifies the categories of Unsuccessful Security Incidents; (b) indicates whether *Business Associate* believes its current defensive security measures are adequate to address all Unsuccessful Security Incidents, given the scope and nature of such attempts; and (c) if the security measures are not adequate, the measures *Business Associate* will implement to address the security inadequacies.

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

6. Reporting and Documenting Breaches.

6.1 *Business Associate* shall *Report* to Covered Entity any *Breach* of Unsecured *PHI* as soon as it, or any Person to whom *PHI* is disclosed under this Agreement, becomes aware of any such *Breach*, and in no event later than five (5) business days after such awareness, except when a law enforcement official determines that a notification would impede a criminal investigation or cause damage to national security. Such *Report* shall be timely made notwithstanding the fact that little information may be known at the time of the *Report* and need only include such information then available.

6.2 Following the *Report* described in 6.1, *Business Associate* shall conduct a risk assessment and provide it to Covered Entity with a summary of the event. *Business Associate* shall provide Covered Entity with the names of any *Individual* whose Unsecured *PHI* has been, or is reasonably believed to have been, the subject of the *Breach* and any other available information that is required to be given to the affected *Individual*, as set forth in 45 CFR § 164.404(c). Upon request by Covered Entity, *Business Associate* shall provide information necessary for Covered Entity to investigate the impermissible Use or Disclosure. *Business Associate* shall continue to provide to Covered Entity information concerning the *Breach* as it becomes available.

6.3 When *Business Associate* determines that an impermissible acquisition, Access, Use or Disclosure of *PHI* for which it is responsible is not a *Breach*, and therefore does not necessitate notice to the impacted *Individual*, it shall document its assessment of risk, conducted as set forth in 45 CFR § 402(2). *Business Associate* shall make its risk assessment available to Covered Entity upon request. It shall include 1) the name of the person making the assessment, 2) a brief summary of the facts, and 3) a brief statement of the reasons supporting the determination of low probability that the *PHI* had been compromised.

7. **Mitigation and Corrective Action.** *Business Associate* shall mitigate, to the extent practicable, any harmful effect that is known to it of an impermissible Use or Disclosure of *PHI*, even if the impermissible Use or Disclosure does not constitute a *Breach*. *Business Associate* shall draft and carry out a plan of corrective action to address any incident of impermissible Use or Disclosure of *PHI*. *Business Associate* shall make its mitigation and corrective action plans available to Covered Entity upon request.

8. Providing Notice of Breaches.

8.1 If Covered Entity determines that a *Breach* of *PHI* for which *Business Associate* was responsible, and if requested by Covered Entity, *Business Associate* shall provide notice to the *Individual* whose *PHI* has been the subject of the *Breach*. When so requested, *Business Associate* shall consult with Covered Entity about the timeliness, content and method of notice, and shall receive Covered Entity's approval concerning these elements. *Business Associate* shall be responsible for the cost of notice and related remedies.

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

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

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

9. Agreements with Subcontractors. *Business Associate* shall enter into a Business Associate Agreement with any *Subcontractor* to whom it provides *PHI* to require compliance with HIPAA and to ensure *Business Associate* and *Subcontractor* comply with the terms and conditions of this Agreement. *Business Associate* must enter into such written agreement before any Use by or Disclosure of *PHI* to such *Subcontractor*. The written agreement must identify Covered Entity as a direct and intended third party beneficiary with the right to enforce any breach of the agreement concerning the Use or Disclosure of *PHI*. *Business Associate* shall provide a copy of the written agreement it enters into with a *Subcontractor* to Covered Entity upon request. *Business Associate* may not make any Disclosure of *PHI* to any *Subcontractor* without prior written consent of Covered Entity.

10. Access to PHI. *Business Associate* shall provide access to *PHI* in a Designated Record Set to Covered Entity or as directed by Covered Entity to an *Individual* to meet the requirements under 45 CFR § 164.524. *Business Associate* shall provide such access in the time and manner reasonably designated by Covered Entity. Within five (5) business days, *Business Associate* shall forward to Covered Entity for handling any request for Access to *PHI* that *Business Associate* directly receives from an *Individual*.

11. Amendment of PHI. *Business Associate* shall make any amendments to *PHI* in a Designated Record Set that Covered Entity directs or agrees to pursuant to 45 CFR § 164.526, whether at the request of Covered Entity or an *Individual*. *Business Associate* shall make such amendments in the time and manner reasonably designated by Covered Entity. Within five (5) business days, *Business Associate* shall forward to Covered Entity for handling any request for amendment to *PHI* that *Business Associate* directly receives from an *Individual*.

12. Accounting of Disclosures. *Business Associate* shall document Disclosures of *PHI* and all information related to such Disclosures as would be required for Covered Entity to respond to a request by an *Individual* for an accounting of disclosures of *PHI* in accordance with 45 CFR § 164.528. *Business Associate* shall provide such information to Covered Entity or as directed by Covered Entity to an *Individual*, to permit Covered Entity to respond to an accounting request. *Business Associate* shall provide such information in the time and manner reasonably designated by Covered Entity. Within five (5) business days, *Business Associate* shall forward to Covered Entity for handling any accounting request that *Business Associate* directly receives from an *Individual*.

13. Books and Records. Subject to the attorney-client and other applicable legal privileges, *Business Associate* shall make its internal practices, books, and records (including policies and procedures and *PHI*) relating to the Use and Disclosure of *PHI* available to the Secretary of Health and Human Services (HHS) in the time and manner designated by the Secretary. *Business Associate* shall make the same information available to Covered Entity, upon Covered Entity's request, in the time and manner reasonably designated by Covered Entity so that Covered Entity may determine whether *Business Associate* is in compliance with this Agreement.

14. Termination.

14.1 This Agreement commences on the Effective Date and shall remain in effect until terminated by Covered Entity or until all the *PHI* is destroyed or returned to Covered Entity subject to Section 18.8.

14.2 If *Business Associate* fails to comply with any material term of this Agreement, Covered Entity may provide an opportunity for *Business Associate* to cure. If *Business Associate* does not cure within the time specified by Covered Entity or if Covered Entity believes that cure is not reasonably possible, Covered Entity may immediately terminate the Contract or Grant without incurring liability or penalty for such termination. If neither termination nor cure are feasible, Covered Entity shall report the breach to the Secretary of HHS. Covered Entity has the right to seek to cure such failure by *Business Associate*. Regardless of whether Covered Entity cures, it retains any right or remedy available at law, in equity, or under the Contract or Grant and *Business Associate* retains its responsibility for such failure.

15. Return/Destruction of PHI.

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

15.2 *Business Associate* shall report to Covered Entity any conditions that *Business Associate* believes make the return or destruction of *PHI* infeasible. *Business Associate* shall extend the protections of this Agreement to such *PHI* and limit further Uses and Disclosures to those purposes that make the return or destruction infeasible for so long as *Business Associate* maintains such *PHI*.

16. **Penalties.** *Business Associate* understands that: (a) there may be civil or criminal penalties for misuse or misappropriation of *PHI* and (b) violations of this Agreement may result in notification by Covered Entity to law enforcement officials and regulatory, accreditation, and licensure organizations.

17. **Training.** *Business Associate* understands its obligation to comply with the law and shall provide appropriate training and education to ensure compliance with this Agreement. If requested by Covered Entity, *Business Associate* shall participate in Covered Entity's training regarding the Use, Confidentiality, and Security of *PHI*; however, participation in such training shall not supplant nor relieve *Business Associate* of its obligations under this Agreement to independently assure compliance with the law and this Agreement.

18. **Miscellaneous.**

18.1 In the event of any conflict or inconsistency between the terms of this Agreement and the terms of the Contract or Grant, the terms of this Agreement shall govern with respect to its subject matter. Otherwise, the terms of the Contract or Grant continue in effect.

18.2 Each party shall cooperate with the other party to amend this Agreement from time to time as is necessary for such party to comply with the Privacy Rule, the Security Rule, or any other standards promulgated under HIPAA. This Agreement may not be amended, except by a writing signed by all parties hereto.

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

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

18.5 *Business Associate* shall not have or claim any ownership of *PHI*.

18.6 *Business Associate* shall abide by the terms and conditions of this Agreement with respect to all *PHI* even if some of that information relates to specific services for which *Business Associate* may not be a "Business Associate" of Covered Entity under the Privacy Rule.

18.7 *Business Associate* is prohibited from directly or indirectly receiving any remuneration in exchange for an *Individual's PHI*. *Business Associate* will refrain from marketing activities that would violate HIPAA, including specifically Section 13406 of the HITECH Act. Reports or data containing *PHI* may not be sold without Covered Entity's or the affected Individual's written consent.

18.8 The provisions of this Agreement that by their terms encompass continuing rights or responsibilities shall survive the expiration or termination of this Agreement. For example: (a) the provisions of this Agreement shall continue to apply if Covered Entity determines that it would be infeasible for *Business Associate* to return or destroy *PHI* as provided in Section 14.2 and (b) the obligation of *Business Associate* to provide an accounting of disclosures as set forth in Section 12 survives the expiration or termination of this Agreement with respect to accounting requests, if any, made after such expiration or termination.

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

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

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

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

revoke its subcontract or service provider agreement or to impose other sanctions if the performance of the subcontractor or service provider is inadequate or if its performance deviates from any requirement of this Agreement. Party shall make available on request all contracts, subcontracts and service provider agreements between the Party, subcontractors and other service providers to the Agency of Human Services and any of its departments as well as to the Center for Medicare and Medicaid Services.

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

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

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

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

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

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

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

5. **Non-Discrimination:**

Party shall not discriminate, and will prohibit its employees, agents, subcontractors, sub-grantees and other service providers from discrimination, on the basis of age under the Age Discrimination Act of 1975, on the basis of handicap under section 504 of the Rehabilitation Act of 1973, on the basis of sex under Title IX of the Education Amendments of 1972, and on the basis of race, color or national origin under Title VI of the Civil Rights Act of 1964. Party shall not refuse, withhold from or deny to any person the benefit of services, facilities, goods, privileges, advantages, or benefits of public

accommodation on the basis of disability, race, creed, color, national origin, marital status, sex, sexual orientation or gender identity as provided by Title 9 V.S.A. Chapter 139.

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

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

6. **Employees and Independent Contractors:**

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

7. **Data Protection and Privacy:**

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

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

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

information that is linked or linkable to a specific person, such as date and place of birth, mother's maiden name, etc.

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

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

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

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

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

9. **Information Technology Systems:**

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

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

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

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

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

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

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

Party will ensure the physical and data security associated with computer equipment, including desktops, notebooks, and other portable devices, used in connection with this Agreement. Party will also assure that any media or mechanism used to store or transfer data to or from the State includes industry standard security mechanisms such as continually up-to-date malware protection and encryption. Party will make every reasonable effort to ensure media or data files transferred to the

State are virus and spyware free. At the conclusion of this agreement and after successful delivery of the data to the State, Party shall securely delete data (including archival backups) from Party's equipment that contains individually identifiable records, in accordance with standards adopted by the Agency of Human Services.

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

10. **Other Provisions:**

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

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

2-1-1 Database: If Party provides health or human services within Vermont, or if Party provides such services near the Vermont border readily accessible to residents of Vermont, Party shall adhere to the "Inclusion/Exclusion" policy of Vermont's United Way/Vermont 211 (Vermont 211), and will provide to Vermont 211 relevant descriptive information regarding its agency, programs and/or contact information as well as accurate and up to date information to its database as requested. The "Inclusion/Exclusion" policy can be found at www.vermont211.org.

Voter Registration: When designated by the Secretary of State, Party agrees to become a voter registration agency as defined by 17 V.S.A. §2103 (41), and to comply with the requirements of state and federal law pertaining to such agencies.

Drug Free Workplace Act: Party will assure a drug-free workplace in accordance with 45 CFR Part 76.

Lobbying: No federal funds under this agreement may be used to influence or attempt to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, continuation, renewal, amendments other than federal appropriated funds.

**LEGAL ADVOCACY IN RECOVERY SERVICES (LAIRS) MEDICAL-LEGAL PARTNERSHIP
MEMORANDUM OF AGREEMENT**

This Memorandum of Agreement ("Agreement") is made by and between **Howard Center, Inc** ("Howard Center", a non-profit health care provider located at 208 Flynn Ave, Suite 3J, Burlington, VT 05401, and **Vermont Legal Aid, Inc.** ("VLA"), a non-profit legal services firm located at 264 North Winooski Avenue, Burlington, VT 05401 to be effective on October 1, 2019 (the "Effective Date").

Preliminary Statement

Howard Center's Chittenden Clinic, located at 75 San Remo Dr, South Burlington, VT 05403, and VLA desire to work together to provide legal consultation and services to certain patients of Chittenden Clinic through the Legal Advocacy in Recovery Services ("LAIRS") Medical-Legal Partnership. The mission of LAIRS is to improve health outcomes for substance use disorder patients in recovery through interdisciplinary collaboration that employs targeted outreach, holistic assessment, legal services, and strategic advocacy to eliminate legal barriers and address the social and environmental factors that negatively impact the likelihood of a successful recovery.

Agreement

The parties, wishing to be bound, hereby agree as follows:

I. LAIRS Program

A. Legal Services

1. **Services.** VLA shall supply one part-time attorney to provide no-cost legal services in various civil matters to Chittenden Clinic's patients and their families, as deemed appropriate. VLA also will provide training and consultation to case workers, social workers, and medical staff on mutually agreed upon topics relating to health-harming legal needs. Chittenden Clinic will refer patients and their families to the LAIRS program, and VLA retains the right to accept or decline representation of patients referred by Chittenden Clinic to LAIRS in accordance with VLA's established criteria.
2. **Facilities, Equipment, Space.** The LAIRS attorney shall be present at Chittenden Clinic to have office hours for at least six (6) hours per month, as mutually agreed upon by VLA and Chittenden Clinic. CHITTENDEN CLINIC will provide office space for VLA to perform the services described herein, which will include private office space, access to a shared conference room, telephone service and voicemail, internet access, and access to a computer, printer, photocopier, scanner, and fax machine.
3. **Program Funding.** LAIRS will be funded in the current term through the Vermont Department of Health (DOH). Each party agrees to actively seek longer-term funding for LAIRS, and to coordinate efforts to maximize fundraising efficiency and impact in order to sustain the partnership. At all times, both parties will communicate openly and promptly with each other regarding proposed and actual funding sources for LAIRS.

B. CHITTENDEN CLINIC/ HOWARD CENTER Responsibilities

1. Administrative Leader and Other Support. HOWARD CENTER will designate an administrative leader who has authority to make decisions on behalf of CHITTENDEN CLINIC with respect to LAIRS program operations and initiatives. Other CHITTENDEN CLINIC/ HOWARD CENTER staff may be designated by CHITTENDEN CLINIC/ HOWARD CENTER to provide support hereunder to the LAIRS program.
2. Supervision and Training. CHITTENDEN CLINIC will provide orientation to VLA personnel. VLA personnel will attend relevant orientation and training activities, and abide by applicable CHITTENDEN CLINIC policies and procedures while on-site at CHITTENDEN CLINIC facilities.
3. Access. CHITTENDEN CLINIC/ HOWARD CENTER shall determine the locations/departments at which LAIRS services will be available. CHITTENDEN CLINIC/ HOWARD CENTER will consult with VLA prior to making such determinations.

C. VLA Responsibilities

1. Staffing. VLA will assign the on-site attorneys, and other necessary legal and support staff, as agreed upon by VLA and CHITTENDEN CLINIC/ HOWARD CENTER, to provide services hereunder to patients at CHITTENDEN CLINIC's locations. VLA will supervise VLA staff and administer the salary and benefits of VLA personnel, including health insurance and malpractice insurance.
2. Client Intake. VLA will oversee the intake of clients, which shall include, but is not limited to, ensuring that clients are residents of Vermont.
3. Reporting. VLA is required to provide quarterly data reports to DOH regarding the number of cases and consultations handled pursuant to LAIRS, the types of cases and consults, and the outcomes of those cases and consults. CHITTENDEN CLINIC/ HOWARD CENTER agrees to assist, to the extent permitted by law, with collection of data regarding patients who receive LAIRS services.

D. Administration

1. Independent Contractor. The parties acknowledge and agree that the VLA attorney(s) providing legal services pursuant to the terms of this Agreement are and shall remain employees of VLA. HOWARD CENTER shall not be responsible for payment of any salary and benefits, including workers' compensation, to the VLA attorney(s).
2. Conflicting Interests. The parties acknowledge that from time to time, CHITTENDEN CLINIC/ HOWARD CENTER and VLA may take opposing positions on healthcare matters unrelated to the LAIRS program. The parties agree in good faith that such conflicting interests will not impact the mission of the LAIRS program.

3. Protocols. The parties agree to collaboratively establish certain operational protocols, including, but not limited to, those covering the following topics:
 - (a) Eligibility for LAIRS services;
 - (b) Screening of patients for issues requiring LAIRS involvement;
 - (c) Referral Process;
 - (d) Patient/Client information sharing with valid consent between CHITTENDEN CLINIC/ HOWARD CENTER and VLA;
 - (e) Forms
 - (f) Training
 - (g) Content and format of Reporting;
 - (h) Evaluation metrics and Performance Measures
4. Records. VLA retains the right to exclusive possession of the legal files developed for the LAIRS clients. CHITTENDEN CLINIC/ HOWARD CENTER shall not have access to the legal files absent written authorization by the clients. Medical Records will belong solely to CHITTENDEN CLINIC/ HOWARD CENTER. VLA staff will not have access to the medical records of any CHITTENDEN CLINIC/ HOWARD CENTER patients. Information may be shared under a valid written authorization/consent from the patient or the patient's guardian, in accordance with the Health Insurance Portability and Accountability Act's Privacy Rule (45 C.F.R. Part 164) and the Confidentiality of Substance Use Disorder Patient Records (42 C.F.R Part 2), applicable law and regulations, and CHITTENDEN CLINIC/ HOWARD CENTER policies and procedures.
5. Insurance. Upon request, each party shall furnish the other party with proof of (i) Comprehensive General Liability insurance in force with minimum limits of at least \$1,000,000 per occurrence and \$1,000,000 annual aggregate, (ii) Professional Liability Insurance coverage for the attorney(s) with limits of \$1,000,000 per occurrence and \$2,000,000 as an annual aggregate, and (iii) Workers Compensation/Employees Liability Insurance in accordance with the law of the State of Vermont.

II. Miscellaneous

A. General Provisions

1. Term and Termination. The term of this Agreement shall commence on September 1, 2019 and continue through June 30, 2020, unless earlier terminated as provided herein. Either party may terminate this Agreement, without cause, by providing the other party with thirty (30) days written notice. In addition, either party may terminate this Agreement with cause by providing the other party with ten (10) days written notice. For purposes of this Agreement, "with cause" means (i) negligent or willful misconduct by one party or its employees that is injurious to the other party, or (ii) any material breach of any provision of this Agreement, if such breach is not cured within ten (10) days after written notice is delivered to the breaching party. Upon termination of this Agreement, neither party shall have any further obligations under the terms of this Agreement, except for liabilities and/or obligations accrued through the date of termination and the terms surviving termination of this Agreement.

2. Confidentiality. VLA fully understands the fiduciary and confidential nature of medical information, medical records and the subject matter that VLA may, from time to time, encounter in the normal conduct of the services described in this Agreement, including all technical and business information (collectively "confidential information"). VLA agrees to keep strictly confidential and hold in trust all confidential information, and not to disclose or reveal such information to any third party, except within the restrictions of this Agreement. VLA will ensure that each of its employees or agents who perform services under this Agreement is aware of and adheres to this confidentiality section. In addition, VLA will comply with any and all confidentiality requirements as set forth by CHITTENDEN CLINIC/ HOWARD CENTER or as required by law. Termination of this Agreement will not eliminate VLA's obligation to continue to maintain confidentiality under this section.
3. Other Confidential Information. The parties shall not disclose any Confidential Information received from the other party in the course of this Agreement. For purposes of this Agreement, "Confidential Information" does not include information that: (i) is in or enters the public domain without breach of this Agreement; (ii) the receiving party lawfully receives from a third party without restriction on disclosure and without breach of a nondisclosure obligation by the third party; (iii) the receiving party knew prior to receiving such information from the disclosing party; or (iv) is disclosed by the disclosing party to a third party without a duty of confidentiality. Each party will use the other party's Confidential Information only in the exercise of rights or satisfaction of obligations under this Agreement. Notwithstanding the foregoing, each party may disclose Confidential Information: (i) as required by law; (ii) in response to a court order; (iii) by either party in the context of any potential acquisition or change of control; and (iv) by either party to enforce rights under this Agreement.
4. Indemnification.
 - (a) CHITTENDEN CLINIC/ HOWARD CENTER agrees to defend, indemnify and hold harmless VLA and its employees, servants, agents, successors and assigns from and against any and all claims and demands for bodily injury or property damage arising out of or resulting from the acts or omissions of CHITTENDEN CLINIC/ HOWARD CENTER or its employees or contractors in providing the services hereunder, provided, however, that this indemnification and hold harmless shall not apply to any claims arising from or as a result of the willful misconduct or gross negligence of VLA or its employees, agents or licensees. Whenever VLA receives notice of a claim or demand that would be covered by CHITTENDEN CLINIC/ HOWARD CENTER's indemnity, VLA shall provide CHITTENDEN CLINIC/ HOWARD CENTER with prompt written notice of such claim or demand.
 - (b) VLA agrees to defend, indemnify and hold harmless CHITTENDEN CLINIC/ HOWARD CENTER and its employees, servants, agents, successors and assigns from and against any and all claims and demands for bodily injury or property damage arising out of or resulting from the acts or omissions of VLA or its employees or contractors in providing the services hereunder, provided,

however, that this indemnification and hold harmless shall not apply to any claims arising from or as a result of the willful misconduct or gross negligence of CHITTENDEN CLINIC/ HOWARD CENTER or its employees, agents or licensees. Whenever CHITTENDEN CLINIC/ HOWARD CENTER receives notice of a claim or demand that would be covered by VLA's indemnity, CHITTENDEN CLINIC/ HOWARD CENTER shall provide VLA with prompt written notice of such claim or demand.

(c) The provisions of this Section II.A.4 shall survive any termination of this Agreement.

5. Compliance with Social Security Act. Upon written request of the Secretary of Health and Human Services or the Comptroller General or any of their duly authorized representatives, the parties to this Agreement shall make available to such requesting official those contracts, books, documents, and records necessary to certify the nature and extent of the costs of providing the Services under this Agreement. Such records shall be available for inspection for up to four years after the performance of such Services.
6. Compliance with Applicable Laws. CHITTENDEN CLINIC/ HOWARD CENTER and VLA are committed to compliance with all applicable federal and state laws and regulations. Each party hereby certifies on behalf of itself and its individual employees, directors and officers that it has never been excluded, debarred, suspended, or otherwise determined to be ineligible from participation in any federally funded healthcare program and no proceedings are pending or have been threatened which might result in debarment, exclusion, or determination of ineligibility.
7. Marketing. Each party agrees not to use the other party's name or trademarks without the other party's prior written consent. The parties agree to consult and agree prior to printing or distributing any LAIRS promotional materials, advertising, or press communications in any medium.
8. Entire Contract. This Agreement contains the entire understanding with respect to the subject matter of this Agreement. No waiver, amendment, or modification of the provisions of this Agreement shall be effective unless made in writing signed by the parties.
9. Notices - Any notices required to be given hereunder shall be in writing and shall be deemed to be given when deposited in the United States mail, postage prepaid, via registered mail or certified mail, with return receipt requested, addressed as follows:

(a) If to VLA:	Vermont Legal Aid 264 South Winooski Avenue Burlington, VT 05401 Attn: Eric Avildsen, Executive Director
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(b) If to CHITTENDEN CLINIC/ HOWARD CENTER:

Howard Center
75 San Remo Dr,
South Burlington, VT 05403

The addresses and persons entitled to receive the notices provided for above may be changed by written notice to the other party given in accordance with the provisions of this Section.

10. Assignment - This Agreement may not be assigned by any party, without the prior written consent of all parties hereto.
11. Counterparts - This Agreement may be executed in one or more counterparts, each of which shall be treated for all purposes as an original.
12. No Waiver - No waiver of any term or condition of this Agreement, or of any remedy hereunder, shall be construed to be a continuing waiver of the same or any other term or condition of this Agreement, or of the same or any other remedy hereunder.
13. Governing Law - This Agreement shall be governed by and enforced in accordance with the laws of the State of Vermont.
14. Binding Agreement – This Agreement shall be binding upon execution by CHITTENDEN CLINIC/ HOWARD CENTER and VLA.

[Remainder of page left intentionally blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the dates set forth below to be effective on the Effective Date.

CHITTENDEN CLINIC/ HOWARD CENTER

By: _____
Bob Bick, Chief Executive Officer

Date: _____

VERMONT LEGAL AID, INC.


By: _____
Eric Avildsen, Executive Director

Date: 10/9/19

LAIRS Data Collection Protocol

Data collection will document all patient-facing activities conducted by the legal partner as well as consultations with the recovery center staff. Per the grant agreement, the legal provider will utilize a range of different strategies to assist patients in overcoming legal barriers to a successful recovery. These strategies – ad hoc or scheduled consultations with participating treatment or recovery (provider) staff, direct patient consultation, and extended client representation and litigation – will be documented and the data collected by VLA as the legal partner.

The primary means of data collection will be through VLA's case management system, LegalEase (LE). All client information for clients with open cases will be maintained in the LE database. A "case" is defined as a legal matter in which the legal representative provided more than a one-time consultation. In cases in LE, the legal partner will collect: demographic data (including the clinic site where the client receives services), general health diagnosis, all health-harming legal needs identified (using the I-HELP categories¹), specific case outcomes, barriers to successful recovery removed through legal advocacy, type of legal services provided and/or level of service, legal disposition, and financial benefit to the client. The legal partner also will identify which of SAMHSA's four dimensions of recovery – health, home, purpose, or community -- would have been enhanced for the client by the legal advocacy provided.

The demographic data, general health diagnosis, and health-harming legal needs identified will be collected at the outset of the case, either through the initial interview or shortly thereafter. Outcomes, barriers removed, dimensions of recovery, type of services provided, level of service, legal disposition, and financial benefits will be required to be collected upon closure of the case. The attorney opening the case and the VISTA will be responsible for collecting and entering this data into LE. The supervisory attorney will monitor the data collected to ensure consistency.

It also is envisioned that clients who receive legal advocacy services will be contacted 3 months and 6 months after the closure of their cases in order to collect additional information regarding outcomes, barriers removed, and dimensions of recovery resulting from receipt of the legal advocacy services. This information also will be collected in the LE database. In consultation with the attorney, the VISTA will develop a script for these follow-up contacts and be responsible for recording the data. The supervisory attorney will monitor the data collected to ensure consistency.

Data also will be collected outside of the LE system. Ad hoc or scheduled consultations with participating staff and some initial direct patient consultations will be treated as "curbside consults" and data generated from them will be recorded in an Excel spreadsheet. The spreadsheet data collected will include the name of the staff member consulted, the clinic site, general health diagnosis, a description of the legal problem, the I-HELP category for the problem, the legal problem category, and the disposition of the consult, including whether it led to further consultation, referral, or the opening of a case in LE. The attorney conducting the consultations and the VISTA will be responsible for collecting

¹ The I-HELP categories are: Income, Housing and utilities, Education and employment, Legal status, and Personal and family stability.

this data and entering it into the spreadsheet. The supervisory attorney will monitor the data collected to ensure consistency.

On a quarterly basis, de-identified client data collected in both LE and the “curbside consult” spreadsheet will be provided to Vermont Department of Health/ADAP in the Quarterly MLP Utilization Data Set. This data will be extracted from LE and the spreadsheet by the supervisory attorney and the VLA administrative staff and provided in the quarterly report required by the Grant Agreement. It is anticipated that each quarterly report will contain both quarterly and fiscal year-to-date data.