

From: [Mishaan, Jessica](#)
To: vtprivateye@gmavt.net
Subject: response to public records act request
Date: Friday, November 16, 2018 3:22:24 PM
Attachments: [2018-11-16 London response to Randall w docs.pdf](#)

Ms. Randall,

Please find the attached response to your public records act request.

Thank you,

Jessica Mishaan | Paralegal

Office of the Attorney General | General Counsel and Administrative Law Division
109 State Street Montpelier, VT 05609-1001
p (802) 828-5500

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THOMAS J. DONOVAN, JR.
ATTORNEY GENERAL

JOSHUA R. DIAMOND
DEPUTY ATTORNEY GENERAL

WILLIAM E. GRIFFIN
CHIEF ASST. ATTORNEY GENERAL



STATE OF VERMONT
OFFICE OF THE ATTORNEY GENERAL
109 STATE STREET
MONTPELIER, VT
05609-1001

TEL: (802) 828-3171
FAX: (802) 828-3187
TTY: (802) 828-3665

<http://www.ago.vermont.gov>

November 16, 2018

Susan Randall
Via email to: vtprivateye@gmavt.net
VTPrivateeye, LLC
P.O. Box 122
Burlington, VT 05402

Re: Public Records Request

Dear Ms. Randall:

I write in response to your public records act request dated November 9, 2018. Attached please find potentially responsive records of the Attorney General's Office. If the Attorney General's Office becomes aware of additional potentially responsive records, we will follow up.

If helpful to you, please note that the Attorney General's Office is not the custodian of records of other agencies. If you have not already, based on publicly available information, you may wish to follow up with the Department for Children and Families and/or the Caledonia State's Attorney Office.

We hope the above information is helpful to you.

Sincerely,

/s/ Sarah E.B. London
Sarah London
Assistant Attorney General

STATE OF VERMONT CONTRACT SUMMARY AND CERTIFICATION ----- Form AA-14 (7/1/2016)

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

I. CONTRACT INFORMATION:

Agency/Department: AHS/ DCF / Child Development Division **Contract #:** 35319 **Amendment #:**
Vendor Name: Sunrise Family Resource Center **VISION Vendor No:** 43367
Vendor Address: 244 Union Street, Bennington, VT 05201-2407
Starting Date: 1/1/2018 **Ending Date:** 6/30/2019 **Amendment Date:**
Summary of agreement or amendment: Provision of CIS Fully Integrated services

II. FINANCIAL & ACCOUNTING INFORMATION

Maximum Payable: \$895,297.50 Prior Maximum: \$ Prior Contract # (If Renewal):
 Current Amendment: \$ Cumulative amendments: \$ % Cumulative Change:
Business Unit(s): ; ; - [notes:] **VISION Account(s):** ;
 Estimated Funding Split: % GF % SF % EF % Other (name)
 % TF % GC % FF

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

A. The agency has taken reasonable steps to control the price of the contract and to allow qualified organizations to compete for the work authorized by this contract. The agency has done this through:
 Standard Bid/RFP Simplified Sole Source Qualification Based Selection Statutory

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

IV. TYPE OF AGREEMENT (select all that apply)

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

V. SUITABILITY FOR CONTRACT FOR SERVICE

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

VI. CONTRACTING PLAN APPLICABLE

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

VII. CONFLICT OF INTEREST

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

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

VIII. PRIOR APPROVALS REQUIRED OR REQUESTED

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

IX. AGENCY/DEPARTMENT HEAD CERTIFICATION; APPROVAL

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

| | | | |
|----------------|---|----------------|---|
| | e-Signed by Reeva Murphy on 2017-12-19 22:09:15 GMT | | e-Signed by Martha Maksym on 2017-12-26 18:53:24 GMT |
| 1-Date | 1-Agency/Department Head | 2-Date | 2-Agency Secretary (if required) |
| | e-Signed by John Quinn on 2017-12-28 02:05:54 GMT | | |
| 3a-Date | 3a-CIO | 3b-Date | 3b-CMO |
| | | 3c-Date | 3c-Commissioner DHR |
| | e-Signed by Jesse Moorman on 2017-12-21 21:32:15 GMT | | e-Signed by Bradley Ferland on 2017-12-29 18:36:36 GMT |
| 4-Date | 4-Attorney General | 5-Date | 5-Secretary of Administration |

e-Signed by Diane Nealy
on 2017-12-26 11:47:39 GMT

e-Signed by Darin Prail
on 2017-12-26 16:49:39 GMT

e-Signed by peter kipp
on 2017-12-27 10:18:20 GMT

e-Signed by Kelly Murphy
on 2017-12-29 16:30:37 GMT



**Department for Children and Families
Child Development Division**

280 State Drive, NOB1 North
Waterbury, VT 05671-1040

[phone] 802-241-3110
[toll free] 800-649-2642

Agency of Human Services

<http://dcf.vermont.gov/cdd>

MEMORANDUM

TO: Susanne Young, Secretary of Administration

FROM: Reeva Sullivan Murphy, Deputy Commissioner

Tim Cutler
For Reeva

DATE: November 17, 2017

RE: Qualifications-Based Vendor Justification
SFY 2018 CIS Fully Integrated Contracts

This memo justifies a performance-based, qualifications-based contract to support the work of Children's Integrated Services (CIS), which provides developmental, health, and social-behavioral services to pregnant and post-partum women, children from birth to age 6, their families, and child care programs. These direct services are delivered through contracts with our community partners and overseen and funded by the Department for Children and Families, Child Development Division. *Refer to the attached Contracting Waiver Plan for more information.*

| Contractor | Contract # |
|------------------------------------|-------------------|
| Rutland Visiting Nurse Assn | 35316 |
| Lamoille Family Center | 35317 |
| Winston Prouty Ctr for Child Dev't | 35318 |
| Sunrise Family Resource Ctr | 35319 |
| Northeast Kingdom Human Services | 35320 |
| The Family Place | 35321 |
| Howard Center | 35322 |
| Springfield Parent Child Center | 35323 |

Please contact Tim Cutler, Timothy.Cutler@vermont.gov, 802-241-0806 should you need any additional information.



State of Vermont
Agency of Digital Services
133 State Street, 5th Floor
Montpelier, VT 05633-0210

Agency of Administration

[phone] 802-828-4141

MEMO

Date: 12/15/2017

To: John Quinn - CIO

VIA: Jon Provost

From: ADS Procurement Advisory Team (PAT)

Subject: DCF Child Development Division (CDD) SFY18 Contract Template which involves 8 Contracts – 35316-Rutland, 35317-Lamoille, 35318-Winston Prouty, 35319-Sunrise, 35320-NEKHS, 35321-Family Place, 35322-Howard, 35323-Springfield

The Child Development Division (CDD) Children's Integrated Services (CIS) provides health promotion, prevention, and early intervention services to pregnant and postpartum woman, infants and children birth to age six their families and child development providers. The requirement is to ensure all client specific information is stored and shared in a secure, HIPPA and FERPA compliant manner.

The Pat team in the discussion stated this contract will not be IT, however HIPPA Data is included and as such attachment E is in included.

The AGO had stated attachment D is not always needed as attachment E and C has same crossover to attachment D and no attachment D is needed in these eight contracts.

There are 8 contracts that will part of the memo and only one memo is needed for all 8 contracts.

Each contract has a Total Bundled Services 18-month Contract Ceiling Not to Exceed a certain maximum and each one has a different maximum amount.

The PAT team had no objections with this request.

e-Signed by peter kipp
on 2017-12-27 10:18:20 GMT



ADS Review Verification Sheet

| | |
|----------------------|--|
| Project Name: | Child Development Services CIS Contract Template |
| Agency/Dept. | AHS /CDD |

ADS Reviewer Summary & Sign-off

| Reviewer | ABC Review | | | |
|-------------------------|------------------|---------------|-----------------------|--|
| | Reviewer Name | Date Received | Date Review Completed | Ok to Proceed to with project from Reviewer's perspective? |
| EPMO/OPM | Rick Steventon | | | |
| Enterprise Architecture | John Hunt | | | |
| Security | Glenn Schoonover | | | |
| IT Leader | | | | |
| CTO | Mark Combs | | | |
| Deputy Secretary | Shawn Nailor | | | |
| CIO | John Quinn | | | Date e-signed approval: |

| | RFP | | | |
|---------------------------|-------------------------------|---------------|-----------------------|---|
| | Reviewer Name | Date Received | Date Review Completed | Ok to Post RFP from Reviewer's perspective? |
| IT Contracting Specialist | Peter J Kipp/Jonathan Provost | | | |
| EPMO/OPM | | | | |
| Enterprise Architecture | John Hunt | | | |
| Security | Glenn Schoonover | | | |
| IT Leader | | | | N/A |
| Data Management Officer | Andrew Laing | | | |
| CTO | Mark Combs | | | |
| Deputy Secretary | Shawn Nailor | | | |
| CIO | John Quinn | | | Date e-signed approval: |

| | Independent Review | |
|---------------------------------|--------------------|------|
| | Response | Date |
| CIO Approved IR Report | | |
| CIO Approved Project to Proceed | | |

| | Gartner Review | | | |
|-------------------------------|------------------|--------------|-------------|---------------------------|
| | Business Process | Inquiry Date | Review Date | Business -Completion Date |
| Inquiry - RFI | | | | |
| Document Review - RFP/Generic | | | | |
| Contract Review | | | | |

| | Contract | | | |
|---------------------------|--------------------------|---------------|-----------------------|--|
| | Reviewer Name | Date Received | Date Review Completed | Ok to Sign Contract from Reviewer's perspective? |
| IT Contracting Specialist | Peter J Kipp/Jon Provost | 12/8/2017 | 12/14/2014 | Yes |
| EPMO/OPM | Rick Steventon | 12/8/2017 | | |
| Enterprise Architecture | John Hunt | 12/8/2017 | 12/14/2017 | Yes |
| Security | Glenn Schoonover | 12/8/2017 | 12/8/2017 | Yes |
| IT Leader | Darin Prail | 12/8/2017 | | |
| Data Management Officer | Andrew Laing | 12/8/2017 | 12/14/2017 | Yes |
| CTO | Mark Combs | 12/8/2017 | 12/14/2017 | Yes |
| Deputy Secretary | Shawn Nailor | 12/8/2017 | | |
| CIO | John Quinn | 12/8/2017 | | Date e-signed approval: |

| | |
|-----------------|---|
| To: | Secretary of Administration |
| From: | AHS DCF Child Development Division, Children's Integrated Services (CIS) |
| Subject: | Bulletin 3.5 Contracting Waiver Plan |

The development of a Contracting Waiver Plan is provided for in *Administrative Bulletin 3.5 ~ Procurement and Contracting Procedures ("Bulletin")*. The following outlines such waiver(s)/modification(s) to the requirements of the Bulletin for which the agency/department listed above requests approval from the Secretary of Administration.

| Item # | Bulletin 3.5 Section, and Title | Waiver(s)/Modification(s) Requested: | Justification and Acceptable Alternative | Date Approved |
|---|---|---|--|----------------------|
| <p><i>Note: "Tabbing" through the last column/row of the table will add an additional row; keep "tabbing" to add more rows.</i></p> | | | | |
| 1.0 | VII. Competitive Bidding and Thresholds | DCF's Child Development Division (CDD) Children's Integrated Services (CIS) is requesting a permanent waiver from the RFP requirement for the vendors providing bundled or fully-integrated contracts | <p>Children's Integrated Services' (CIS) fully-integrated performance and qualifications-based (a.k.a. "bundled") contracts allow a more collaborative approach to providing developmental, health, and social-behavioral services to pregnant and post-partum women, children from birth to age 6, their families, and child care programs statewide. http://cispartners.vermont.gov/</p> <p>These direct services are delivered through Fully Integrated or bundled contracts. Each contractor serves as a fiscal agent for: Nursing, Family Support, Early Childhood and Family Mental Health, Specialized Child Care and Part C / Early Intervention of the Individuals with Disabilities Education Act (IDEA) region for their region of the state.</p> <p>Three contractors were selected starting in 2010 through a rigorous, comprehensive, collaborative and community-driven process over several months. The five additional regions were brought on-board over the next three years using the same comprehensive community process. In each region of the state, providers of CIS services and local leadership agreed among themselves on the organization best able to meet the unique staffing and administrative requirements to provide these services effectively and efficiently.</p> <p>The waiver is being requested because CIS services can only be delivered by organizations</p> | 04/21/2017 |

| | | | | |
|------------|--|---|---|------------|
| | | | <p>and providers with specific expertise and qualifications in early childhood development and working with pregnant and post-partum women. CIS oversees the contracts and monitors the services provided as well as the qualifications of the providers. The contractors are well-established within the community as a resource and service provider for pregnant women and parents of young children, and have been historically providing these services.</p> <p>A formal bidding process could cause harm to Vermont families and children. This is an integrated system of services. Each service requires a license, specific educational degree or certification to be able to provide these CIS services. There are a very limited number of professionals within the state of Vermont that would have the required level of education, training, and expertise to work within CIS. Therefore, the likelihood of the State receiving complete and comprehensive bids is minimal. Without these services, children and families who need these services would be unable to access the services and support they require.</p> <p>Attachments to this request:</p> <ol style="list-style-type: none"> 1. Narrative description of Community Process for determining a CIS Fiscal Agent 2. Sample Governance Agreement (for Hartford) 3. CIS Community Partnership Agreement (for Hartford) 4. CIS Fiscal Model Requirements from CIS Guidance | |
| 2.0 | VII. Competitive Bidding and Thresholds | DCF's Child Development Division (CDD), Children's Integrated Services (CIS) requests at permanent waiver from RFP requirement for UVM Center on Disability and Community Inclusion (CDCI) for Individuals | Vermont's Individuals with Disabilities Education Act (IDEA) Part C Early Intervention services are administered by DCF's Child Development Division (CDD), Children's Integrated Services (CIS). http://education.vermont.gov/sites/aoe/files/documents/edu-state-board-rules-series-2360.pdf <p>These services are provided to children aged birth to three with a developmental disability or a diagnosed medical condition that could result in a development delay. These services are mandated under IDEA.</p> | 04/21/2017 |

| | | | | |
|--|--|---|--|--|
| | | <p>with Disabilities Education Act (IDEA) Part C Early Intervention contracts</p> | <p>The University of Vermont's Center on Disability and Community Inclusion (CDCI) supports Vermont's statewide system, including 200 service providers.</p> <p>UVM's CDCI is the sole resource in Vermont because it is identified by the federal Office of Special Education Programs as part of a national network of University Centers for Excellence in Developmental Disabilities (UCEDDs) with the directive to provide technical assistance support to Vermont's IDEA Part C Early Intervention program. CDCI is a vital resource and support in the areas of education, research and services relative to the needs of individuals with developmental disabilities.</p> <p>http://www.uvm.edu/~cdci/</p> <p>Specific support and services CDCI offers to the State of Vermont:</p> <ol style="list-style-type: none"> 1. CDCI has the staff and resources to assist DCF's CDD in the analysis of statewide data for several federal reports due annually to the federal Office of Special Education programs. 2. It serves as a resource in the interpretation and implementation of IDEA Part C in Vermont across the state. 3. CDCI provides technical assistance to CDD and, as requested, directly to regional programs regarding maintaining federal compliance. 4. Participates in the monitoring of early intervention programs that provide direct services to families and children. 5. CDCI staff are under contract to lead the Comprehensive System of Professional Development (CSPD) with State staff on an ongoing basis and the CSPD is a federal requirement under IDEA Part C rules. They provide us a linkage to a higher education institution that is valuable to the State and its partners to continually improve quality. | |
|--|--|---|--|--|

| | | | | |
|-----|--|--|---|--------------|
| 3.0 | Contract Amendment #1 to Contract 31299, Visiting Nurse Assn of Chittenden-Grand Isle | Waiver of requirement that contract amendment includes the most current Attachment C & F. | Contract amendment is pending for period <u>Jun 31, 2017, through June 30, 2017</u> , and is needed to ensure proper payment to contractor for services provided through June 30, 2017. Attachment C & F included in original contract will apply. | May 1, 2017. |
| 4.0 | Contract Amendment #2 to Contract 31299, Visiting Nurse Assn of Chittenden-Grand Isle | Waiver of requirement that contract amendment includes the most current Attachment C & F. | Contract amendment is pending for period <u>July 1, 2017, through December 31, 2017</u> , and is needed to ensure proper payment to contractor for services provided through December 31, 2017. Attachment C & F included in original contract will apply. | May 30, 2017 |
| 1.1 | VII. Competitive Bidding and Thresholds | DCF's Child Development Division (CDD) Children's Integrated Services (CIS) is requesting a one year waiver from the RFP requirement for the Family Center of Washington County & Washington County Mental Health | <p>The contracts to these two providers supports the work of the Children's Integrated Services (CIS) (Waiver 1.0 above). The services provided are comparable to the services provided by the CIS bundled providers noted within Waiver 1.0. The justification for allowing these contracts to not be put out to bid is identical to the justification for the bundled contracts noted above.</p> <p>Though the services provided by these two providers are the same, these providers have not been bundled and therefore they bill for their services and track their deliverables in a different manner than the bundled providers noted in Waiver 1.0.</p> <p>"Bundling" of CIS-EI services in Washington County which will result in one contract for the entire region is pending completion using the same comprehensive community process that was detailed in Waiver 1 above. The bundling of services within this region is pending with an anticipated completion date prior to the end of SFY 2018. Bundling is dependent upon the results of the pending approval of a case rate methodology from the Center for Medicaid Services.</p> | |

| | | | | |
|--|--|--|--|--|
| | | | It is our intention to cancel these contracts and issue a new bundled contract as soon as both the community review process is completed and CMS | |
|--|--|--|--|--|

This document represents the complete Plan, including all common waiver(s)/modification(s) requested. Should addition modification be requested, this document shall be resubmitted, in its entirety, including the additional requested items. Prior approval of an item by the Secretary of Administration does not ensure automatic re-approval. The Plan shall remain in effect until such time as a revised Plan is submitted, the Bulletin is reissued, or upon repeal by the Secretary of Administration. A copy the Approved Plan must be maintained and available for audit purposes. Individual one-time waivers should not be included in this Plan.

| Submitted By: Agency/Department Appointing Authority | | Approved as noted by: Secretary of Administration or Designee | |
|--|-------|---|-------|
| Name: | Date: | Name: | Date: |
| Signature: e-Signed by Reeva Murphy on 2017-06-17 21:36:44 GMT | | Signature: e-Signed by Bradley Ferland on 2017-07-07 13:29:13 GMT | |

e-Signed by Martha Maksym
on 2017-06-19 14:56:36 GMT

e-Signed by Jean Stetter
on 2017-06-28 14:31:20 GMT

e-Signed by Judith Morse
on 2017-06-19 13:08:42 GMT

STATE OF VERMONT CONTRACT
DEPARTMENT FOR CHILDREN AND FAMILIES
SUNRISE FAMILY RESOURCE CENTER

Page 1 of 74
Contract # 35319

1. **Parties.** This is a contract for services between the State of Vermont, Department for Children & Families, Child Development Division (hereafter called "State"), and Sunrise Family Resource Center, with a principal place of business at 244 Union Street, Bennington, VT 05201 (hereafter called "Contractor"). The Contractor's form of business organization is a corporation. The Contractor's local address is the same. It is the Contractor's responsibility to contact the Vermont Department of Taxes to determine if, by law, the Contractor is required to have a Vermont Department of Taxes Business Account Number.
2. **Subject Matter.** The subject matter of this contract is services generally on the subject of provision of CIS Fully Integrated Services. Detailed services to be provided by the Contractor are described in Attachment A.
3. **Maximum Amount.** In consideration of the services to be performed by Contractor, the State agrees to pay Contractor, in accordance with the payment provisions specified in Attachment B, a sum not to exceed \$895,297.50.
4. **Contract Term.** The period of Contractor's performance shall begin on January 1, 2018, and end on June 30, 2019. This contract may be renewed for up to two one-year additional periods so long as services provided are satisfactory.
5. **Prior Approvals.** If approval by the Attorney General's Office or the Secretary of Administration is required, (under current law, bulletins, and interpretations), neither this contract nor any amendment to it is binding until it has been approved by either or both such persons.

Approval by the Attorney General's Office **is required**.

Approval by the Secretary of Administration **is required**. Agreement is covered by a Contracting Waiver Plan.

6. **Amendment.** No changes, modifications, or amendments in the terms and conditions of this contract shall be effective unless reduced to writing, numbered and signed by the duly authorized representative of the State and Contractor.
7. **Termination for Convenience.** This contract may be terminated by the State at any time by giving written notice at least **thirty (30) days** in advance. In such event, Contractor shall be paid under the terms of this contract for all services provided to and accepted by the State prior to the effective date of termination.
8. **Attachments.** This contract consists of 74 pages including the following attachments, which are incorporated herein:
 - Attachment A - Specifications of Work to be Performed
 - Attachment B - Payment Provisions
 - Attachment C - Customary State Contract provisions

ATTACHMENT A

Contractor shall adhere to all requirements documented within this attachment. Supporting information and explanations related to service delivery are provided within the Appendices of this document.

A. CIS COMMUNITY INFRASTRUCTURE

1. Contractor shall be responsible for reporting monthly to the CIS administrative team on the submission of all claims, paid, denied and in suspension and to track the drawdown of the contract allocation for both Medicaid and Non-Medicaid claims. If the contractor in conjunction with its subcontractors fails to meet the minimum number of Medicaid clients to be served over the course of any year, the Contractor shall not be able to draw down the total funding amount available to them under the terms of this contract. The State shall only provide funding to the Contractor that is commensurate with the rate and the minimum case levels seen, up to the capped amount noted.
2. Contractor shall be responsible insuring that all required services within the region, provided either by the Contractor directly or through subcontracts with other providers, are in compliance with all requirements and specifications set forth in Appendices 1 – 4.
 - a. Contractor must ensure they provide adequate staffing to meet the minimum qualifications outlined in Appendix 1 section E. CIS Community Infrastructure.
3. All Contractor staff and that of any subcontractors funded through CIS must adhere to the full provisions of Attachments A, C, E, F, all Appendices and the following:
 - a. regularly access the CDD CIS Website (<http://cispartners.vermont.gov/>), CIS Blog <http://cisvt.wordpress.com/author/childrensintegratedservices/>, and CIS Guidance Manual at <http://cispartners.vermont.gov/manual> for current information, forms, and guidance;
 - b. provide timely responses to information and data requests from the State related to the contract; and
 - c. ensure staff are knowledgeable about, and in compliance with, all requirements outlined in Attachments C, E, and F.
 - d. ensure all client-specific information is stored and shared in a secure, HIPPA and FERPA compliant manner as applicable (see Attachment F and <http://www2.ed.gov/policy/gen/reg/ferpa/index.html>).
4. The Contractor shall provide the designated State contract manager with a list of all proposed sub-contractors from which they plan to procure services related to the fulfillment of the specifications outlined in this contract prior to entering into any formal agreements. This list must be submitted to the State contract manager ***within 10 business days of receipt of this contract***. The State must confirm the sub-contractor's eligibility to receive federal and state funds. Full copies of any sub-contracts entered into by the

Contractor shall be submitted to the State contract manager before the end of the 1st quarter of the contract to allow the State to review and track the terms of the sub-contracted agreements.

5. Contractor shall ensure three functioning teams exist within their designated CIS region. The teams are convened to ensure the integration and coordinated delivery of high-quality health promotion, prevention and early intervention services for pregnant/postpartum women and children from birth to age six and their families. **Contractor must participate in the operation of regional CIS teams.** The Regional CIS teams consist of, at a minimum, representation from:
 - a. Maternal-Child Health;
 - b. Family Support Services;
 - c. Part C Early Intervention;
 - d. Early Childhood and Family Mental Health; and
 - e. Specialized Child Care.

Team Descriptions:

- a. The CIS Systems/Administrative Team – regularly scheduled meetings to discuss local systemic issues, and monitor and govern regional CIS activities. The Contractor shall participate in these meetings. Required activities of this team are noted in Appendix 1.
- b. The CIS Referral and Intake Team – at a minimum, attend weekly scheduled meeting to review referrals and intakes, identify initial primary service coordinators, and participate in determinations for Child Care Family Support Financial Assistance; and
- c. The CIS Consultation Team – meetings may be regularly scheduled or held as needed upon request of the client or client’s CIS team. This is a multi-disciplinary team that utilizes resources in the community to provide consultation services to CIS providers, with ad hoc membership as needed. The purpose of the consultation team is to discuss specifics about a client, without the client present, client consent must be obtained.

B. COMPREHENSIVE SCREENING, EVALUATION AND ASSESSMENT

Contractor shall:

1. promote the importance of universal developmental screening with families and providers;
2. ensure comprehensive initial evaluation to determine client eligibility, as applicable, and to identify service needs and goals; and
3. ensure ongoing client assessment to determine progress and any changes needed within the plan.

Required activities are provided in Appendix 1, Section H.

C. INTEGRATED SERVICES

Contractor shall insure the use of the One Plan as the single service plan for all CIS services and ensure that all client records at a minimum utilize the State approved CIS documentation (or elements of that documentation if an electronic data system is used). For services delivered in three (3) or fewer visits, the Consent for Initiation/Change/Continuation of Services, Services Grid and Outcomes Page (or equivalent electronic data sets) must be completed at a minimum.

D. PERFORMANCE MEASURES

Contractor shall report on the required performance measures noted in Appendix 1 Section K during the required reporting periods utilizing the most current reporting guidance.

Required data and narrative reports will be submitted by the Contractor and any entities servings as sub-contractors through the CIS Coordinator. The CIS Coordinator will submit a consolidated regional report to the State CIS team using the reporting template(s) provided by the State. In addition to performance measures, a revised reporting template which includes the data field to report numbers of referrals received within the region for the given reporting period will be transmitted annually by the State for processing.

E. PROGRAM ADMINISTRATION, EVALUATION:

The Contractor's performance shall be evaluated based on achieving the performance measures specified within Appendix 1 Section L. Funding levels for subsequent contracts may be based on achieving these performance measures.

Reporting Requirements:

The Contractor shall be responsible for overseeing data collection which will be coordinated by the CIS Coordinator to meet State reporting deadlines and be used to evaluate the region's performance. The Contractor and any entity servings as sub-contractors are responsible for timely reporting of all performance measure data, including any additional required data to the CIS Coordinator for administrative purposes. All required performance data and narrative semi-annual reports will be due to the CIS State Team Member listed in Appendix 1 Section L.

ATTACHMENT B
PAYMENT PROVISIONS

State of Vermont Payment Terms are Net 30 Days from Date of Invoice
Vermont State Fiscal Year Close-Out starts the last week of May / first week of June and runs through early July. During this period of time, no financial reports or invoices are processed for payment in the State of Vermont VISION system.

- I. The maximum dollar amount payable under this agreement is not intended to be guaranteed amount. The Contractor will be paid for products or services specified in Attachment A, or services performed, up to the maximum allowable amount specified in this agreement. The payment schedule for delivered products, or rates for services performed, and any additional reimbursements, are included in this attachment. The following provisions specifying payment are:
- II. For its part, in consideration of services delivered by the Contractor related to CIS bundled services, pursuant to this Contract, the State will render payment at the rate of **\$558.26** per client served per month.

Total Bundled Services 18-month Contract Ceiling Not to Exceed: \$895,297.50

The ongoing contract rate with its effective date shall be the most recent approved by the Agency of Human Services. The Contractor should monitor its expenditures and billing. No payment beyond the maximum total contract amount shall be made regardless of circumstance or Contractor work additional to that specified in this Contract Agreement.

Contractor will generate payments by submitting monthly electronic claims to DXC (the Department of Vermont Health Access' Medicaid fiscal agent) for children's integrated services provided the previous month. Claims will be billed under **CIS code T1024HU**. In order to draw down the maximum contract amount, Contractor will need to serve an average of **90 Medicaid-eligible children per month**.

All payments are contingent upon Contractor adherence to Attachment A and timely and accurate submission of data and other reports as prescribed in Section F of Contract Attachment A.

- III. Funding for the case rate payment will be comprised of two funding sources. **Medicaid funds will provide 84.4% of funding towards the approved case rate, with State General Funds providing the remaining 15.6%.** During the 18-month term of this contract, the Contractor must provide services to a total of **1,080** cases to receive the full amount of Bundled Services funding available under this contract.

The total funding provided to the Contractor not including any RTTT funding, will not exceed the total Bundled Services funding amount noted above. Should, over the term of the contract the Contractor exceed the average minimum number of required cases in any given payment period noted below, the State GF payments will be reduced proportionally to the additional Medicaid funding received through DXC billing. A final reconciliation of funding for all payment periods will be conducted at the end of the contract term.

IV. Payments will be provided using the following payment funding mechanisms:

For the contract service period 1/1/18 – 6/30/19, the Contractor will bill for CIS bundled services provided to Medicaid-eligible children, through the DXC system, at a fixed case rate of \$558.26 per client per month.

Other than basic claims information required to submit a claim to DXC, the Contractor shall send all data/narrative reports to Children's Integrated Services via one of the methods described below.

Please note that HIPAA prohibits the transmission of PHI data, and therefore, the State of Vermont cannot accept transmission of files that are sent unsecured containing PHI. Submission of such information must be submitted via one of these methods:

1. Mail to Children's Integrated Services, 280 State Drive, NOB 2N, Waterbury, VT 05671-1040
2. Fax to 802-241-0168
3. Global Scape online submission. (Secure login credentials provided by the Child Development Division to contractors.)

ATTACHMENT C: STANDARD STATE PROVISIONS
FOR CONTRACTS AND GRANTS
REVISED JULY 1, 2016

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 the 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. In the event the State withholds approval to settle any such claim, then the Party shall proceed with the defense of the claim but under those circumstances, the Party's indemnification obligations shall be limited to the amount of the proposed settlement initially rejected by the State.

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 in the event that 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.

The Party agrees that in no event shall the terms of this Agreement nor any document required by the Party in connection with its performance under this Agreement obligate the State to defend or indemnify the Party or otherwise be liable for the expenses or reimbursement, including attorneys' fees, collection costs or other costs of the Party except to the extent awarded by a court of competent jurisdiction.

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 the 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 the Contract, 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. Federal Requirements Pertaining to Grants and Subrecipient Agreements:

A. Requirement to Have a Single Audit: In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, 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 the case that this Agreement is a Grant that is funded in whole or in part by Federal funds, 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 the case that this Agreement is a Grant funded in whole or in part by Federal funds, in accordance with 2CFR 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.

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

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 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 23 ("Certification Regarding Use of State Funds"); Section 31 ("State Facilities"); and Section 32 ("Location of State Data").

- 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. Certification Regarding Use of State Funds:** In the case that 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.

24. **Conflict of Interest:** Party shall fully disclose, in writing, any conflicts of interest or potential conflicts of interest.
25. **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.
26. **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.
27. **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.
28. **Termination:** In addition to any right of the State to terminate for convenience, the State may terminate this Agreement as follows:
 - 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. **No Implied Waiver of Remedies:** A 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.

- 29. 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.
- 30. 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.
- 31. 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.
- 32. 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 continental United States, except with the express written permission of the State.

(End of Standard Provisions)

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

- 1. The insurance requirements contained in Attachment C, Section 8 are hereby modified:**

Remove:

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.

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

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

- 4. Reasons for Modifications:**

Contractor will not be providing transportation to clients of the State served under this contract.

ATTACHMENT E
BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“Agreement”) is entered into by and between the State of Vermont Agency of Human Services, operating by and through its Department for Children & Families, Child Development Division (“Covered Entity”) and Lamoille Family Center (“Business Associate”) as of January 1, 2018. This Agreement supplements and is made a part of the contract/grant to which it is attached.

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

The parties agree as follows:

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

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

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

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

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

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

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

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

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

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

3. **Permitted and Required Uses/Disclosures of PHI.**

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

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

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

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

identified in Section 3 must be of the minimum amount of PHI necessary to accomplish such purposes.

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

6. **Documenting and Reporting Breaches.**

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

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

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

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

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

8. **Providing Notice of Breaches.**

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

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

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

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

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

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

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

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

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

13. **Books and Records.** Subject to the attorney-client and other applicable legal privileges, Business Associate shall make its internal practices, books, and records (including policies and procedures and PHI) relating to the use and disclosure of PHI received from Covered Entity or

created or received by Business Associate on behalf of Covered Entity available to the Secretary of HHS in the time and manner designated by the Secretary. Business Associate shall make the same information available to Covered Entity, upon Covered Entity's request, in the time and manner reasonably designated by Covered Entity so that Covered Entity may determine whether Business Associate is in compliance with this Agreement.

14. Termination.

14.1 This Agreement commences on the Effective Date and shall remain in effect until terminated by Covered Entity or until all of the PHI provided by Covered Entity to Business Associate or created or received by Business Associate on behalf of Covered Entity is destroyed or returned to Covered Entity subject to Section 19.8.

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

15. Return/Destruction of PHI.

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

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

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

17. **Training.** Business Associate understands that it is its obligation to comply with the law and shall provide appropriate training and education to ensure compliance with this Agreement. If requested by Covered Entity, Business Associate shall participate in AHS training regarding the use, confidentiality, and security of PHI, however, participation in such training shall not supplant nor relieve Business Associate of its obligations under this Agreement to independently ensure compliance with the law and this Agreement.

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

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

18.2 Business Associate shall ensure that any Agent and Subcontractor to whom it provides Electronic PHI agrees in a written agreement to implement and use administrative, physical, and technical safeguards that reasonably and appropriately protect the Confidentiality, Integrity and Availability of the Electronic PHI. Business Associate must enter into this written agreement before any use or disclosure of Electronic PHI by such Agent or Subcontractor. The written agreement must identify Covered Entity as a direct and intended third party beneficiary with the right to enforce any breach of the agreement concerning the use or disclosure of Electronic PHI. Business Associate shall provide a copy of the written agreement to Covered Entity upon request. Business Associate may not make any disclosure of Electronic PHI to any Agent or Subcontractor without the prior written consent of Covered Entity.

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

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

19. Miscellaneous.

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

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

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

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

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

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

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

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

ATTACHMENT F

AGENCY OF HUMAN SERVICES' CUSTOMARY CONTRACT/GRANT PROVISIONS

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

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

Subcontracting for Medicaid Services: Notwithstanding any permitted subcontracting of services to be performed under this Agreement, Party shall remain responsible for ensuring that this Agreement is fully performed according to its terms, that subcontractor remains in

compliance with the terms hereof, and that subcontractor complies with all state and federal laws and regulations relating to the Medicaid program in Vermont. Subcontracts, and any service provider agreements entered into by Party in connection with the performance of this Agreement, must clearly specify in writing the responsibilities of the subcontractor or other service provider and Party must retain the authority to revoke its subcontract or service provider agreement or to impose other sanctions if the performance of the subcontractor or service provider is inadequate or if its performance deviates from any requirement of this Agreement. Party shall make available on request all contracts, subcontracts and service provider agreements between the Party, subcontractors and other service providers to the Agency of Human Services and any of its departments as well as to the Center for Medicare and Medicaid Services.

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

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

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

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

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

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

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

5. **Non-Discrimination:**

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

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

Party further shall comply with the non-discrimination requirements of Title VI of the Civil Rights Act of 1964, 42 USC Section 2000d, et seq., and with the federal guidelines promulgated pursuant to Executive Order 13166 of 2000, requiring that contractors and subcontractors receiving federal funds ensure 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 ensure protection and security of personal information, or of any personally identifiable information (PII), including the Security Breach Notice Act, 9 V.S.A. § 2435, the Social Security Number Protection Act, 9 V.S.A. § 2440, the Document Safe Destruction Act, 9 V.S.A. § 2445 and 45 CFR 155.260. As used here, PII shall include any information, in any medium, including electronic, which can be used to distinguish or trace an individual's identity, such as his/her name, social security number, biometric records, etc., either alone or when combined with any other personal or identifiable information that is linked or linkable to a specific person, such as date and place or birth, mother's maiden name, etc.

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

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

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

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

Division of Child Development, Department for Children and Families). See 33 V.S.A. §4919(a)(3) and 33 V.S.A. §6911(c)(3).

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

9. **Information Technology Systems:**

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

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

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

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

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

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

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

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

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

10. **Other Provisions:**

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

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

Failure to comply with the provisions of the federal law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity. The federal Pro-Children Act of 1994, however, does not apply to portions of facilities used for inpatient 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 ensure a drug-free workplace in accordance with 45 CFR Part 76.

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

AHS ATT. F 12.31.16

STATE OF VERMONT CONTRACT
 DEPARTMENT FOR CHILDREN AND FAMILIES
 SUNRISE FAMILY RESOURCE CENTER



Dept for Children & Families, Child Development Division
 Contract & Grant Attachment H: Financial Report & Request for Funds

| SECTION 1: CONTRACT OR GRANT INFORMATION (CDD Use) | | | | | | | | | | | | |
|---|------------------|--|---|---------|---------|--|------------------|-----------------------|----------------|------------------|--------|--|
| Contractor / Grantee | | | Payment Address (must match State of VT VISION) | | | | Agreement # | | Vendor # | | | |
| Contract / Grant Purpose | | | | | | | | | | Maximum Payable: | | |
| | | | | | | | | | | \$ 0.00 | | |
| Award Amount | Effective Date | Ant End Date | PO # | GL Unit | Asst | Fund | Dept ID | Program | Class | Project | Amount | |
| Original | | | | 03440 | | | 34003000 | | | | | |
| Amend1 | | | | 03440 | | | 34003000 | | | | | |
| Amend2 | | | | 03440 | | | 34003000 | | | | | |
| Amend3 | | | | | | | | | | | | |
| Amend4 | | | | | | | | | | | | |
| SECTION 2: INVOICING (Contractor / Grantee Use) | | | | | | | | | | | | |
| Invoice # | Amount Requested | Brief Description of Deliverables Completed (Required) | | | | | Report Attached? | Other Doc's Attached? | Invoice Period | | | |
| | | | | | | | | | Begin | End | | |
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| Total: | | \$ 0.00 | Balance Remaining: | | \$ 0.00 | Final Invoice? | | No | | | | |
| SECTION 3: CERTIFICATION & PAYMENT AUTHORIZATION | | | | | | | | | | | | |
| Contractor / Grantee Certification: The Contractor / Grantee Certifies that the invoiced amounts have been used (or for advanced funds, shall be spent) on allowable activities per the contract's / grant's Attachments A and B, and further agrees to produce the source documents upon which this invoice is based upon request. <i>(Mac users: click here for how-to video instructions for digital signature.)</i> | | | | | | State Program Manager Approval for Payment: The Contractor / Grantee requirements as set forth in the executed agreement's Attachments A and B which are necessary to facilitate this payment have been fulfilled. | | | | | | |
| Signature & Date Name _____ Title _____ Phone # _____ Email _____ | | | | | | Signature & Date Name _____ Title _____ Phone # _____ Email _____ | | | | | | |

SPECIFICATIONS OF WORK TO BE PERFORMED

A. PROGRAM BACKGROUND

The Child Development Division (CDD) Children's Integrated Services (CIS) provides health promotion, prevention, and early intervention services to pregnant and postpartum women, infants and children birth to age six (6) their families and child development providers. CIS services include:

1. Maternal-Child Health Nursing;
2. Family Support Services;
3. Part C Early Intervention;
4. Early Childhood and Family Mental Health; and
5. Specialized Child Care Supports (*through age 13).

CIS services are part of a consistent, comprehensive, and collaborative continuum of care across multiple types of providers and settings, through connections with high-quality health care and community support services. The goal is to improve the health and well-being of pregnant/postpartum women, infants and children, so that progress on maternal and child safety, family stability, and optimal healthy development is achieved.

B. SERVICE DESCRIPTION

1. Provide services to:
 - a. Pregnant/Postpartum women who desire support to stay healthy, and/or have questions about a condition or risk situation that affects their well-being.
 - b. Children whose parent or caregiver has questions or concerns about a suspected developmental delay or condition.
 - c. Families who have questions or concerns about their children's behavior, health, mental health, well-being, or providing a stable, healthy environment for their family.
 - d. Early Childhood/Child Care providers who enroll children with specialized health or developmental needs.
2. Provide services to pregnant/postpartum women, children, and their families, to support families through a systematic referral and intake process that leads to a multi-disciplinary and consultative team review, linking with other community resources as needed, comprehensive screening and assessment, identification of a primary service coordinator working with a client to develop functional outcomes, and regular reviews to assess progress and achievement of their goals to promote better outcomes for Vermonters.

3. Provide support to clients when transitioning from CIS services (such as when all goals are successfully met, to on-going services for women and their child/ren beyond sixty (60) days postpartum, at age three (3) for Part C Early Intervention, and beyond age six (6) for other services).
4. Provide support to child care providers working with children with specialized needs.
5. Services are provided by community-based organizations with qualified and supervised professionals in accordance with Appendix 2.
6. Home visiting services are provided using an evidence-based/informed model shall be delivered in accordance with standards adopted by the Home Visiting Alliance in response to Act 66: *An Act Relating to Home Visiting Standards*. Families shall have access to evidence-based, evidence-informed, and skilled home visiting support and services through CIS.
7. Service delivery and access to CIS services and supports are available year-round.
8. Recognize families are the expert on their and their child's strengths, areas of need and goals. Service providers partner with families from initial contact through transition from services.
9. Service delivery occurs in the natural environments of the families or children to the maximum extent possible, such as the home or a community-based program or setting identified by the family in order to support family or children's inclusion with typically developing peers.
10. Consultation and education services are available in order to build skills or capacity for providing high-quality care to children. Consultation and education services are provided to families, early childhood care and education programs, and individuals and organizations serving young children and their families.

C. SERVICE GOALS & OUTCOMES

The purpose of Children's Integrated Services is to:

1. ensure child and family access to high-quality child development services;
2. promote the health, social and economic well-being of the recipients of these services;
3. provide performance-based contracts for the provision of services to pregnant/postpartum women, children from birth to age six and their families;
4. ensure child and family access to health insurance and a medical and dental home;

5. ensure standardization of the CIS system with a particular emphasis on: infrastructure; outreach; referral and intake; universal screening at regular intervals; multidisciplinary evaluation and assessment; integrated services planning; coordinated service delivery and transition;
6. maintain a consistent, comprehensive and collaborative approach to service delivery including: coordinated delivery of direct services; consultation; group education; team and supervision time; and
7. ensure full participation of clients in all aspects of service planning and delivery as evidenced by the client's voice in all case documentation.

F. SPECIFICATIONS

CIS funding requires service providers to continually improve consistent and comprehensive collaboration around the early detection of health or developmental needs or delays, and to expand young children's access to Medicaid services to address these needs. This includes finding opportunities for community resource development through program planning, policy development and interagency coordination. Staff funded through CIS will support families' access to Medicaid insurance and Medicaid-covered services.

G. CIS COMMUNITY INFRASTRUCTURE

1. **Contractor** must ensure they provide adequate staffing to meet the following minimum qualifications:
 - a. carry out CIS outreach on an on-going basis;
 - b. provide centralized intake and referral;
 - c. participate in the development, implementation, governance, and evaluation of the CIS teams to ensure families get needed services in a coordinated and integrated manner;
 - d. ensure and support timely, accurate and complete data collection and reporting and maintenance;
 - e. ensure that all client records at a minimum utilize the State approved CIS documentation (or elements of that documentation if an electronic data system is used);
 - f. participate in the CIS Coordinator quarterly meetings, and other meetings required of the CIS Coordinator; and
 - g. regional participation in each scheduled Community of Practice call; and
 - h. participate in each scheduled integrated regional teleconference hosted by the CIS State team.
2. All CIS professionals must demonstrate competence and adhere to current best practices by participating in ongoing, annual professional development and regular supervision.

CIS supervisors will maintain a record of staff professional development for State review upon request. Staff can also elect to document their professional development through the Bright Futures Information System (BFIS). All professional development activities referenced in this contract count toward demonstration of competence.

3. All staff and subcontractors funded through CIS must adhere to the full provisions of Attachments A, C, E, F, all Appendices and the following:
 - e. regularly access the CDD CIS Website (<http://cispartners.vermont.gov/>), CIS Blog <http://cisvt.wordpress.com/author/childrensintegratedservices/>, and CIS Guidance Manual at <http://cispartners.vermont.gov/manual> for current information, forms, and guidance;
 - f. provide timely responses to information and data requests from the State related to the contract; and
 - g. ensure staff are knowledgeable about, and in compliance with, all requirements outlined in Attachments C, E, and F.
 - h. ensure all client-specific information is stored and shared in a secure, HIPPA and FERPA compliant manner as applicable (see Attachment F and <http://www2.ed.gov/policy/gen/reg/ferpa/index.html>).
4. All staff new to CIS shall successfully complete (with an 80% or better quiz score) on-line CIS training modules within 30 days of hire. These training modules are available on: <http://cispartners.vermont.gov>. These include, but are not limited to:
 - a. CIS Orientation (3 modules);
 - b. One Plan Orientation (5 modules);
 - c. Other modules as they become available;
 - d. On-line Mandated Reporter Training;
 - e. Early Intervention Orientation (8 modules) – Required for EI providers only; and
 - f. Basic Specialized Care Training (6 hours) - Required for Child Care Coordinators only; recommended for all other CIS service providers.
5. In addition to professional development required by the service provider's specialty, license or certification as outlined in the Appendices as well as trainings required to meet Federal and State requirements, all CIS staff shall attend and complete at least 10 additional clock hours of professional development activities annually from the following:
 - a. scheduled CIS Conference/Institute. Note that attendance may be limited by the State;
 - b. scheduled CIS Community of Practice Calls, which will be identified in advance as professional development by the State, and for which participants must complete an electronic evaluation at the conclusion of each call;
 - c. regionally sponsored trainings with a completion of an electronic evaluation, provided by the State, at the conclusion of each training;
 - d. relevant on-line CIS training modules;

- e. other professional development required by CIS State staff based on contract monitoring activities; and
 - f. other State-sponsored trainings, both core and discipline-specific trainings including, but not limited to:
 - i. Parents as Teachers (PAT);
 - ii. Maternal Early Childhood Sustained Home visiting (MECSH); and
 - iii. trainings related to the Early Intervention Certificate
6. CIS Coordinator and the CIS Childcare Coordinator staff are required to meet the minimum qualifications and perform the functions outlined in Appendix 2.
7. CIS Coordinator will be employed at least .5 FTE performing the following functions in addition to meeting the minimum qualifications and performing the functions and job responsibilities outlined in the Appendices:
- a. Responsible for the orientation of new team members to the CIS integrated system, including:
 - i. The function of the three CIS teams described in section 10 below;
 - ii. Team members' roles and responsibilities;
 - iii. Expectations for information and data sharing (including performance measure data and billing)
 - b. Collecting data and ensuring timely submission of required CIS performance measure data and narrative reports to the State;
 - c. Monitoring of CIS clients served within the region, identifying both Medicaid and non-Medicaid clients, and status of billing toward the regional allocation and communicating those data to Regional Administrative Team and the State Technical Assistance Liaison monthly;
 - d. Serving as liaison between the State CIS team, Regional CIS teams and other community partners and disseminating all State communications and documents to partners;
 - e. Ensuring they are aware of the Childbirth Education and other parent education resources in the community and sharing this information with CIS service providers;
 - f. Attending required CIS Coordinator meetings. If the Coordinator is unable to attend, a designee must attend in the Coordinator's stead; and
 - g. Ensuring representation by the region when required for scheduled CIS calls or meetings as indicated in the meeting invitation.
8. CIS Child Care Coordinator will be employed at least 1 FTE performing the following functions in addition to meeting the minimum qualifications and performing the functions and job responsibilities outlined.

- a. Bring every specialized child care referral (child, family, and child care provider-specific) to the weekly Referral and Intake team meeting to be shared to facilitate coordination across services;
 - b. hold primary responsibility, coordination, oversight and content expertise regarding the provision of specialized child care services and supports in accordance with section VI (5) of this contract;
 - c. Increase the quantity and quality of Specialized Child Care Providers in collaboration with the Child Development Division;
 - d. Provide in-person orientation and support to the regional DCF Family Services Division staff;
 - e. Coordinate and support the enrollment of children with protective services needs through ongoing communication with child care provider, Family Services Division and caregivers;
 - f. Provide technical support to specialized child care providers;
 - g. Attend scheduled CIS Child Care Coordinator meetings and related required training; and
 - h. Conduct on-site visits to child care programs to ensure it meets the standards for Specialized Child Care.
9. The required three functioning teams within each designated CIS region are convened to ensure the integration and coordinated delivery of high-quality health promotion, prevention and early intervention services for pregnant/postpartum women and children from birth to age six and their families. The Regional CIS teams consist of, at a minimum, representation from:
- f. Maternal-Child Health;
 - g. Family Support Services;
 - h. Part C Early Intervention;
 - i. Early Childhood and Family Mental Health; and
 - j. Specialized Child Care.

Team Descriptions:

- A. The CIS Systems/Administrative Team** – regularly scheduled meetings to discuss local systemic issues, and monitor and govern regional CIS activities. Activities of this team include:
- a. Development of a Governance Document. The Governance Document shall be reviewed and updated at least annually. These new and revised documents must be submitted to the State;
 - b. Supporting the contractor in monitoring the regional allocation, and ensuring actions are taken to ensure all clients who are eligible for and/or entitled to services, as informed through screenings and/or formal assessments and determined by the client's team, receive them in accordance with CIS timelines;

- c. monthly reports to the CIS systems / administrative team of the status of billing and paid claims toward the drawdown of the regional allocation by the end of this fiscal year;
 - d. participation in the development, implementation, governance, and evaluation of the regional CIS system to ensure families get needed services in a coordinated and integrated manner; and
 - e. CIS participation when appropriate in community initiatives addressing issues for children and families prenatally through age six.
- B. The CIS Referral and Intake Team** – at a minimum, attend weekly scheduled meeting to review referrals and intakes, identify initial primary service coordinators, and participate in determinations for Child Care Family Support Financial Assistance; and
- C. The CIS Consultation Team** – meetings may be regularly scheduled or held as needed upon request of the client or client’s CIS team. This is a multi-disciplinary team that utilizes resources in the community to provide consultation services to CIS providers, with ad hoc membership as needed. The purpose of the consultation team is to discuss specifics about a client, without the client present, client consent must be obtained.

H. OUTREACH

1. Regional CIS Outreach must target the following specific populations and organizations serving these populations:
 - a. Families who do not have homes;
 - b. Families living in rural areas;
 - c. Children whose families are considered “low income”, i.e., are unemployed, or below poverty guidelines;
 - d. Families/children who have witnessed crime, including domestic violence;
 - e. Wards of the State;
 - f. Families with a history of child abuse and neglect;
 - g. Native American families;
 - h. Families at-risk due to prenatal, maternal, newborn or child health conditions, e.g., maternal depression and substance abuse; pre-term birth, low birth weight infant, infant mortality due to neglect, infants/children who have been exposed to toxic substances during pregnancy;
 - i. First-time pregnant women at less than 28 weeks’ gestation who are eligible for the Nurse-Family Partnership where available; and
 - j. Children, and their families, experiencing health needs and/or delayed development.
2. Outreach activities will include, at a minimum, on-going efforts to strengthen and improve coordination of services through:
 - a. Education of and coordination with primary referral sources, such as families, public schools, hospitals, physicians, health care providers, medical homes, home health agencies, public health services, Family Services Division, Help Me Grow/2-1-1, and

- child care providers about the resources available through CIS and how to access them on an ongoing basis;
- b. Efforts to use the Child Find and referral system to identify children birth to age three with a developmental delay or a health condition that could result in a developmental delay; and
- c. Community resource development to improve access to services for pregnant/postpartum women and parents with young children.

Any materials used for outreach activities must be either produced by or submitted to the CIS State Team for review and approval prior to use.

I. REFERRAL AND INTAKE

Referral process must include, at a minimum:

1. Ensuring verbal consent is received and documented on the referral form for all referrals.
2. Ensuring coordination and minimal duplication across CIS services.
3. Managing incoming referrals, including:
 - a. With the team, discussing and identifying the appropriate CIS staff person who is initially assigned as the primary service coordinator, to conduct the initial intake and screening;
 - b. Triaging urgent care, defined as a mental health, Neo-Natal Intensive Care Unit (NICU) or other medical, child protection, or other high-risk situation that requires an immediate response;
 - c. Referring children birth to age three with developmental concerns who may be potentially eligible for a Part C Early Intervention evaluation within 2 business days; and
 - d. Making referrals for pregnant women eligible for the Nurse-Family Partnership (where available) to the home health agency by the end of the next business day or sooner).
4. Initial Contact (defined as two individuals talking with each other):
 - a. Contacting all referred pre-natal women, families or child care programs must occur within five business days from date of referral;
 - b. Exceptions: referrals for children birth to age 3 with a developmental concern are required to be reviewed by Part C Early Intervention and families contacted within 5 calendar days, which is the timeframe mandated under Federal law;
 - c. Informing individuals about CIS Services and the regional CIS processes and what to expect;
 - d. All attempts at contacting individuals referred shall be documented; and

- e. If unable to make contact according to this definition after 3 attempts, CIS providers must follow the CIS Guidance regarding "Lost to Contact" as found in <http://cispartners.vermont.gov/manual>.
5. Intake must include, at a minimum:
- a. Obtaining appropriate written authorization using the CIS-03 Authorization form, which can be found at http://cispartners.vermont.gov/sites/cis/files/Forms/CIS_Authorization_Form.doc;
 - b. Obtaining information listed on the CIS-02 Intake Form which can be found at http://cispartners.vermont.gov/sites/cis/files/Forms/CIS_Intake_Form.doc;
 - c. Verifying the client's contact information;
 - d. Obtaining insurance information by completing the CIS-02 Supplemental Form and social security numbers, if applicable;
 - e. Obtaining consent for evaluation, if applicable;
 - f. Obtaining Family Support Child Care Financial Assistance Supplemental Form information, if applicable; and
 - g. Consent for Services form must be signed before any CIS direct service is provided (nursing supports, specialized instruction, developmental education, parent education, Early Childhood and Family Mental Health (ECFMH) therapy or intervention, family support social work, consultation to families or child care providers, provider education).

J. COMPREHENSIVE SCREENING, EVALUATION AND ASSESSMENT

Required activities include, at a minimum:

1. Refer to the following list to identify State approved comprehensive screening, evaluation and assessment tools that address physical, psycho-social, developmental and environmental health, including both protective and risk factors:
http://cispartners.vermont.gov/sites/cis/files/Tools/CIS_approved_developmental_screening_tools.pdf
2. Obtain consent from the family/client prior to conducting any screening, evaluation and assessment;
3. Ensure all evaluation and assessment activities include a review of and incorporation of relevant information such as observations, interviews, and information received from sources such as the family, health care provider, child care provider, other state agencies or programs, or others involved with the child and family;
4. Communicating all screening, evaluation, and assessment results to the family, the rest of the team and the referral source when appropriate;
5. Identifying the need for any additional specialized assessment and ensuring documentation of this on the client's plan;
6. Scheduling a multidisciplinary review by the team; and
7. Accessing additional expertise when necessary.

K. INTEGRATED SERVICES

Services must be provided using the One Plan as the single service plan for all CIS services and ensure that all client records at a minimum utilize the State approved CIS documentation (or elements of that documentation if an electronic data system is used). For services delivered in three (3) or fewer visits, the Consent for Initiation/Change/Continuation of Services, Services Grid and Outcomes Page (or equivalent electronic data sets) must be completed at a minimum.

Service providers should identify and work with the strengths and capabilities of child care programs, pregnant women, or families and their children. Appropriate use of the One Plan requires partnering with families or child care programs, and service providers in plan development and creating plan goals that are specific, measurable, achievable, relevant and time-bound, and which are meaningful to the pregnant woman, family or child care program. Activities and strategies to achieve the goals and outcomes define the work that takes place between the service provider(s) and the pregnant woman, family or child care program.

L. SERVICE DELIVERY

All CIS service delivery must include a focus on outreach to eligible individuals, informing them about Medicaid benefits, performing assessments, assisting individuals to develop a One Plan with clear, measurable goals, monitoring and follow-up activities, and facilitation of family connections with other community supports to promote wellness. Details of service delivery can be found in Appendix 3.

K. PERFORMANCE MEASURES

Required data and narrative reports will be submitted by any sub-contractors through the CIS Coordinator. The CIS Coordinator will submit a consolidated regional report to the State CIS team using the reporting template(s) provided by the State. In addition to performance measures, a revised reporting template which includes the data field to report numbers of referrals received within the region for the given reporting period will be transmitted annually by the State for processing. Performance measures include:

1. Increase in the percentage of those served by CIS who achieve one or more outcomes (plan goals) by the annual review or exit from all CIS services (whichever is earliest);
Rationale – The State expects that the achievement of outcomes (plan goals) is a valid measure of client progress.
2. Increase in the percentage of those served by CIS within timelines documented in the CIS Appendix 4: Timeline of this contract;
Rationale – Timely provision of services is the State's expectation and linked to better outcomes for clients.

3. Decrease in the percentage of those served by CIS who exit the program due to lost to follow-up;
Rationale – The State expects that by partnering with clients, CIS will increase family/client engagement in service provision, which leads to better outcomes for clients.
4. Decrease or no increase in the average number of service professionals interacting directly with clients.
Rationale – The State expects the use of the CIS model, including the effective use of the referral/intake and consultation teams to maximize multidisciplinary views and decrease the number of providers serving an individual client.
5. Using the direct and indirect encounter reporting form and guidance and report quarterly to the state office the number of direct and indirect encounters provided by CIS staff.
Rationale – Collection of this data will provide information on actual encounters with clients in CIS and provide information for potential funding increases and provide clear information on the work of CIS for leadership and the legislature.
6. Increase the number of CIS referrals received directly by CIS Coordinator from a primary referral source
Rationale- Increasing the number of referrals made directly to the CIS Coordinator is an indicator of increased awareness in the Community of CIS as a comprehensive source for early childhood services.

The performance measure data will be collected, analyzed, and disseminated by CDD.

L. PROGRAM ADMINISTRATION, EVALUATION:

The Contractor's performance will be evaluated based on achieving the performance measures specified in this contract. Funding levels for subsequent contracts may be based on achieving these performance measures.

Reporting Requirements:

Data collection will be coordinated by the CIS Coordinator to meet State reporting deadlines. All contractors and sub-contractors are responsible for timely reporting of all performance measure data, including any additional required data to the CIS Coordinator for administrative purposes.

1. Performance Data and narrative semi-annual reports will be due to the CIS State Team Member listed in Appendix 2:
 - a. **On August 31** for the reporting period January 1 through June 30
 - b. **On February 28** for July 1 through December 31
 - c. **On August 31** for the reporting period January 1 through June 30

2. Direct and Indirect Encounter data purpose, guidance and forms can be found in the CIS Guidance Manual, Chapter 16. These data will be due quarterly on:
 - a. **January 31** for the reporting period: October 1 through December 31
 - b. **April 30** for the reporting period: January 1 through March 31
 - c. **July 31** for the reporting period: April 1 through June 30
 - d. **October 31** for the reporting period July 1 through September 30
 - e. **January 31** for the reporting period October 1 through December 31
 - f. **April 30** for the reporting period January 1 through March 31
 - g. **July 31** for the reporting period April 1 through June 30

3. Data collection and reporting:
 - a. Quality assurance processes must be in place to ensure the provision of accurate, unduplicated and complete data. Client documentation must be maintained in accordance with Medicaid/HIPAA confidentiality requirements and records retention policies. Any edits or deletions to documentation must be made without obliterating text. All changes must be initialed and dated. All documentation must be legible, dated, and signed with the practitioner's credentials. Documentation shall include the following information at a minimum:
 - ii. Participant Name;
 - iii. Medicaid ID;
 - iv. Service Provider signature, to include the provider's full name, credentials, and signed date;
 - v. Diagnosis when applicable;
 - vi. Date of service;
 - vii. Service description;
 - viii. Record of the client/family's perspective on needs, goals, interventions and topics relevant to outcomes; and
 - ix. Progress notes need to be in compliance with AHS requirements and should identify:
 - Summary of major content or intervention themes consistent with treatment goals;
 - Objective staff observations made of the individual or client responses to interventions;
 - Assessment of progress toward treatment goals;
 - Ongoing needs for continued intervention and plans for next steps.
 - Performance goals/outcomes for individual clients served.

 - b. Data must be managed manually or through the use of the organization's data system until such time as the State can provide an operational data system.
 - c. Performance data will be submitted to CIS using the template and guidance provided by the State.
 - d. Part C Early Intervention services must submit additional data as indicated in Appendix 3 to comply with required federal and State reporting.

- e. Resumes identifying the qualifications for the CIS Coordinator(s), CIS Child Care Coordinator(s), and CIS direct service providers will be available upon request. Contractors seeking a waiver to the minimum qualifications outlined in Appendix 2 must submit documentation and a request for a waiver to the Region's CIS State Team Technical Assistance Liaison in accordance with the waiver process available within the CIS Guidance Manual located at <http://cisparkers.vermont.gov/manual>.
- f. The Contractor will provide the name and contact information of each sub-contractor performing any component of the work identified in this CIS contract. The Contractor will ensure sub-contractors are available for contract monitoring by the State. The State will notify the Contractor of any monitoring activities, including monitoring of sub-contractors. Copies of documents produced as a result of any State monitoring of sub-contractors will be shared with the Contractor.

Narrative reporting shall address the following:

1. What has worked well in CIS? Why did it work well? Please provide a family story that illustrates why it worked well.
2. What hasn't worked well in CIS? What were the barriers? Why didn't it work well? Please provide a family story that illustrates the issues. Please provide recommendations that could address the issue.
3. Report any novel, innovative and successful initiatives taken in any arena (such as: quality, teaming, services, system, fiscal, or data sharing) in your region?

APPENDIX 2 – JOB DESCRIPTIONS

INTRODUCTION

Professional standards or competencies are the foundation of the CIS professional system.

Professional standards and competencies are used:

- As the self- assessment in an IPDP (Individual Professional Development Plan)
- To provide common expectations and language
- To plan and assess professional development activities and curricula (our shared work)
- To develop job descriptions and performance evaluations
- To structure supervision and mentoring.

The CIS professional standards recommended for **all staff roles** within the CIS program include the following knowledge areas:

1. **Philosophy and Professional Orientation** – Professionals show knowledge of using a family-centered, strengths and outcomes based collaborative approach for delivering services and supporting children and families.
2. **Family Systems** – Professionals demonstrate knowledge of family characteristics, factors impacting family functions and strategies for supporting families.
3. **Child Development** – Professionals use their knowledge of child development and the factors affecting development in their work with young children and their families.
4. **Assessment** – Professionals use their knowledge of assessment to inform the One Plan process.
5. **Addressing Challenges**- Professionals demonstrate knowledge of risk and resiliency factors, the use of strategies for working with vulnerable populations and ways to promote effective transitions.
6. **Systems Resources** – Professionals have knowledge of resources, systems, laws, policies and procedures.

For more information go to the following website <http://northernlightscdc.org/career-pathways/professional-competencies-and-standards/ecfmh-competencies/>

In addition to these core knowledge areas, there are minimum qualifications for education and experience for each CIS role outlined in the following pages. Specific knowledge and experiences for each role are also provided because the expertise of CIS Coordinators, Child Care Coordinators, and Nurse, Family Support, Early Childhood and Family Mental Health, and Early Intervention professionals supports the provision of high-quality CIS services.

I. Children's Integrated Services (CIS) Coordinator

Basic Functions

The CIS Coordinator provides leadership to the regional CIS system of care in all aspects of systems development, service delivery, professional development, financing, data collection and evaluation for the CIS array of services (Early Intervention, Family Support, Nursing, Specialized Child Care and Early Childhood and Family Mental Health), with the goal of supporting families in accessing needed services in an coordinated and integrated manner. The CIS Coordinator serves as a liaison between the Department for Children and Families Child Development Division and regional CIS service providers and teams.

Duties & Responsibilities

Systems Development

- Facilitates development, implementation and evaluation of the region's CIS system of care. Promotes a shared vision for the integration of services for children and families and assists with the development of CIS regional team roles and responsibilities that include a cross-disciplinary team (or peer) perspective.
- Assists with the development and management of a CIS regional system for shared intakes, referrals, and on-going plan reviews. Assures that the system upholds confidentiality, informed consent and parental rights.
- Along with the CIS regional team, conducts outreach to community services, identifies key referral sources within the community, and acts as a link to Vermont 211.
- Coordinates with other community teams to include, but not be limited to, Local Interagency Team (LIT), Child Protection Teams (CPT), Blueprint Community Health Team (CHT); Enhanced Family Services (EFS) team, Building Bright Futures (BBF) regional council, etc.

Service Delivery

- Serves as CIS regional point of contact, triages and reviews intakes and referrals to determine the need for further assessment and/or assistance. Completes intake and referral paperwork for all direct referrals from families.
- Leads the CIS Intake Team, which includes: scheduling meetings, developing agendas, facilitating Team meetings, and ensuring the review of intakes and referrals for assessment in accordance with CIS timelines.
- Working with the CIS Child Care Coordinator, leads or supports the Team in reviewing Family Support applications.
- Identifies potentially relevant state, regional, and community resources and services.

Professional Development

- Participates in CIS professional development efforts
- Identifies relevant training needs and opportunities for CIS service providers.
- Provides education on relevant resources and guidance for CIS Team members.

Financing

- Understands the region's funding allocations and can answer relevant questions from regional partners
- Monitors the regional expenditures across the CIS array of services

Data collection

- Uses State approved tools to report regional data.
- Ensures data are complete and accurate.
- Provides all required reports to the State in accordance with required timelines.

Evaluation

- Reviews community and family needs, local demographics and population trends. Monitors access to services and progress on service outcomes.
- With the CIS regional team, reviews program performance standards, clinical competencies and best practices to promote population health and improved family outcomes.

Qualifications

- Bachelor's degree in a human services related field
- 3 years of professional experience with young children and their families
- Detailed knowledge of local region's network of maternal and early childhood supports and services and processes for accessing them
- General understanding of funding related to early childhood supports and services
- 2 years supervisory experience
- Demonstrated leadership in systems development and systems change
- Experience working collaboratively with community organizations in the delivery of services for children and families
- General computer proficiency
- Strong interpersonal and communication skills
- Experience working as a member of a multi-disciplinary team

II. CIS Specialized Child Care Coordinator

Job Description: CIS Child Care Coordinator

A CIS Child Care Coordinator is responsible for providing case management in a collaborative team environment, which includes the childcare provider and the family/foster family or primary care provider and any other relevant service provider. Families accessing specialized childcare are eligible with an identified service need in:

- *Protective Services Childcare- for children and families working with DCF Family Services Division,*
- *Family Support – for families experiencing significant short-term stresses and*
- *Children with Special Health Needs- for families with children with a physical, behavioral or developmental need*

The CIS Childcare Coordinator works to increase the capacity of specialized child care providers to improve the quality, increase the placement stability and inclusion for children with identified specialized needs.

Specific duties include:

Regional CIS team

- Participate in the regional CIS multi-disciplinary team, and directly responsible for serving as the primary service coordinator for families whose primary CIS service need is specialized childcare.
- Provide expertise to the CIS team, Family Services Division and other community partners on Specialized Child Care policies, practices and procedures to support families and children with identified specialized needs.
- Collect and report on data that relates to children enrolled in specialized child, which includes but is not limited to on-site visits to specialized child care providers, meetings with families, service providers and social workers around the coordinators and case management of identified children assessing specialized child care.
- Communicate and collaborate regularly with your Community Child Care Support Agency staff to support families.
- Provide information and technical assistance to CIS service providers who are working with a child and Child Care Program to complete Special Accommodation Grants.
- Lead and facilitate the review of Family Support Child Care Financial Assistance applications using the CIS intake and referral team to score and make a unified decision. The C3' are responsible for communicating this information to the family verbally and in writing.

Work with families

- Assist families in navigating the Child Care Financial Assistance Program and identifying and enrolling with a specialized child care provider that is the best match for their child and family.

- a. Process enrollment in BFIS (Bright Futures Information System) for children/families receiving a Financial Assistance Program benefit for a specialized service need in accordance with all Child Care Financial Assistance Program regulations, policies, documentation, and timelines.
- b. Provide case management to families who only receive child care as their primary CIS service

Work with Family Services Division (FSD)

- Assist FSD social workers and families with a Protective Services service need in identifying a specialized child care provider that is a good match for a child and family's needs and resources
- Facilitate the process of working with child care providers to complete the Part 3 Specialized Child Care and Provisional Agreement when a Protective Services child is placed with a non-specialized child care provider
- Provide in-person orientation to new DCF Family Services Division staff
- Assure an on-going working relationship with the DCF Family Services district office, including a regular scheduled time to be in the FSD office at a minimum one day per week.
- Coordinate and support the enrollment of children with protective services needs through ongoing communication with child care provider, Family Services Division and caregivers.

SCC provider access and supply

- Increase the supply of specialized child care by recruiting high quality providers interested in becoming a specialized child care program; through outreach, visits and collaborative work with other entities working with child care programs.
- Provide on-site visits to review Specialized Child Care Part 3 and Provisional Part 3 Agreement (which includes the on-site checklist) with the Child Care Director prior to sending documentation to CDD for final review and approval of SCC status.
- Provide technical assistance to child care providers to support the successful enrollment and healthy development of children with specialized needs.
- Work with the provider to identify resources and supports necessary to improve program quality.
- Provide technical assistance to providers applying for Special Accommodation Grants.

Transportation

- Administer transportation per the CCFAP Transportation Policy.
- Assist families and coordinate transportation for children who meet the necessary requirements and eligibility under specialized child care and the CCFAP regulations.
- Enter authorized transportation certificates into BFIS for authorized children. Update and close transportation authorizations in BFIS frequently. Provide notes in BFIS to document changes in schedules as needed.
- Coordinate with CDD approved transportation providers to ensure transportation is available and provided to eligible families.

Qualifications

- Bachelor's degree from an accredited college or university with major work in social work, psychology, health, child development, and/or special education, and with a minimum two years of social work or related experience in human service field preferred.
- Persons with degrees in related education/human services fields must have a minimum of four years of social work or related experience in a human services field serving young children and their families.
 - Experience working with young children & families experiencing specialized needs or risk factors through Head Start, Part C or Part B programs, or other high quality early care and education settings preferred;
 - Experience providing professional development, technical assistance, coaching and/or mentoring, and consultation to staff working with young children and families' a plus.

Preferred Knowledge and Experience

- Knowledge of local and State resources
- Understanding of child development and the impact of trauma
- Knowledge of child care licensing/regulatory system and financial assistance program;
- Ability to work effectively with individuals and families in helping them develop clear, measurable goals
- Ability to plan and organize work;
- Ability to read and interpret laws, policies and regulations;
- Knowledge of Vermont's child care professional development system and child care quality rating system: the Step Ahead Recognition System (STARS)
- Ability to communicate and establish effective working relationships with families, other community professionals, technical staff, social and community agencies and the public at large;
- Ability to be flexible and to work autonomously;
- Ability to mentor, coach, train, and consult with and to others;
- Ability to prepare reports and maintain records;
- Ability to utilize PC software particularly in Windows, Microsoft Word, Excel and BFIS

III. CIS Maternal Child and Family Health Nurse Home Visitor

Basic Functions

The CIS nurse home visitor is responsible for providing high quality comprehensive, community-based nursing services to prenatal and postpartum women, families, and infants and children ages birth to six. The nurse home visitor is responsible for maintaining the highest clinical standards in maternal child and family health nursing practice; including safe, competent, effective nursing care based on sound scientific principles and the nursing process. The nurse home visitor will adhere to policies of nursing practice and Children's Integrated Services.

Duties and Responsibilities

The Children's Integrated Services (CIS) maternal child and family health (MCFH) nurse home visitor is responsible for case management and on-going evaluation of medical, educational, psychological, social/environmental, economic or other identified needs of all assigned clients.

The CIS nurse provides prevention, health promotion, and early intervention supports to women and their families eligible for CIS services. Skills include:

- Clinical screening and assessment of physical, psycho-social and environmental health, including protective and risk factors for individuals/ families
- Health education and counseling, with a focus on: wellness, health promotion and safety, particularly as it relates to pregnancy, intrapartum, postpartum, parenting, infant and child development, and behavior modifications or changes
- Risk reduction, intervention and advocacy, with a focus on: nutrition and physical activity, management of illness and infectious disease, medication management, substance use/abuse, environmental exposures, trauma, abuse, etc.
- Individual plan development, referral and case management, including monitoring and evaluation of individual health status and support needs
- Individual or group education for childbirth preparation and development of parenting skills
- Assisting individuals to gain access to needed medical, social, educational and other services as well as *addressing barriers to care*
- Links the individual and families to community services and supports which will help them achieve their goals and outcomes

The CIS Nurse

- Assists individual and family to identify goals and actions that will assist them in meeting their desired outcomes, e.g., increased knowledge and skill acquisition, improvement in health status, awareness of community resources
- Develops and maintains community partnerships to support appropriate client referrals to CIS and a strong CIS system of care
- Participates in multi-disciplinary team referral and planning meetings

- Seeks and encourages input from CIS team members and other community providers in determining the priority health care needs of the maternal child and family health population
- Provides information to host agency for timely and accurate data input and billing information
- Participates in CIS quality improvement efforts

Communication

- Maintains confidentiality
- Creates, maintains and supports a safe environment for open discussions with families
- Seeks and responds appropriately to feedback

Team Development

- Assists in creating a positive work environment that promotes productivity, mentoring, teamwork and cooperation.
- Elicits and considers differing viewpoints when analyzing issues

Professional Development

- Accurately assesses own learning needs and develops strategies to meet them
- Stays informed of current health care developments to provide safe, quality nurse home visiting services.
- Participates in the review and analysis of the CIS reports; identifies areas of achievement and areas for improvement.

Qualifications

- Bachelor's degree
- Current Vermont registered nursing license
- Current CPR certification
- Two years recent experience in community maternal child and family health, public health, or mental/behavioral nursing
- Must have a valid VT driver's license and insured automobile
- Professional liability insurance
- Basic computer skills

Specific Knowledge and Experience

- Ability to work collaboratively as a member of a multidisciplinary team
- Maintains professional boundaries with clients
- Uses evidence-based practices and/or program model, as available
- Utilizes skills, including: screening, assessment, evaluation and monitoring health status; extensive knowledge of pregnancy, postpartum, infant and child development; cultural competence; life skills; and an extensive knowledge of community resources
- Has home visiting experience
- Demonstrates excellent written and verbal communication skills

- Is organized and maintains complete, accurate records and filing reports in a timely manner
- Willing to meet regularly with supervisor to develop a reflective practice and continuously assess their clinical nursing knowledge and skills, and identify areas that need special attention.

IV. A. CIS Family Support Worker – Master’s Prepared

Basic Functions

Provide targeted case management, counseling and education to families, adults and children who may be faced with multiple life stressors, such as mental illness, and/or psychosocial risk factors, such as substance abuse, domestic violence, poverty, and homelessness. Work to strengthen family coping and functioning to promote optimal health.

Provided to assure strong, nurturing families and to improve the health and well-being of families and their children.

Duties and Responsibilities

Provides home visiting and center based services including screening and formal assessment of family status: strengths, vulnerabilities, developmental status, risk of harm, readiness to learn and learning styles. Using these data, support the family to access comprehensive health and social services, and provide parent education through anticipatory guidance for risk reduction.

Assists families with adjustment to life stressors and conditions through the use of family education and coaching to assist them to address identified needs.

Engages families in the development and implementation of: 1) a culturally appropriate plan of care focused on building parenting skills; 2) resiliency traits for both adults and children; and 3) development of confidence and competence in managing life issues

Assures appropriate interventions to facilitate the remediation of challenging psychosocial issues:

- Develop, coordinate and implement a targeted case management plan for the individual and family, e.g., the coordination of complex services including access to health care, housing, transportation and entitlements
- Ensure a community support network is in place which assures the safety of the children, e.g., collaborate with the Vermont Family Services Division of the Department for Children and Families and other agencies in the implementation of targeted case management plan
- Coordinate and facilitate therapeutic groups addressing developmental and psychosocial issues for both adults and children
- Evaluate progress toward family goals with the family
- Provide clinical expertise in case management to the clinical team
- Participate in quality improvement through on-going evaluation of measurable clinical outcomes and related interventions
- Participate in community teams to address barriers and gaps in family services

Maintains confidential records and reports related to family service intervention and the plan of care

Qualifications

- Master's degree in Social Work, Psychology, Nursing or other related human services filed with at least two years of relevant experience
- Licensure in clinical field or working toward licensure
- Demonstrated success in working with families with multiple challenges
- Experience in field based psychotherapeutic intervention work with adults and young children

Knowledge and Experience

Experience and understanding of family centered, strength-based practice

- Demonstrated excellence in communication and team leadership skills
- Demonstrated ability to be empathetic, flexible, non-judgmental and culturally competent with diverse populations
- Provides targeted case management for high risk/at risk families
- Performs clinical assessments and evidence-based interventions
- Monitors therapeutic responses and demonstrates quality improvement

IV. B. CIS Family Support Worker –Bachelor Prepared

Basic Functions

Provide professional support, role modeling and advocacy for families who may be faced with life stressors, such as acquisition of parenting skills and continuing education, and difficulty maintaining basic needs, such as housing and transportation. Conduct child developmental screenings as appropriate to support parent education. Promote family success in attainment of life skills with a concentration on promoting optimal health.

Job Responsibilities

Uses knowledge and skills to identify family strengths and needs.

Provides home visits and center based services in partnership with the family and clinical team.

Assists with the development and implementation of a culturally appropriate targeted One Plan.

Provides appropriate parent education, anticipatory guidance and coaching:

- Facilitates acquisition of family life skills, basic parenting skills, activities of daily living and resiliency traits in children and adults
- Focuses on the development of the child; uses role modeling, mentoring and Touchpoints and/or PAT principles
- Provides appropriate health and safety education

Acts as an advocate with community systems for families with limited English proficiency, cognitive disabilities and/or other limitations which interfere with the family's ability to access services:

- Assists families to stay connected to a medical home and other services
- Is familiar with and shares information about community resources
- Makes referrals as needed to community services
- Coordinates entitlements, housing, transportation and other basic needs such as food programs
- Assists parents in obtaining recommended follow-up care

Assures a network of support that provides basic safety for each child.

Participates in evaluating progress toward family goals.

Identifies gaps in resources and informs clinical team/supervisor.

Maintains confidentiality of family records and other information.

Qualifications

- Bachelor's degree in Social Work, Psychology, Nursing or other related human services field with limited experience

- Mature adult with related life experience and demonstrates evidence-based practices
- Has CDA or other relevant certification
- Excellent communication skills
- Demonstrated ability to be empathetic, flexible and non-judgmental with diverse populations

Specific Knowledge and Experience

- History of family support work with young children and their families
- Teaches life skills, and is a role model /mentor for families
- Is an advocate, coaches and helps families build resiliency
- Demonstrated success in working with families with multiple challenges
- Intention of continuing education in a related field

V. CIS EARLY CHILDHOOD and FAMILY MENTAL HEALTH EXPERTS

General Scope of the Work

Definition

Consultation & Education and treatment services with family and community-based groups to support the social, emotional and behavioral health and development of young children across settings for young children and their families. Consultation and education (e.g., training) should aim to assist parents and community groups to use health care resources effectively and efficiently as they gain knowledge, attitudes and skill to enhance early identification, intervention, screening and referral for mental health Medicaid services for young children and their families.

Consultation may include outreach to – and information and referral for – families who are NOT already receiving community mental health center services. In this case, consultation may result in referrals to Dr. Dynasaur/Medicaid covered services.

Consultation may also address program-related issues that pose barriers to early identification, intervention, screening and referral for mental health Medicaid services for young children and their families. It may include program mentoring or reflective supervision for child care and other direct service providers to enhance their understanding of and skill in addressing factors within their programs that pose such barriers. In this case, consultation may result in identification of opportunities to improve collaboration around the early detection of mental health problems and to expand young children's access to mental health Medicaid services. Consultation may include responding to these identified opportunities for community resource development through program planning, policy development and interagency coordination. Services may include training for the community mental health center staff or other CIS professionals who conduct consultation about the benefits of participating in medical/Medicaid related services, how to assist families to access such services, and how to more effectively refer children and their families to such services. Though this training may include learning about the paperwork necessary for documenting the consultation, the training does NOT include the day-to-day supervision of community mental health center staff (or contractors) or internship students.

Treatment services are intended to provide early detection of social, emotional, and/or behavioral mental health developmental problems, to provide preventative and early intervention supportive services in order to mitigate these problems, and to expand young children's access to mental health Medicaid services.

Limits

Consultation & Education (e.g., training) may be provided as requested by a family, child development professional, child care program, or other child-/family-serving community group and may be either in-person (face-to-face) or by phone (but not by email). The minimum time

that may be counted for this training per family, child development professional, child care program, or other child-/family-serving community group per day is 15 minutes; the maximum time that may be counted for this training per family or community group per day is 8 hours.

Qualifications

In order to minimize referrals where mental health Medicaid-funded services are not likely to be helpful and to maximize the appropriate use of mental health Medicaid services, qualified staff or contractors must have clinical education, training, experience, and appropriate, on-going supervision. The following staff or contractors are considered qualified:

- A psychiatrist licensed in Vermont.
- A psychologist licensed in Vermont.
- A professional nurse holding a M.S. in Psychiatric/Mental Health Nursing from a university with an accredited nursing program, licensed in Vermont.
- A social worker holding a clinical license in Vermont.
- A mental health counselor licensed in Vermont.
- Persons with a minimum of a Master's level degree in a human services field who are approved by the clinical or medical or executive director of the community mental health center as qualified (based on education, training, and experience) to provide this Consultation & Education training on behalf of the AHS-DCF-CDD [State Medicaid Agency]. A current list of all individuals so approved, signed by the clinical director and the executive director must be kept on file at the center.
- Staff or contractors who were providing consultation and education for CUPS prior to October 1, 2005 may continue to do so as long as they are receiving clinical supervision for that work from a qualified person as described above. A current list of such "grandfathered" individuals, signed by the clinical director and executive director, must be kept on file at the center.
- Other persons whom the clinical or medical or executive director of the community mental health center approve as qualified (based on the Advanced Level of Vermont's Early Childhood and Family Mental Health Competencies) to provide this Consultation and Education as long as they are receiving clinical supervision for that work from a qualified person as described above. A current list of such approved individuals, signed by the clinical director and the executive director, must be kept on file at the center.

VI. CIS Early Intervention

A. CIS Early interventionist/developmental educator

Duties and Responsibilities

Service Coordination

Early intervention service coordination is a mandated service under Part C of the IDEA, provided at no cost to families. Service coordination is defined as an active, ongoing process that assists and enables families to access services and assures their rights and procedural safeguards. Service coordination can be carried out by the early interventionist/developmental educator or another designated service coordinator. A service coordinator will, among other activities:

- Serve as the single point of contact for families and other service providers
- Coordinate evaluations and assessments
- Facilitate and participate in the development, review, and evaluation of the One Plan
- Assist parents of infants and toddlers with disabilities in gaining access to, and coordinating the provision of, the early intervention services as outlined in the One Plan
- Make referrals to providers for needed services and scheduling appointments for infants and toddlers with disabilities and their families for other services (such as educational, social, and medical services that are not provided for diagnostic or evaluative purposes)
- Conduct referral and other activities to assist families in identifying available Early Intervention service providers
- Coordinate, facilitate, and monitor the delivery of services required under this part to ensure that the services are provided in a timely manner
- Conduct follow-up activities to determine that appropriate Part C services are being provided;
- Inform families of their rights and procedural safeguards
- Maintain confidentiality

Service coordinators will demonstrate knowledge and understanding about:

- Infants and toddlers who are eligible for early intervention services
- Part C regulations
- The nature and scope of services available under the State's early intervention program, the system of payments for services in the State and other pertinent information.
- Infant and toddler development
- Working with families
- Effective communication
- Social services and other resources for families and young children

Screening/Evaluation/Direct Service Provision

- Facilitate and/or perform screening, initial evaluations and ongoing assessment of development as needed for determination of initial and ongoing eligibility and program planning. This may be done in collaboration with Local Education Agencies as outlined in the regional Interagency agreement

- Provide year-round special instruction for infants and toddlers through developmentally appropriate activities as indicated in the One Plan and support and resources for their families
- Consult with and provide interpretation/synthesis of information for parents/caregivers
- Provide direct instruction/modeling of intervention techniques and strategies to families, caregivers, and other providers
- Design learning environments and activities that promote a child's acquisition of skills in all developmental area
- Ensure that each child is able to access, and successfully participate in, learning activities through the adaptation and modification of activities, materials and the learning environment, as appropriate to the needs of the individual child
- Advocate for supports and resources for children and families

Administrative Support (shared with other personnel as determined by supervisor)

- Maintain/prepare/facilitate inclusion of necessary documentation in child/family records
- Ensure ongoing compliance with federal/state regulations
- Prepare data as requested re: referrals, number of children receiving services, types of services, providers, funding sources, outreach and community networking activities, and other information.
- Assist with program evaluation, program improvement plans and other related activities as requested by the state
- Perform administrative work relevant to the delivery of early intervention services and for reporting information to the State as requested
- Comply with agency personnel policies
- Perform other duties as specified by supervisor

Qualifications

- Bachelor's Degree in Special Education, Early Education, or Early Childhood Development; or
- Physical or Occupational Therapy, Speech and Language Therapy, Social Work,; or other related field with a minimum of least two years of experience providing direct services to children under the age of three with disabilities or special needs and their families, utilizing developmentally appropriate and evidence-based practices; and
- Current Vermont CIS-EI certification, another state's equivalent or Early Childhood Special Education license endorsement.;

Specific Knowledge and Professional Experience: Knowledge of Vermont's early intervention system, including nature and scope of available services, system of payments, and other relevant information:

- Knowledge of developmental process for young children
- Knowledge and understanding of family-centered philosophy and the ability to translate that philosophy into practice and service delivery in working with families
- Knowledge of community resources and supports for young children and their families

and the process for accessing them

- Experience working collaboratively with community organizations in the delivery of services to young children and their families
- Experience developing and writing family or individual service plans.
- Experience working independently and as a member of a multidisciplinary team
- Strong interpersonal and communication skills

B. Community Resource Parent / Family Resource Coordinator

Duties and Responsibilities

Service Coordination – see above

Administrative Support (shared with other personnel as determined by supervisor)

- Maintain/prepare/facilitate inclusion of necessary documentation in child/family records
- Ensure ongoing compliance with federal/state regulations
- Prepare data as requested re: referrals, number of children receiving services, types of services, providers, funding sources, outreach and community networking activities, and other information.
- Assist with program evaluation, program improvement plans and other related activities as requested by the state
- Perform administrative work relevant to the delivery of early intervention services and for reporting information to the State as requested
- Comply with agency personnel policies
- Perform other duties as specified by supervisor

Qualifications

- Personal experience with own child or family member with a disability
- Interpersonal skills that facilitate positive interactions with families, providers, supervisors, and others
- Strong communication skills, including ability to be an active listener and communicate clearly with others
- Ability to work collaboratively with families, providers and agencies
- Ability to set priorities and organize time and workload
- Ability to work independently and as a member of a team.
- Commitment to enhancing and improving services and supports for families with young children

Specific Knowledge and Experience

- Knowledge and understanding of family-centered philosophy and the ability to translate that philosophy into practice
- Knowledge of and experience in accessing resources/service systems for families with young children.
- Understanding of the developmental process of young children.

C. Early Intervention Assistant

- Non-credentialed para-professional personnel may provide direct services under the direction and supervision of an appropriately licensed, certified, endorsed or otherwise approved professional in the area of service provided.
- Personnel who are not appropriately trained or certified may be hired under temporary eligibility if the agency demonstrates that it was unable to hire appropriately qualified staff and that personnel for whom temporary eligibility is obtained are making progress toward certification, endorsement or licensure in their area of service.

APPENDIX 3 – SERVICE DELIVERY

All CIS Service delivery must include a focus on outreach to eligible individuals, informing them about Medicaid benefits, performing assessments, assisting individuals to develop a One Plan with clear, measurable goals, monitoring and follow-up activities, and facilitation of family connections with other community supports to promote wellness.

A. Maternal-Child Health Nursing (pregnant and postpartum women, infants and children birth to age six)

CIS nurses provide comprehensive, community-based health education, advocacy, risk reduction, and case management activities. Eligible expectant parents receive individualized assistance during pregnancy, preparing for childbirth and becoming a parent. New parents/guardians are supported in understanding the complex social, emotional, physical and economic challenges and changes that occur during these role transitions to becoming a parent, and learn about available community resources and supports. Infant and child health is monitored and supported through a prevention, anticipatory guidance and health promotion lens.

Maternal-Child Health Nursing Services must be provided in accordance with:

1. MCH perinatal nursing standards and competencies; the American Academy of Pediatrics Bright Futures Guidelines for Health Supervision (3rd edition); the Nurse-Family Partnership (NFP) curriculum as appropriate, and Vermont specific standards and guidance including:
 - a. The VT Assembly of Home Health and Hospice Agencies (VAHHA) MCH goals and outcomes;
 - b. *Path to Parenthood* (http://dcf.vermont.gov/sites/dcf/files/CDD/Brochures/Path-to-Parenthood_web_2008.pdf); and
 - c. *Growing Up Healthy* (<http://dcf.vermont.gov/sites/dcf/files/CDD/CIS/GUH.pdf>)
2. Regions implementing Maternal Early Childhood Sustained Home-visiting (MECSH) evidence-based home visiting model will participate fully in all required trainings, meetings, community of practice and implementation activities, curriculum, tools and data collection as directed by the State. MECSH is an approved evidence-based home visiting model by the U.S. Department of Health and Human Services Maternal and Child Health Bureau and will:
 - a. adhere to the MECSH “5 Core Elements” which are as follows:
 - i. Support mother and child health and wellbeing;
 - ii. Supporting mothers to be future oriented and aspirational;
 - iii. Supporting Family and Social relationships;
 - iv. Additional support in response to need; and
 - v. Child development parent education.
 - b. collect and record data in order to meet model fidelity and CIS requirements; and
 - c. administer the required MECSH parent surveys.

B. Family Support

Family Support services focus on increasing parenting knowledge and skills, social supports, and child and family access to high quality child development services, medical and dental care, and safe environments. Using culturally competent, family centered supports, staff provide role modeling, parent education and mentoring aimed at successful development functional skills of parents and their child(ren). Families are encouraged to plan for and achieve their health, education, economic, inter-personal, social, and parenting goals as well as receive assistance to learn about and connect with community resources as needed.

Family Support Services must adhere to the position requirements as described in Appendix 1 of the CIS Contract. Additionally Family Support services must:

1. Maintain linkages with health and other community provider systems to ensure coordinated planning and service delivery for the maternal child health population, including addressing:
 - a. Barriers to health care access or other community services; and
 - b. Emerging population risks and/or trends.
2. Provide health-focused prevention, promotion, and anticipatory guidance based on
 - a. Growing Up Healthy (<http://dcf.vermont.gov/sites/dcf/files/CDD/CIS/GUH.pdf>); and
 - b. American Academy of Pediatrics Bright Futures Guidelines for Health Supervision (3rd edition).
3. When implementing Parents as Teachers (PAT) evidence-based home visiting model, regions will participate fully in all required trainings, meetings, community of practice and implementation activities, curriculum, tools and data collection as directed by the State. PAT is an approved evidence-based home visiting model by the U.S. Department of Health and Human Services Maternal and Child Health Bureau. The Parents as Teachers model delivered by Family Support workers:
 - a. Deliver services within a strengthening families framework;
 - b. Participate in reflective supervision in a goals oriented practice;
 - c. Comply with the Local Affiliate Agreement;
 - d. Use the PAT curriculum and Resource Network to inform personal visits, screenings, group connections; and
 - e. Use data for continuous quality improvement (CQI)

Family Support within a Residential Program

Family Support services may be delivered in a residential program setting (such as the Lund Family Center) for women at risk and their children. These services focus on increasing social supports, parenting knowledge and skills, and child and family access to high quality child development services, medical and dental care, and safe environments. Using culturally competent, family centered supports, staff provide role modeling, counseling and mentoring aimed at successful development of parent and child life skills. Young adults are encouraged

to plan for and achieve their health, education, economic, inter-personal, social, and parenting goals as well as receive assistance to learn about and connect with community resources as needed.

In addition to those services listed in section above, Family Support Services delivered in a residential program include:

1. Providing services to residents within the program regardless of the geographic region from which they originated.
2. Facilitation of family connections with center-based or other community resources from the geographic region that the woman identifies as being where she will be living after leaving the residential program. If the woman is unable to make this identification, the program will work with the woman's region of origin until such time as the woman is able to articulate her preference. This work includes:
 - a. Identification of and providing access to resources that can support the woman upon her completion of her residential program;
 - b. Maintaining linkages with health and other community provider systems to ensure coordinated planning and seamless service delivery as the woman transitions back to the community;
 - c. Regular contact and ongoing team meetings that include, at a minimum, an identified primary point of contact for the woman from the geographic region that is identified as either her originating region, or where she will live after she completes the residential program;
 - d. Transition planning from the beginning of the woman's participation in the residential program for her return to the geographic region that is identified as either her originating region, or where she will live after she completes the residential program; and
 - e. Concurrent planning as needed for her child(ren)'s transition back to the community.
3. Ongoing support to ensure the child(ren)'s needs are supported throughout the woman's participation within the residential program.

C. Part C Early Intervention (children birth to age 3)

Early Intervention services are provided to children experiencing cognitive, physical, communication, social/emotional or adaptive delay or who have a diagnosed medical condition that has a high probability of resulting in developmental delay. Contractors are required to have available and reference on site at the Early Intervention program the current federal and state laws, regulations, rules and state policies and procedures, and guidance related to Part C Early Intervention and Part B Special Education for Preschool Children.

Part C Early Intervention must be provided in accordance with Part C of the 2004 IDEA and in accordance with the reauthorized Part C regulations in effect September, 2011 (<https://www.ecfr.gov/cgi-bin/text-idx?SID=3178c3b02938ac1e42a5ceec3d906227&node=pt34.2.303&rqn=div5>), and the

State of Vermont Special Education Rules adopted June 1, 2013 and effective July 1, 2013. (<http://education.vermont.gov/sites/aoe/files/documents/edu-state-board-rules-series-2360.pdf>). Part C Early Intervention services must follow any additional CIS State policies and/or guidance clarifying these regulations, rules and data reporting responsibilities.

Early Intervention practitioners must adhere to the position requirements as outlined in Appendix 1 of the CIS Contract.

The Contractor must submit resumes of staff within thirty (30) days of hire to the State to assure the Office of Special Education that all Early Intervention staffs meet the Vermont Part C requirement of holding a bachelor's degree in early childhood or a related field.

The Contractor must use the Agency of Education/Agency of Human Services Interagency Agreement template to develop, implement, and review/update at least annually the Regional Child Find Agreement. The Agreement addresses the regional responsibilities outlined in the Interagency Agreement between the Agency of Human Services/DCF/CDD and Vermont Agency of Education (revised version 2014). All agreements must be submitted to the CIS Part C Program Administrator at the Child Development Division. Ensuring the DCF Family Services Division (FSD) district office in the region is aware of and referring to Part C Early Intervention Services as required under the Child Abuse Prevention and Treatment Act (CAPTA).

The Contractor must adhere to Fiscal Certification 34 CFR §303.202 requirements including:

- a. Ensuring Part C funds are not used to satisfy a financial commitment for services that would otherwise have been paid for from another private or public source consistent with 34 CFR §303.510;

Additionally, participate in and respond to CIS General Supervision and required reporting activities:

- a. Participating in any required trainings such as the EI orientation and/or any training identified based on monitoring or the determination process;
- b. Timely, accurate and complete monthly data submission of all children referred to, served or exiting CIS Early Intervention/Part C services to ensure federal reporting timelines are met. Responding timely to all requests for data cleaning from the State. The contractor must also respond to any special data requests by the State for monitoring and federal and State reporting.
- c. Data must be submitted to the State by secure means on or before the 8th of each month. These data reports must include:
 - i. specified information on referrals, children for whom no one plan resulted, actives; all service grids, exits and entry and exit child outcome summary forms;
 - ii. Updated accurate service grids for prior authorization shall be submitted in a timely manner to assure timely payments through Payor of Last Resort. "Accurate" includes;

1. actual start dates of service,
 2. identifying a single primary location of service for each direct service listed on the grid, and
 3. when a service is added, changed, or deleted, an updated service grid must list all current services being delivered, changed, and/or ended.
- iii. Written notification of children identified as potentially eligible for Part B (§303.209) are sent to schools between 6 months and 90 days prior to a child's third birthday. Copies of these notifications are to be submitted to the State with the monthly child count data reports by the 8th of each month. Information sent to schools and to the State office must include: child's name, date of birth, parents contact information including names, address(es) and phone number(s) (§303.401);
- d. Monitoring service delivery data and continuous quality improvement including:
- a. having available and referencing at the Early Intervention site copies of: The Vermont Part C/Early Intervention State Performance Plan, Annual Performance Report including the State Systemic Improvement Plan, any Monitoring Reports, Corrective Action Plans related to findings of non-compliance, Determinations and Quality Improvement Plans to address areas of non-compliance. Additionally:
 1. Findings of non-compliance must be corrected within one year of identification;
 2. All Quality Improvement Plans must be submitted for approval in accordance with the timelines issued by the State Part C Administrator.
 3. The Early Intervention program must make available and discuss Part C data, determinations, and develop any Quality Improvement Plan(s) with the local CIS Administrative Team and key partners who collaborate in carrying out the Part C/Early Intervention services.

D. Early Childhood and Family Mental Health (children through age 6 and their families)

CIS early childhood and family mental health services are intended to assist children, families, child care providers, and programs or organizations serving the needs of young children and their families. Services are intended to address parent/child relational concerns, support access to and effective utilization of community services and activities, and develop parents', caregivers' and practitioners' skills in order to promote and support children's healthy social, emotional, and behavioral development.

Early Childhood and Family Mental Health services include:

1. Intervention (treatment) services as described in Section 3, subsection 3.1, 3.2, 3.3, and 3.6 of the Medicaid Fee for Service Manual produced by the Department of Mental

Health

(http://mentalhealth.vermont.gov/sites/dmh/files/documents/Manuals/FFS_Manual_7-1-14.pdf). These services:

- a. Are intended for early detection of social, emotional, and/or behavioral mental health developmental problems, to provide preventative and early intervention supportive services in order to mitigate these problems, and to expand young children's access to mental health Medicaid services;
 - b. Are provided in settings identified by the child's family as their natural environments;
 - c. Use evidence-based practices or curricula; and
 - d. This funding is not intended for intensive or long-term mental health treatment services, or treatment services delivered in non-natural settings.
2. Consultation services:
- a. Provided beyond three (3) sessions must be outcomes-based using a pre- and post-assessment tool, and utilize the One Plan;
 - b. Are intended to improve the overall capacity of caregivers and child care providers to support the healthy social, emotional and behavioral development of young children;
 - c. May be provided as requested by a family, child development professional, child care program, or other child-/family-serving community group and may be either in-person (face-to-face) or by phone (but not by email). The minimum time that may be counted for this training per family, child development professional, child care program, or other child-/family-serving community group per day is 15 minutes; the maximum time that may be counted for consultation per family or community group per day is 8 hours; and
 - d. Consultation may include:
 - i. Outreach, information and referral for families who are not already receiving community mental health center treatment services. In this case, consultation may result in referrals to Dr. Dynasaur/Medicaid treatment covered services;
 - ii. Addressing program-related issues or supporting the development of foundational skills to promote early identification, intervention, screening and referral for mental health Medicaid services for young children and their families;
 - iii. Program mentoring or reflective supervision for child care staff and other direct service providers to enhance their understanding of and skill in addressing factors within their programs to support children's healthy social, emotional and behavioral health and development;
 - iv. Identifying opportunities to improve collaboration around the early detection of mental health problems and expanding young children's access to mental health Medicaid services; and
 - v. Responding to identified opportunities for community resource development through program planning, policy development and interagency coordination.
3. Education (training) services:
- a. provided beyond three (3) sessions must be outcomes-based using a pre- and post-assessment tool, and utilize the One Plan;
 - b. are intended to build the skills or capacity of individuals to improve their ability to meet the social, emotional, and behavioral development of the young children in their care;

- c. must be provided in person face-to-face for at least 15 minutes, but not more than 8 hours, per day per family, child development professional, child care program, or other child-/family-serving community group in order to be counted as a CIS Education Service; and
- d. Education may include:
 - i. Training for the community mental health center staff or other CIS and community early childhood professionals about the benefits of participating in medical/Medicaid related services, how to assist families to access such services, and how to more effectively refer children and their families to such services;
 - ii. Training of foundational skills for families, community-based groups and early childhood professionals to support children's social, emotional and behavioral health and development; and
 - iii. Learning about the paperwork necessary for documenting consultation. However, education services do not include the day-to-day supervision of community mental health center staff (or contractors) or internship students.
4. Therapeutic Child Care services are intended to provide outcome-based, planned combinations of consultation, education, and intervention services within high quality child care settings to improve child care staff's and parent's skills and abilities to support optimal social, emotional, and behavioral development of the young children in their care.

Therapeutic Child Care services:

- a. Must be delivered in accordance with guidance provided by the Child Development Division which can be found at (<http://cispartners.vermont.gov/manual>)
- b. Therapeutic child care funded through CIS is intended to support :
 - i. Children to increase their social and emotional skills;
 - ii. Parents to increase their knowledge and skills around how to support their children's social and emotional needs; and
 - iii. Child care staffs to improve their ability to support children's healthy social and emotional development.

E. Specialized Child Care (children age 6 weeks to 13 years)

CIS Specialized Child Care Services are a continuum of available supports for particular populations of children (age 6 weeks to 13 years) and their families. CIS Specialized Child Care Services are intended to increase access to and enhance success in high quality child development programs for children. CIS Child Care Coordinators hold primary responsibility, coordination, oversight and content expertise regarding the provision of specialized child care services and supports.

The particular populations identified for these services, irrespective of their participation in the State's Child Care Financial Assistance Program, include:

- a. Children with open cases with the Family Services Division (FSD) of the Department for Children and Families (DCF);
- b. Children with special physical, behavioral, or developmental needs; and

- c. Families experiencing significant, short term stress.

Specialized Child Care services include:

1. Ensuring access to quality child development programs including:
 - c. Supporting the regional availability of specialized child care providers as needed as they seek to provide high quality care for enrolled children with identified specialized needs;
 - d. Providing expertise on the CIS teams and to child- and family-serving providers/organizations regarding regulated child care;
 - e. Serving as the primary service coordinator for CIS families whose primary service need is child care;
 - f. Assisting families in navigating the Child Care Financial Assistance Program and identifying specialized child care providers and community resources to support the families' identified needs;
 - g. Administering Financial Assistance Program benefits for the following service needs: Child Care Family Support, Child with Special Health Needs, and Protective Services, including using all CIS forms and developing One Plans with families as required;
 - h. Assisting and orientating Family Services Division (FSD) social workers in understanding the expectations for approving eligibility and identifying appropriate specialized child care providers, support ongoing coordination between FSD staff and CDD when a child care provider is seeking to become a resource family for FSD, and supporting child care programs to obtain Specialized Child Care Provider Status; and
 - i. Processing enrollment in the Bright Futures Information System (BFIS) for children/families receiving a Financial Assistance Program benefit for a specialized service need in accordance with all Child Care Financial Assistance Program regulations, policies, documentation, and timelines.
2. Ensuring access to transportation services as defined in regulation including:
 - a. Administering transportation determinations
 - b. Assisting eligible families to access transportation to enable children to access quality child care;
 - c. Coordinating and processing transportation enrollment in BFIS; and
 - d. Monitoring regional transportation providers to ensure they meet transportation agreement requirements and report back to the designated State CIS team member.
3. Supporting Specialized Child Care providers including:
 - a. Assisting high quality child care providers in becoming Specialized Child Care Providers by conducting Welcome to Specialized Child Care visits, completing the requisite documentation and submitting it to the State. Supporting providers to maintain their Specialized Child Care Provider Agreement;
 - b. Providing resources and supports to child care providers in order to support the successful enrollment and healthy development of enrolled children. On- site services must be documented using the One Plan documentation as required of CIS integrated services; and

- c. Support services may include:
 - i. Assisting child care providers in accessing local resources and statewide systems for professional development and continuous quality improvement, which includes participating in, maintaining, and increasing Step Ahead Recognition System (STARS) levels. Accessing resources includes: Child Care Wellness Consultants; Child Care Resource Development Specialist; Vermont Birth-to-Five; Multi-tiered System of Supports; Mentoring, Assisting, Teaching, Coaching, and Helping (MATCH); etc.
 - ii. accessing community resources to support the needs of enrolled children and their families including other CIS services. Supporting child care providers, in collaboration with a child's family and CIS team, to develop and submit Special Accommodation Grant applications to the State.

APPENDIX 4 – TIMELINE

Children's Integrated Service (CIS) Timelines

This timeline represents the life of a CIS case record/One Plan

