



**STATE OF VERMONT**  
JOINT FISCAL OFFICE

**MEMORANDUM**

To: Joint Fiscal Committee members  
From: Sorsha Anderson, Senior Staff Associate  
Date: March 30, 2023  
Subject: REVISED – Expedited Review Request – JFO #3143

Enclosed please find one (1) item, which the Joint Fiscal Office has received from the Administration. *The Agency of Administration requested an expedited review of JFO #3143. Please respond by Wednesday, April 5, 2023.*

**JFO #3143:** \$514,694.00 to the Agency of Human Services, Department of Vermont Health Access from the DHHS/ONC via Passthrough from the Association of State and Territorial Health Officials. Funds will be used to support Vermont's participation in the COVID-19 Immunization Data Exchange, Advancement and Sharing learning community with the aim of advancing immunization information and health information exchange sharing. *[Received March 23, 2023, expedited review approval 3/30/2023]*

Please review the enclosed materials and notify the Joint Fiscal Office (Sorsha Anderson: sanderson@leg.state.vt.us) if you have questions or would like this item held for legislative review. Members will be polled on Wednesday, April 5, 2023, if they have not responded before then.

**From:** Farnham, Douglas <Douglas.Farnham@vermont.gov>  
**Sent:** Thursday, March 30, 2023 1:07 PM  
**To:** Sorsha Anderson <SAnderson@leg.state.vt.us>  
**Cc:** Catherine Benham <CBenham@leg.state.vt.us>; Daniel Dickerson <ddickerson@leg.state.vt.us>  
**Subject:** RE: JFO Package 3143

Members of the Joint Fiscal Committee,

On behalf of the Department of Vermont Health Access (DVHA), I'd like to request an expedited review of Grant Request – JFO #3143. The primary justification for this request is that the Administration's internal review process for this request took an exceptionally long time (approximately 6 months) and, because the work for this federal award must be completed by September 30, 2023, DVHA would like to start work as soon as possible and believe they can accomplish all necessary work by the deadline. I would highlight this discrepancy with the filing packet that, due to the extended review period, the financial activity will be compressed into the next 6 months. The primary reason for the extended review is that this agreement is a contract with the Association of State and Territorial Health Officials (ASTHO) and not a grant. This is an uncommon practice which we take all efforts to avoid but has been approved through the AA-1 process in the past ([JFO-3005-packet.pdf \(vermont.gov\)](#)). The administration worked with DVHA to address some contractual elements that gave us pause and amend the agreement to be as close to a grant relationship as possible. Ultimately, the benefits of receiving this federal funding were judged to outweigh the downsides of the contractual elements imposed by ASTHO. I am happy to help coordinate rapid responses to any questions or concerns the Committee may have and appreciate the Committee's consideration of this request for an expedited review.

Douglas R. Farnham  
Deputy Secretary, Agency of Administration  
109 State Street, 5<sup>th</sup> Floor, Montpelier, VT 05609-0201  
802-585-8119



**STATE OF VERMONT**  
JOINT FISCAL OFFICE

**MEMORANDUM**

To: Joint Fiscal Committee members  
From: Sorsha Anderson, Senior Staff Associate  
Date: March 28, 2023  
Subject: Grant Request – JFO #3143

Enclosed please find one (1) item, which the Joint Fiscal Office has received from the Administration.

**JFO #3143:** \$514,694.00 to the Agency of Human Services, Department of Vermont Health Access from the DHHS/ONC via Passthrough from the Association of State and Territorial Health Officials. Funds will be used to support Vermont's participation in the COVID-19 Immunization Data Exchange, Advancement and Sharing learning community with the aim of advancing immunization information and health information exchange sharing. *[Received March 23, 2023]*

Please review the enclosed materials and notify the Joint Fiscal Office (Sorsha Anderson: sanderson@leg.state.vt.us) if you have questions or would like this item held for legislative review. Unless we hear from you to the contrary by April 20, 2023, we will assume that you agree to consider as final the Governor's acceptance of this request.



**State of Vermont**  
 Department of Finance & Management  
 109 State Street, Pavilion Building  
 Montpelier, VT 05620-0401

[phone] 802-828-2376  
 [fax] 802-828-2428

Agency of Administration

<b>STATE OF VERMONT FINANCE &amp; MANAGEMENT GRANT REVIEW FORM</b>					
<b>Grant Summary:</b>		DVHA is receiving this grant from ASTHO to support Vermont's participation in the COVID-19 Immunization Data Exchange, Advancement, & Sharing (IDEAS) learning community with the aim of advancing immunization information and health information exchange data sharing.			
<b>Date:</b>		3/6/2023			
<b>Department:</b>		Department of Vermont Health Access			
<b>Legal Title of Grant:</b>		Strengthening the Technical Advancement and Readiness of Public Health via Health Information Exchange Program (STAR HIE Program)			
<b>Federal Catalog #:</b>		93.262			
<b>Grant/Donor Name and Address:</b>		DHHS/ONC via Passthrough from the Association of State and Territorial Health Officials (ASTHO) 885 Emory Point Drive, Suite C-100, Atlanta, GA 30329			
<b>Grant Period:</b>		<b>From:</b>		<b>To:</b>	
		7/7/2022		9/30/2023	
<b>Grant/Donation</b>		\$514,694			
	<b>SFY 1</b>	<b>SFY 2</b>	<b>SFY 3</b>	<b>Total</b>	<b>Comments</b>
<b>Grant Amount:</b>	\$266,194	\$248,500	\$	\$514,694	
<b>Position Information:</b>		<b># Positions</b>	<b>Explanation/Comments</b>		
		0			
<b>Additional Comments:</b>					
<b>Department of Finance &amp; Management</b>				Adam Digitally signed by Adam Greshin	
<b>Secretary of Administration</b>				Gr DocuSigned by: <i>Douglas Farnham</i> 41948B1C0A36415...	
<b>Sent To Joint Fiscal Office</b>				Anna Reinold Digitally signed by Anna Reinold Date: 2023.03.23 15:19:23 -0400	
				<b>Date</b>	





Requisition #0130

00-FE-3300-01-00 Agency of Human Services,  
Department of Vermont Health Access

**SUBRECIPIENT AGREEMENT**

This Agreement entered into as of this 15<sup>th</sup> day of November, 2022 by and between the Association of State and Territorial Health Officials (hereinafter referred to as "ASTHO") and **The Agency of Human Services, Department of Vermont Health Access** (hereinafter referred to as "Contractor").

**WHEREAS**, ASTHO desires to engage the Contractor to participate in the COVID-19 Immunization Data Exchange, Advancement & Sharing (IDEAS) learning community with the aim of advancing immunization information system (IIS) and health information exchange (HIE) data sharing in their jurisdiction, in connection with an undertaking or project titled, "*ONC COVID-19 Immunization Data Exchange, Advancement, and Sharing (IDEAS)*," funded wholly or in part by the U.S. Department of Health and Human Services (hereinafter referred to as the "Project"); and

**WHEREAS**, the Contractor desires to render such services in connection with the Project,

**NOW, THEREFORE**, in consideration of the above, and the mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

1. **Engagement.** ASTHO hereby engages the Contractor, and the Contractor hereby accepts the engagement, to perform the work set forth in the attached Scope of Work, which is incorporated by reference and made a part of this Agreement.

2. **Term.** This Agreement shall commence **July 7, 2022** and shall continue until **September 30, 2023** unless earlier terminated as allowed pursuant to the General Terms and Conditions. Work under this Agreement shall be completed within the time schedule set forth in the attached Scope of Work.

3. **Compensation.** The Contractor shall be compensated for the work to be performed under this Agreement as detailed in the attached Scope of Work. In no event will the total compensation to be paid to the Contractor exceed the sum of **\$514,694**.

4. **Terms and Conditions.** The "General Terms and Conditions" and any Addendums, all of which are attached hereto, are incorporated by reference and made a part of this Agreement. The Contractor must return an executed copy of this Agreement to ASTHO within 10 business days of receipt or the contract will be cancelled. ASTHO reserves the right to accept or decline any proposed changes to the terms and conditions.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth below.

**ASSOCIATION OF STATE AND  
TERRITORIAL HEALTH OFFICIALS**

**AGENCY OF HUMAN  
SERVICES  
DEPARTMENT OF  
VERMONT HEALTH  
ACCESS**

DocuSigned by:  
Zarnaaz Bashir  
Signature

DocuSigned by:  
Andrea De La Bruere  
Signature

Zarnaaz Bashir, Deputy Chief Executive Officer  
Name and Title

Andrea De La Bruere Commissioner  
Name and Title

Date: 11/28/2022

Date: 11/23/2022

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00-FE-3300-01-00 Agency of Human Services,  
Department of Vermont Health Access

**CONTRACTUAL CONTACT INFORMATION**

<b>ASTHO Contacts</b>	<b>Contracting Party Contacts</b>
<p><b><i>Programmatic Contact &amp; Invoice Submission</i></b></p> <p>Elizabeth Ruebush Senior Director, Immunization and Infectious Association of State and Territorial Health Officials <b>National Headquarters:</b> 2231 Crystal Drive, Suite 450 Arlington VA 22202 <b>Regional Offices:</b> 855 Emory Point Dr. Suite C-100 Atlanta, GA 30329 Email: <a href="mailto:eruebush@astho.org">eruebush@astho.org</a> Phone: 202-371-9090</p>	<p><b><i>Programmatic Contact</i></b></p> <p>Jessie Hammond Public Health Statistics Chief (802) 863-7663 <a href="mailto:Jessie.Hammond@vermont.gov">Jessie.Hammond@vermont.gov</a></p>
<p><b><i>Contractual/ Fiscal Contact</i></b></p> <p>Hunter McConnell Contracts Manager Association of State and Territorial Health Officials <b>National Headquarters:</b> 2231 Crystal Drive, Suite 450 Arlington, VA 22202 <b>Regional Offices:</b> 855 Emory Point Dr. Suite C-100 Atlanta, GA 30329 Email: <a href="mailto:hmcconnell@astho.org">hmcconnell@astho.org</a> Phone: 202-371-9090</p>	<p><b><i>Contractual Contact/ Fiscal</i></b></p> <p>Meaghan Kelley Department of Vermont Health Access NOB 1 South, 280 State Drive Waterbury, VT, 05671 Email: <a href="mailto:Meaghan.Kelley@vermont.gov">Meaghan.Kelley@vermont.gov</a> Phone: 802-585-0302</p>

**Attachments incorporated as part of this Agreement:**

- X **General Terms and Conditions**
- X **Special Terms and Conditions** (*incorporated, see pages 3-11*)
- X **Scope of Work**
- X **Travel Policies**
- X **ASTHO Style Guide** (*email attachment*)
- X **Debarment Certification**
- X **Sub-recipient Addendum**

Other: \_\_\_\_\_

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00-FE-3300-01-00 Agency of Human Services,  
Department of Vermont Health Access

## GENERAL TERMS AND CONDITIONS

### 1. Definitions (*Revised*)

A. *Agreement* shall mean the Master Agreement entered into between Contractor and ASTHO, including the Scope of Work, these General Terms and Conditions, and any other Addendums, attachments and exhibits.

B. *Services* shall mean those services Contractor is to provide pursuant to the Agreement, including any Scope of Work.

C. *Work* shall mean all deliverables, documents, data, goods, and other materials produced, developed, collected, or authored by Contractor and provided to or requested by ASTHO that are necessary to demonstrate compliance with applicable Federal requirements or satisfaction of Contractor's performance expectations pursuant to the Agreement.

D. *Concerned Funding Agency* means the U.S. Department of Health and Human Services or any other governmental entity providing funding, in whole or in part, related to the Agreement.

### 2. Relationship

The Contractor is a **Government Agency**, and the relationship between ASTHO and the Contractor shall be solely contractual and not in the nature of a partnership, joint venture, or general agency. Neither party may speak nor act on behalf of the other, nor legally commit the other.

### 3. Ownership Rights (*Revised*)

ASTHO shall have a perpetual, irrevocable, royalty-free license to utilize all plans, documents, reports, and other Work.

Without limiting the foregoing, ASTHO shall have access to the Work at any time during the term of the Agreement.

### 4. Warranties and Representations (*Revised*)

The Contractor warrants and represents that: (a) the Services shall conform to the Scope of Work in all respects; (b) the Work shall be original to the Contractor and shall not infringe the copyright or other rights of any party; (c) the Contractor possesses, and shall employ, the resources necessary to perform the Services in conformance with the Agreement; (d) the Services shall be performed, and the Work produced, in accordance with high standards of expertise, quality, diligence, professionalism, integrity, and timeliness; and (e) as a part of the Executive Branch of the State of Vermont, Contractor is obligated to act exclusively on behalf of and in the interests of the State of Vermont, as authorized under the law of the State of Vermont. Excepting the foregoing, the Contractor has no interest, relationship, or bias that could present a financial, philosophical, business, or other conflict with the performance of the Work or create a perception of a conflict or a lack of independence or objectivity in performing the Work.

### 5. Time of the Essence

Time is of the essence in respect of the Services to be performed and Work to be produced by the Contractor.

### 6. Compliance with the Law

The Contractor shall at all times act in accordance with all applicable governmental laws and regulations.

### 7. Key Personnel

Any personnel identified in the Scope of Work as individuals who will be performing the Services or producing the Work may not be changed without the written approval of ASTHO.

### 8. Publicity and Media

The Contractor shall not make any public statements or communications relating to the existence or performance of the Agreement, including the Services and the Work, or conduct any interviews or respond to any inquiries,



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Department of Vermont Health Access

concerning the same, without the express written consent of ASTHO or as required by law. All media inquiries shall be directed to ASTHO Public Relations Office at [pr@astho.org](mailto:pr@astho.org).

When issuing statements, press releases, publications, requests for proposals, bid solicitations and other documents, such as toolkits, resource guides, websites, and presentations, Contractor must include the following acknowledgment of support and disclaimer:

**Conference/Meeting/Seminar Materials Disclaimer:** If a conference/meeting/seminar is funded under this Agreement, the Contractor must include the following statement on conference materials, including promotional materials, agenda, and internet sites:

*Funding for this conference was made possible (in part) by **Grant Number 90C30025/01-04, CFDA 93.462**, from the U.S. Department of Health and Human Services/Centers for Disease Control and Prevention. The views expressed in written conference materials or publications and by speakers and moderators do not necessarily reflect the official policies of the Department of Health and Human Services, nor does the mention of trade names, commercial practices, or organizations imply endorsement by the U.S. Government.*

**Audio Visual Production Disclaimer:** Audiovisual” means any product containing visual imagery, sound, or both, such as motion pictures, films, videotapes, podcasts, live or recorded radio or television programs or public service announcements, slide shows, filmstrips, audio recordings, multimedia presentations, or exhibits where visual imagery, sound, or both are an integral part. “Production” refers to the steps and techniques used to create a finished audiovisual product, including, but not limited to, design, layout, scriptwriting, filming or taping, fabrication, sound recording, and editing.

If an audio-visual production is funded under this Agreement, the Contractor must include the following statement:

*The production of this [type of audiovisual (motion picture, television program, etc.)] was supported by **Grant Number 90C30025/01-00, CFDA 93.462**, from the US Department of Health and Human Services/Centers for Disease Control and Prevention]. Its contents are solely the responsibility of [Contractor/Contractor Agency name] and do not necessarily represent the official views of the U.S. Department of Health and Human Services/Centers for Disease Control and Prevention.*

**Logo Use for Conference and Other Materials:** Neither the Department of Health and Human Services (HHS) nor the CDC logo may be displayed if such display would cause confusion as to the funding source or give false appearance of Government endorsement. Use of the HHS name or logo is governed by U.S.C. Part 1320b-10, which prohibits misuse of the HHS name and emblem in written communication. A non-federal entity is unauthorized to use the HHS name or logo governed by U.S.C. Part 1320b-10. The appropriate use of the HHS logo is subject to review and approval of the HHS Office of the Assistant Secretary for Public Affairs (OASPA). Moreover, the HHS Office of the Inspector General has authority to impose civil monetary penalties for violations (42 CFR Part 1003).

Accordingly, neither the HHS nor the CDC logo can be used by the Contractor without the express, written consent of ASTHO and the Concerned Funding Agency. ASTHO Public Relations Office can assist with facilitating such a request. It is the responsibility of the Contractor to request consent for use of the logo in sufficient detail to ensure a complete depiction and disclosure of all uses of the ASTHO and Government logos. In all cases for utilization of Government and ASTHO logos, the Contractor must ensure written consent is received. Further, the HHS and CDC logo cannot be used by the Contractor without a license agreement setting forth the terms and conditions of use.

#### **9. Assignment and Subcontracting**

The Contractor shall not assign or subcontract any portion of the Agreement, or its obligations or rights thereunder, without the prior written consent of ASTHO. Any attempted assignment or subcontracting in violation of this provision shall be void.

#### **10. Review and Coordination**

To ensure adequate review and evaluation of the Services and Work, and proper coordination among interested parties, ASTHO shall be kept fully informed concerning the progress of the Work and Services to be performed

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hereunder, and, further, ASTHO may require the Contractor to meet with designated officials of ASTHO from time to time to review the same.

**11. Inspection of Work**

The Contractor shall comply with any request to make the Work available, in its then current status, to authorized representatives of ASTHO and/or of any Concerned Funding Agency for inspection and review in order to assess compliance with, and progress toward completion of, the Agreement. The Contractor shall fully cooperate in any such inspection and review.

**12. Confidential Information (Revised)**

Any information regarding ASTHO that is not generally publicly known or available, whether or not such information would constitute a trade secret under statutory or common law, that is disclosed to or discovered by the Contractor during the course of the Agreement (hereinafter, "Confidential Information") shall be considered confidential and proprietary to ASTHO, and the Contractor shall maintain all Confidential Information in confidence; shall employ reasonable efforts to ensure the security of the Confidential Information; and shall not disclose the Confidential Information to any third party or use the Confidential Information except as necessary to perform the Services or produce the Work.

Should the Contractor receive a subpoena directing disclosure of any Confidential Information, the Contractor shall immediately inform ASTHO and cooperate fully with ASTHO in responding to the subpoena.

Should the Contractor receive a request under the Vermont Public Records Act, 1 V.S.A. § 315 et seq., directing disclosure of any Confidential Information, the Contractor shall immediately inform ASTHO and cooperate fully with ASTHO in responding to the request.

**13. Financial Record Keeping and Inspection**

The Contractor warrants that it shall, during the term of the Agreement and for a period of three (3) years following the date of submission of the final expenditure report, maintain accurate and complete financial records, including accounts, books, and other records related to charges, costs, disbursements, and expenses, in accordance with generally accepted accounting principles and practices, consistently applied. ASTHO, directly or through its authorized agents, auditors or other independent accounting firm, at its own expense, and the Concerned Funding Agency directly or through its duly authorized representatives, shall have the right, from time to time, upon at least ten (10) days' notice, to audit, inspect, and copy the Contractor's records. The Contractor shall fully cooperate, including by making available such of its personnel, records, and facilities as are reasonably requested by ASTHO or the Concerned Funding Agency. This Section shall remain in force during the term of the Agreement and for the three (3) years following the termination or expiration of the Agreement. If an audit, litigation, or other action involving the records is started before the end of the three (3) year period, Contractor agrees to maintain the records until the end of the three (3) year period or until the audit, litigation, or other action is completed, whichever is later.

The Contractor further acknowledges and agrees that in the event the Contractor has expenditures of \$750,000 or more in total federal awards, including this Agreement, Contractor shall be subject to audit by the federal government as provided for under OMB Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (Omni Circular). Contractor further agrees to cooperate and to promptly furnish any requested information in the course of any audit of ASTHO by the federal government under the Omni Circular.

**14. Remedies**

The Contractor acknowledges that monetary damages alone will not adequately compensate ASTHO in the event of a breach by the Contractor of the restrictions imposed and set forth in Sections paragraph 12 and 13, and therefore the Contractor hereby agrees that in addition to all remedies available to ASTHO at law or in equity, including, any applicable State trade secrets law, ASTHO shall be entitled to interim restraints and permanent injunctive relief for enforcement thereof, and to an accounting and payment of all receipts realized by the Contractor as a result of such breach.

**15. Allowable Costs**

Allowable costs shall be determined in accordance with the Omni Circular as well as by the terms of the agreement between ASTHO and the Concerned Funding Agency, and any rules of, or guidelines issued by, the Concerned

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**00-FE-3300-01-00 Agency of Human Services,  
Department of Vermont Health Access**

Funding Agency. The Contractor is responsible for reimbursing ASTHO in a timely and prompt manner for any payment made under this subcontract, which is subsequently determined to be unallowable by ASTHO, the Concerned Funding Agency, or other appropriate Federal or State officials.

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00-FE-3300-01-00 Agency of Human Services,  
Department of Vermont Health Access**16. Concerned Funding Agency**

The Contractor shall comply with all rules, regulations, policies, and requirements of the Concerned Funding Agency applicable to agreements such as this Agreement. Without limiting the foregoing, when the Concerned Federal Agency is HHS, these shall include in particular: the HHS Grants Policy Statement; **the salary rate limitation prohibiting HHS funds from being used to pay the direct salary of an individual at a rate in excess of the federal Executive Schedule Level II (see table below)**; and the prohibition on utilizing HHS funds in connection with federal lobbying activity funds (45 CFR Part 93).

<b>Executive Level II Salary Rates</b>	
January 1, 2020 - September 30, 2020	\$197,300
January 1, 2021 - September 30, 2021	\$199,300
January 1, 2022 - September 30, 2022	\$203,700

Contractor confirms that it has disclosed to the Concerned Funding Agency in writing and on a timely basis (a) any potential conflict of interest in accordance with applicable Agency policy; and (2) all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.

This Agreement is subject to the terms of any agreement between ASTHO and a Concerned Funding Agency and in particular may be terminated by ASTHO without penalty or further obligation if the Concerned Funding Agency terminates, suspends, or materially reduces its funding for any reason. Additionally, the payment obligations of ASTHO under this Agreement are subject to the timely fulfillment by Concerned Funding Agency of its funding obligations to ASTHO.

**17. Flow-down Provisions (no change)**

The Contractor agrees to assume, as to ASTHO, the same obligations and responsibilities that ASTHO assumes toward the Concerned Funding Agency under those Federal Acquisition Regulations (FAR), if any, and applicable Concerned Funding Agency acquisition regulations, if any, that are mandated by their own terms or other law or regulation to flow-down to subcontractors or subgrantees, and therefore the Agreement incorporates by reference, and the Contractor is subject to, all such mandatory flow-down clauses. Such clauses, however, shall not be construed as bestowing any rights or privileges on the Contractor beyond what is allowed by or provided for in the Agreement, or as limiting any rights or privileges of ASTHO otherwise allowed by or provided for in the Agreement. The Contractor also agrees to flow-down these same provisions to any lower-tier subcontractors.

This Agreement incorporates one or more FAR clauses by reference, with the same force and effect as if they were given in full context. The incorporation of the FAR clauses applies only to the grant funding identified in this Agreement.

**18. Term and Termination**

The Agreement shall be for such term as is set forth in the Agreement. The Agreement may be terminated by ASTHO prior to the end of any term on fifteen (15) days written notice.

In addition, this Agreement may be terminated by either party on written notice should the other party: (a) fail to cure a material breach within ten (10) days of delivery of written notice; (b) become insolvent; (c) be the subject of a bankruptcy filing; or (d) cease doing business.

If the Agreement is an incentive-based fixed price agreement in which payment is due to the Contractor for the submission of the signed agreement, and whereas the Contractor initiates an early termination of the Agreement for any reason, ASTHO reserves the right to withhold the incentive payment. If the incentive payment is issued prior to an early termination of the Agreement by the Contractor, the Contractor must promptly return to ASTHO the full amount of the incentive payment.

All contracts in excess of the small purchase threshold fixed at 41 U.S.C.403(11) (currently \$250,000) shall contain suitable provisions for termination by ASTHO, including the manner by which termination shall be effected and the basis for settlement. In addition, such contracts shall describe the conditions under which the contract may be terminated for default, including termination of the award for failure of the Contractor to meet the outcomes/goals as

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Department of Vermont Health Access

indicated in their scope of work (SOW) or workplans, as well as conditions where the contract may be terminated due to circumstances beyond the control of the Contractor.

Upon termination, the Contractor shall deliver to ASTHO: all Work, whether in final or draft form, that has been produced as of the date of termination; all Confidential Information; and any materials or items previously provided to the Contractor by ASTHO. Upon receipt thereof by ASTHO, the Contractor shall be paid for work performed, through the date of termination, excluding any incentive payment(s) due for the submission of the signed agreement.

In all instances of terminations, the Contractor shall use best efforts to not incur new costs and expenses after the notice of termination, and shall cancel as many outstanding obligations as possible.

**19. Indemnification [Reserved]**

**20. Special Damages**

Neither party shall be liable to the other for consequential or indirect damages, including lost profits, or for punitive damages, arising from breach of the Agreement.

**21. Limitation of Liability**

Notwithstanding any other provision of the Agreement, under no circumstances shall the liability of ASTHO to the Contractor exceed the total amount of compensation to be paid to the Contractor.

**22. Vermont Tort Claims Act (*replaces Section 22: Insurance*)**

Claims against Contractor, arising out of the Contractor's employees acts or omissions in performance of the Agreement, in respect of death or personal injury, or loss of or damage to property, may be made as permitted by and in the manner allowed under the Vermont Tort Claims Act. 12 V.S.A. § 5061 et seq.

**23. Governing Law; Forum Selection.**

This contract is deemed made in the State of Vermont and shall be governed by, subject to, and construed in accordance with the laws of the State of Vermont (without giving effect to its conflict of law rules). All actions, suits, or proceedings between the parties hereto with respect to the Agreement shall be litigated in the State or federal courts located in the State of Vermont.

**24. Waiver**

No failure or delay by either party to exercise any right, power or remedy will operate as a waiver of the same, nor will any partial exercise preclude any further exercise of the same or some other right, power or remedy.

**25. Entire Agreement**

The Agreement constitutes the entire agreement between the parties relating to the subject matter of the contract. The Agreement supersedes all prior negotiations, representations, and undertakings, whether written or oral.

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00-FE-3300-01-00 Agency of Human Services,  
Department of Vermont Health Access**26. Modification**

The Agreement may not be modified except by further written agreement signed by the parties. The parties may enter into a change letter that modifies any aspect of the Agreement or any Addendum or Attachment, including the Scope or Services, rather than issuing a new version of the affected document.

**27. Severability**

If for any reason any part of the Agreement is held to be unenforceable, illegal, or invalid, that unenforceability, illegality or invalidity will not affect any other provisions, which will continue in full force and effect.

**28. Successors and Assigns**

The Agreement shall be binding on the parties' respective successors, heirs, and permitted assigns.

**29. Survival**

Those provisions that logically would survive termination or that impose requirements beyond the stated term, and this Section 29, shall survive termination of this the Agreement.

**30. Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights.**

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908. Specifically, no employee of Contractor may be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to those federal employees and other persons listed in 41 U.S.C. 4712(a)(2) information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation (FAR).

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold (*currently \$250,000*) as described in section 2.101 of FAR.

**31. Required Disclosures for Federal Awardee Performance and Integrity Information System (FAPIIS).**

Consistent with 45 CFR 75.113, Contractor must disclose in a timely manner, in writing to ASTHO, with a copy to the HHS Office of Inspector General (OIG), all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award.

**32. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment:**

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by **Huawei Technologies Company or ZTE Corporation** (or any subsidiary or affiliate of such entities).
  - (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by **Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company** (or any subsidiary or affiliate of such entities).
  - (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
  - (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director

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of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

- (b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

**33. Domestic Preferences for Procurement - "Maximizing Use of American-Made Goods, Products, and Materials (E.O. 13881):"** Executive Order 13881 promotes the Buy American Act, 41 U.S.C. §§ 8301-8305, proposing the policy of the United States to buy American and to maximize, consistent with law, the use of goods, products, and materials produced in, and services offered in, the United States. The proposed rule revives heightened restrictions for commercially available-off-the-shelf ("COTS") products. The Buy American Act ("BAA") restricts the country of origin of goods bought by the U.S. government, requiring the purchase of "manufactured articles, materials, and supplies that have been manufactured in the United States substantially all from articles, materials, or supplies, mined, produced, or manufactured, in the United States." 41 U.S.C. § 8302(a). Numerous exceptions are available, however, allowing the government to purchase foreign-made products in many situations, particularly where a domestic alternative is not available or is too expensive. It is this last exception at which the new proposed rule takes particular aim.

Under the current FAR rules (particularly Subparts 25.1, 25.2, and 25.5), a domestic end product is one where: (1) the end-product is manufactured in the United States, and (2) more than 50 percent of the cost of all component parts are manufactured in the United States. FAR 25.101. The agencies anticipated to be impacted by this executive order include the Departments of Defense and Commerce, the National Aeronautics and Space Administration, the General Services Administration, and the Executive Office of the President. The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts.

**34. The Vermont Public Records Act (added)**

Notwithstanding these General Terms and Conditions, ASTHO acknowledges and agrees that this Agreement and any and all information obtained by Contractor in connection with this Agreement are subject to the State of Vermont Access to Public Records Act, 1 V.S.A. § 315 et seq.

**35. Sovereign Immunity (added)**

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

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00-FE-3300-01-00 Agency of Human Services,  
Department of Vermont Health Access**SCOPE OF WORK****A. General Description of Engagement**

The Agency of Human Services, Department of Vermont Health Access (“The Contractor”) will participate in the COVID-19 Immunization Data Exchange, Advancement & Sharing (IDEAS) learning community with the aim of advancing immunization information system (IIS) and health information exchange (HIE) data sharing in their jurisdiction. As part of this work, the Contractor will be responsible for generating a project charter; developing and implementing jurisdiction-specific action plans; engaging in learning community and technical assistance (TA) activities; conducting project evaluation efforts; completing a sustainability assessment; reporting on progress; and supporting dissemination of lessons learned.

ASTHO, with support from national partners and subject matter experts, will provide The Contractor with TA to advance their data exchange efforts.

**B. Textual Description of Key Tasks**

The Contractor will participate in the following activities, with the aim of advancing IIS and HIE data exchange:

1. **Identification and engagement of a cross-sector state team:** State team members will represent key roles from the health agency (e.g., health official, senior deputy, immunization manager, IIS manager, informatics, information technology (IT), and/or legal subject matter experts) and HIE (e.g., chief executive officer, informatics, IT, and/or legal subject matter experts). The State team will be responsible for advancing IIS and HIE data sharing efforts in their jurisdiction.
2. **Joint project planning activities:** Members of the State team will work collaboratively to scope and plan state-level project activities aimed at advancing IIS and HIE data sharing in their jurisdiction. Discrete planning activities will involve:
  - a. Developing a **project charter** outlining project purpose, scope, resources, etc.
  - b. Developing a **joint action plan** outlining goals, objectives, and action steps. Planned activities shall, as a minimum, include providing support for the implementation of a data sharing pilot by affiliated stakeholders with live or test COVID-19 immunization data.

Discrete milestones will be selected to measure progress towards objectives. ASTHO will work with the state team to identify meaningful and feasible milestones. As appropriate, ASTHO may accept prior relevant work that meets the charter and/or action plan requirement. State teams may also pursue other optional planning activities such as jurisdiction-specific environmental assessments, needs & readiness assessments, etc.

3. **Action plan implementation:** The State team will work collaboratively to advance goals and objectives articulated in their action plan. The team will meet/communicate regularly during the course of the project, and as needed, engage additional jurisdictional stakeholders to foster buy-in, collect input, and share project updates.
4. **Participation in learning community & TA activities:** State team members will participate in regular IDEAS learning community calls, submit TA requests as needed and participate in relevant TA offerings, and engage with other states participating in the learning community to support peer-to-peer learning.  
Note: For the IDEAS learning community calls, at least two members of the State team (representing the health agency and HIE) will be expected to participate and present project updates from their jurisdiction.
5. **Development of a final report and sustainability plan:** State team members will review and document the staff, program, activities, and other resources utilized to implement project work. State team members will also document resources needed to continue momentum in support of



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data sharing and/or maintain beneficial changes put in place during the project.

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- 6. Participation in evaluation, progress reporting, and dissemination of lessons learned:** State teams will engage regularly with IDEAS learning community staff through project check-ins and submission of regular progress reports. State teams will also participate in ASTHO-led evaluation activities and dissemination of lessons learned.

**C. Summary Table of Tasks, Deliverables, and Due Dates**

TASK	DELIVERABLE	DUE DATE
1	Identification of cross-sector state team	July 31, 2022
2a	Completion of project charter	August 31, 2022
2b	Completion of action plan	September 15, 2022
3a	Completion of progress report 1, which will document action plan implementation, including reaching milestone 1 (to be selected by state team and ASTHO).	November 30, 2022
3b	Completion of progress report 2, which will document action plan implementation, including reaching milestone 2 (to be selected by state team and ASTHO).	May 31, 2023
4a	Participation in learning community kick-off meeting	July 31, 2022
4b	Ongoing engagement in learning community & TA activities - first learning community meeting of budget period 2	March 30, 2023
5	Completion of final report with sustainability plan	September 15, 2023
6	Completion of final evaluation and participation in at least one dissemination opportunity.	September 30, 2023

**D. Compensation and Reporting Requirements**

Contractor shall be compensated on a cost reimbursement basis according to the financial budget prepared by Contractor, approved by ASTHO, and attached to this Agreement. The total reimbursable amount may not exceed **\$514,694**. Reallocations of less than 10% of a line item or \$500 between budgeted line items are allowed but the ASTHO programmatic and financial contacts must be notified within thirty days. Reallocations of more than these amounts may be allowed but must be approved in advance by ASTHO. All incurred costs must be reasonable and conform to any provision of this Agreement regarding Allowable Costs.

- ***Budget period 1 (July 7, 2022 to January 14, 2023) total not to exceed \$266,194***
- ***Budget period 2 (January 15, 2023 to Sept 30, 2023) total not to exceed \$248,500***

**Contractor must submit invoices to the program contact listed on page two of this agreement and send an electronic copy to [AccountsPayable@astho.org](mailto:AccountsPayable@astho.org) to receive payment.** Contractor shall render an invoice to ASTHO on a monthly basis on or before the last day of the subsequent month in which expenses were incurred. A narrative report describing activities conducted during the period must accompany each invoice. **The invoice should reference: “Requisition #0130 – Project FE-3300-01-00,” and must detail current period expenditures and cumulative expenditures versus the approved budget, along with the Purchase Order number detailed in the separate PDF attachment that will be sent along with the fully executed agreement.**

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ASTHO will review the invoice and pay Contractor for work that has been judged acceptable. ASTHO maintains the right to withhold payment, as a result of work determined at its sole discretion to be incomplete, late, or that does not meet the content expectations that ASTHO has shared with Contractor either verbally or in writing. **Contractor must submit final invoice within 30 days of contract end date, no later than October 31, 2023 to receive payment.** Payment of the final invoice will not be made until all work has been completed and has been judged acceptable by ASTHO. Failure to provide a timely invoice(s) may result in non-payment of expenses for completed work or deliverables due to grant close-out. Invoice(s) will be paid within 30 days of receipt at ASTHO.

The Contractor shall return to ASTHO all overpayments, such as those due to actual rates or costs being less than estimated or provisional rates, or due to any other cause, in a timely and prompt manner.

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 <b>ONC BUDGET APPROVAL - BUDGET PERIOD 1</b>					
<b>I. CONTRACT INFORMATION</b>					
Contractor Name	Agency of Human Services Department of Vermont Health Access		ASTHO Lead Staff	J.T. Lane, Jamie Pina, Elizabeth Ruebush, Daniel Tauriello	
Project Name	ONC IDEAS Project		Budget Period	July 7, 2022 - Jan 14, 2023	
Project Code	FE-3300-01-00		Payment Method	Cost Reimbursement	
Date Submitted	9/15/2022		Total Budget Period Amount	\$ 266,194.00	
<b>II. DIRECT LABOR</b>					
Project Task	Personnel	Duration (Months)	% FTE	Salary (\$)	Total Cost
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
<b>SUBTOTAL DIRECT LABOR</b>					\$ -
<b>FRINGE BENEFITS (%)</b>					\$ -
<b>SUBTOTAL DIRECT LABOR + FRINGE</b>					\$ -
<b>III. CONSULTANTS/CONTRACTORS (e.g. a temp agency, subcontract, etc.)</b>					
Consultant/Contractor Name	Rate (\$)	# of Hours	Total Cost		
TBD: Strategic and Technical Planning Consultant	175	1000	\$ 175,000.00		
Vermont Information Technology Leaders	140	525	\$ 73,500.00		
			\$ -		
			\$ -		
<b>SUBTOTAL CONSULTANTS/CONTRACTORS</b>					\$ 248,500.00
<b>IV. MATERIALS/SUPPLIES</b>					
Item	Cost/Unit (\$)	# of Units	Total Cost		
			\$ -		
			\$ -		
			\$ -		
			\$ -		
			\$ -		
			\$ -		
			\$ -		
			\$ -		
			\$ -		
<b>SUBTOTAL DIRECT MATERIALS</b>					\$ -
<b>V. TRAVEL</b>					
Travel Expense	Total Cost				
Travel to Conferenece & Learning Community in-person convening - 6 staff	\$17,694				
<b>SUBTOTAL TRAVEL</b>					\$ 17,694.00
<b>VI. OTHER EXPENSES</b>					
Item	Total Cost				
	\$ -				
	\$ -				
	\$ -				
	\$ -				
	\$ -				
	\$ -				
	\$ -				
	\$ -				
	\$ -				
	\$ -				
	\$ -				
<b>SUBTOTAL OTHER EXPENSES</b>					\$ -
<b>VII. TOTAL DIRECT COSTS</b>					
<b>TOTAL DIRECT COSTS</b>					\$ 266,194.00
<b>VIII. INDIRECT COSTS</b>					
G&A/Indirect Costs	Percentage %	Cost	Total Cost		
Indirect Cost Rate/G&A			\$ -		
<b>TOTAL REQUESTED BUDGET AMOUNT</b>					\$ 266,194.00

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00-FE-3300-01-00 Agency of Human Services,  
Department of Vermont Health Access

astho™		ONC BUDGET APPROVAL - BUDGET PERIOD 2			
<b>I. CONTRACT INFORMATION</b>					
Contractor Name	Agency of Human Services Department of Vermont Health Access		ASTHO Lead Staff	J.T. Lane, Jamie Pina, Elizabeth Ruebush, Daniel Tauriello	
Project Name	ONC IDEAS Project		Budget Period	Jan 15, 2023 - Sept. 30, 2023	
Project Code	FE-3300-01-00		Payment Method	Cost Reimbursement	
Date Submitted	9/15/2022		Total Budget Period Amount	\$248,500	
<b>II. DIRECT LABOR</b>					
Project Task	Personnel	Duration (Months)	% FTE	Salary (\$)	Total Cost
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
<b>SUBTOTAL DIRECT LABOR</b>					\$ -
<b>FRINGE BENEFITS (%)</b>					\$ -
<b>SUBTOTAL DIRECT LABOR + FRINGE</b>					\$ -
<b>III. CONSULTANTS/CONTRACTORS (e.g. a temp agency, subcontract, etc.)</b>					
Consultant/Contractor Name	Rate (\$)	# of Hours	Total Cost		
TBD: Strategic and Technical Planning Consultant	175	1000	\$	175,000.00	
Vermont Information Technology Leaders	140	525	\$	73,500.00	
			\$	-	
			\$	-	
<b>SUBTOTAL CONSULTANTS/CONTRACTORS</b>					\$ 248,500.00
<b>IV. MATERIALS/SUPPLIES</b>					
Item	Cost/Unit (\$)	# of Units	Total Cost		
			\$	-	
			\$	-	
			\$	-	
			\$	-	
			\$	-	
<b>SUBTOTAL DIRECT MATERIALS</b>					\$ -
<b>V. TRAVEL</b>					
Travel Expense	Total Cost				
<b>SUBTOTAL TRAVEL</b>					\$ -
<b>VI. OTHER EXPENSES</b>					
Item	Total Cost				
<b>SUBTOTAL OTHER EXPENSES</b>					\$ -
<b>VII. TOTAL DIRECT COSTS</b>					
<b>SUBTOTAL TOTAL DIRECT COSTS</b>					\$ 248,500.00
<b>VIII. INDIRECT COSTS</b>					
G&A/Indirect Costs	Percentage %	Cost	Total Cost		
Indirect Cost Rate/G&A			\$	-	
<b>TOTAL REQUESTED BUDGET AMOUNT</b>					\$ 248,500.00

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00-FE-3300-01-00 Agency of Human Services,  
Department of Vermont Health Access

## ASSOCIATION OF STATE AND TERRITORIAL HEALTH OFFICIALS

National Headquarters  
2231 Crystal Drive, Suite 450  
Arlington, VA 22202  
(202) 371-9090

Regional Office  
600 Peachtree Street NE, Suite 1000  
Atlanta, GA 30308  
(202) 371-9090

www.astho.org  
@ASTHO

## ASTHO Travel and Reimbursement Procedures CONTRACTORS

- **Airfare:** Is allowed and should be on “American” carriers, unless doing so would be disadvantageous to ASTHO. Costs in excess of the lowest available commercial discount fare or standard coach fare are unallowable, except for the following: Would require circuitous route, add lengthy delays that affects the traveler’s ability to reasonably meet other work-related obligations, or does not provide for medical needs of the traveler. Travelers must justify the use of a fare greater than lowest available fare. ASTHO requires pre-approval of any airfare greater than \$500.00. ASTHO will pay airfare to/from the traveler’s nearest airport to/from meeting location airport or within 25 miles of such airport if more than one is available. The cost of canceling and rebooking ticket is not reimbursable, unless it can be shown that it was necessary or required for legitimate business reasons. In addition, ASTHO will pay for check baggage as follows: 1 bag for expected stay of 5 days or less; 2 bags for expected stay of 5 days or more. ASTHO will not reimburse for excess or overweight baggage.
- **Rail Transportation:** Is an allowed transportation expenses and can be used when either flying or driving is not feasible or for health or other approved reasons. Approval is required for rail services when the associated cost of flying is lower than rail service by more than \$75.00. Rail service should be in coach class.
- **Lodging:** Is allowed and cannot exceed the GSA lodging per diem for the location in which ASTHO business is being conducted. If lodging cannot be found within the GSA rate, prior approval from the Deputy CEO is required. Local or long-distance phone calls directly from the hotel room will not reimbursed.
- **Personal Vehicle Transportation:** Travelers using personal automobiles on ASTHO business will be reimbursed at a per mile rate, based on the IRS rate at the time of travel. At no time will ASTHO reimburse more than the cost that would have been incurred had rail or air transportation been used. Any expected mileage over \$300.00 requires prior approval. Use of the personal vehicles is permitted provided the traveler has a valid driver’s license and has adequate insurance protection as required by state law in which the vehicle is registered. Automobile liability, bodily injury and property and physical damage insurance while on ASTHO travel is the responsibility of the traveler. ASTHO will reimburse travelers for travel from/to their home/place of business to/from the airport.

## Requisition #0130

- **Meals:** Travelers will be reimbursed according to the GSA meals and incidentals per diem rate (**currently \$79/day for Arlington, VA**). The first day of travel is paid at 75% of the full per diem rate. Deductions from the per diem amount will be made when the meeting or conference included that particular meal, except for documented dietary restrictions not able to be accommodated by the conference restaurant or caterer. Alcoholic beverages consumed with meals are not allowable costs and will not be reimbursed.
- **Rental Vehicle Transportation:** Rental vehicles are an allowed expense when the total expected costs to be incurred, including parking, fuel, and GPS, are less than using other modes of transportation such as taxis or shuttles. If a rented vehicle is used, the most economical vehicle adequate for business requirement must be used. There must be a clear advantage to justify the use of a rented vehicle. Travelers should refuel rental vehicles prior to return to the vendor if not the traveler is responsible for the difference in pricing between the average gas price and that charged by the rental agency including surcharges.
- **Taxi & Shuttle Transportation:** Travelers will be reimbursed for transportation to/from airport to/from hotel. In addition, any taxi & shuttle services to related events or gatherings will be reimbursed. When possible, travelers should share taxis and shuttles to minimize costs.

**Reimbursement Process**

- **Receipts:** Receipts are required regardless of amount for air/rail transportation, lodging expenses, and car rentals. **Detailed, itemized receipts are required for all expenditures over \$75.00, except for the meals & incidentals per diem. Alcoholic beverages consumed with meals are not allowable costs and therefore will not be reimbursed.** Any expenditure without a receipt will only be paid up to the \$75.00 maximum. Original hard copies of receipts are not required but legible photocopies of itemized receipts are acceptable and should be submitted.

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00-FE-3300-01-00 Agency of Human Services,  
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**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,  
INELIGIBILITY AND VOLUNTARY EXCLUSION**

**This form must be signed and submitted along with the signed contract.**

In accordance with Executive Order 12549 and Executive Order 12689, entitled Debarment and Suspension, and any applicable implementing regulations, this certification must be completed by the Contractor and any subcontractors.

1. Under penalty of perjury, except as noted below, all persons or firms or any person associated therewith in the capacity of owner, partner, director, officer, or manager:
  - a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
  - b) Have not, within the three (3) year period preceding this certification, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of Federal or state antitrust statutes, or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses listed in subparagraph (1)(b) of this certification; and
  - d) Have not, within the three (3) year period preceding this certification, had one or more public transactions (Federal, state, or local) terminated for cause or default.
  
2. If such persons or firms later become aware of any information contradicting the statements of paragraph (1), they will promptly provide that information to ASTHO.

Name of Contractor: Agency of Human Services Department of Vermont Health Access

Signature:  Date: 11/23/2022

Printed Name and Title of Signer: Andrea De La Bruere Commissioner



Requisition #0130

00-FE-3300-01-00 Agency of Human Services,  
Department of Vermont Health Access**FEDERAL SUBRECIPIENT ADDENDUM**

The Contractor's status as a "Sub-recipient" as that term is defined in the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR Part 200 and 45 CFR Part 75 ("Omni Circular") imposes additional disclosure and reporting requirements on both ASTHO and the Contractor.

## 1. General Information:

- A) CFDA Title: Strengthening the Technical Advancement and Readiness of Public Health via Health Information Exchange Program (STAR HIE Program)
- B) Assistance Listing Number: 93.262
- C) DUNS Number (9 digits): UEI: YLQARK22FMQ1 (Contractor to Complete)
- D) NAICS Code: \_\_\_\_\_ (Contractor to complete)
- E) Zip + 4 of address where work will be completed \_\_\_\_\_ (Contractor to complete)
- F) Congressional district: \_\_\_\_\_ (Contractor to complete)
- G) Award Name: COVID-19 Immunization Data Exchange, Advancement and Sharing (IDEAS) Program
- H) Award Number: 90C30025/01-06
- I) Award Date: 06/29/2022
- J) Federal Agency Name: DHHS/Office of National Coordinator for HIT (ONC)
- K) Period of Performance: 1/15/2021-1/14/2024
- L) Sub-recipient Name: Agency of Human Services Department of Vermont Health Access
- M) Pass-Through Entity: Association of State and Territorial Health Officials (ASTHO)
- N) Amount of Federal Funds Obligated:
- O) Total Amount of Federal Funds Obligated to Sub-recipient: \$514,694
- P) Total Amount of Federal Award: \$10,000,000
- Q) R&D \_\_\_[Y] [N]
- R) ASTHO Indirect Cost Rate: 33.60%

## 2. The following requirements must be complied with:

- A) Federal Laws and Regulations: US Department of Health and Human Services Grants Policy Statement; Office of Management and Budget Omni Circular; 45 CFR Part 75 – Uniform Administrative Requirements, **Cost Principles and Audit Requirements for Federal Awards**; 48 CFR Part 352-- Contract Clauses; 48 CFR §331.101- 70 – Salary rate limitation; 45 CFR Part 93 – Restrictions on lobbying; the Federal Funding Accountability and Transparency Act and Federal statutes generally applicable to public contracts, including with respect to equal opportunity and civil rights.
- B) Contract or Grant Agreement

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3. Contractor shall have an active System for Award Management (SAM) registration, formerly Central Contractor Registry (CCR).

4. Contractor shall allow ASTHO to monitor activities to ensure use of the funds complies with the authorized purposes in compliance with Federal laws, regulations and the provisions of contracts or grant agreements and that performance goals are achieved.

5. Contractor shall meet the Omni Circular audit requirements within 120 days of Contractor's fiscal year.

6. If Contractor, in its preceding completed fiscal year, received (a) 80 percent or more of its annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (b) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements, then Contractor hereby reports the names and compensation of its five most highly compensated officers below. [Note: This compensation information need not be reported here if it is otherwise publicly available through periodic reports filed under the Securities Exchange Act (15 U.S.C. §78m(a), §78o(d)) or the Internal Revenue Code (26 U.S.C. §6104). If that is the case, please check here: \_\_\_\_\_.]

Name:	Compensation:
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____



## Department of Health and Human Services

Office of National Coordinator for HIT (ONC)

## Notice of Award

Award# 90C30025/01-06

FAIN# 90C30025

Federal Award Date: 06/29/2022

**Recipient Information****1. Recipient Name**

Association of State and Territorial Health Officials,  
The  
2231 Crystal Dr Ste 450  
Arlington, VA 22202-3740  
(202) 371-9090

**2. Congressional District of Recipient**

08

**3. Payment System Identifier (ID)**

1351044487A1

**4. Employer Identification Number (EIN)**

351044487

**5. Data Universal Numbering System (DUNS)**

106735830

**6. Recipient's Unique Entity Identifier (UEI)**

Q4PDHB7J12R8

**7. Project Director or Principal Investigator**

Ms. Zamaaz Bashir  
zbashir@astho.org  
5715273155

**8. Authorized Official**

Marjorie Thomas  
mthomas@astho.org  
5713185443

**Federal Agency Information**

Coronavirus Disease Program

**9. Awarding Agency Contact Information**

Monifa Constant  
Grants Management Specialist  
monifa.constant@hhs.gov

**10. Program Official Contact Information**

Daniel Chaput  
IT Specialist  
daniel.chaput@hhs.gov  
202-260-0368

**Federal Award Information****11. Award Number**

90C30025/01-06

**12. Unique Federal Award Identification Number (FAIN)**

90C30025

**13. Statutory Authority**

Coronavirus Aid, Relief, and Economic Security Act (CARES Act) (Pub. L. No. 116-136, March 27, 2020),  
and Section 3011 of the Public Health Service Act (PHSA)

**14. Federal Award Project Title**

COVID-19 Immunization Data Exchange, Advancement and Sharing (IDEAS) Program

**15. Assistance Listing Number**

93.462

**16. Assistance Listing Program Title**

Strengthening the Technical Advancement and Readiness of Public Health via Health Information Exchange  
Program (STAR HIE Program)

**17. Award Action Type**

Budget Revision - Prior Approval Request

**18. Is the Award R&D?**

No

**Summary Federal Award Financial Information**

<b>19. Budget Period Start Date</b>	01/15/2021	<b>- End Date</b>	01/14/2024
<b>20. Total Amount of Federal Funds Obligated by this Action</b>			\$0.00
<b>20a. Direct Cost Amount</b>			\$0.00
<b>20b. Indirect Cost Amount</b>			\$0.00
<b>21. Authorized Carryover</b>			\$0.00
<b>22. Offset</b>			\$0.00
<b>23. Total Amount of Federal Funds Obligated this budget period</b>			\$10,000,000.00
<b>24. Total Approved Cost Sharing or Matching, where applicable</b>			\$0.00
<b>25. Total Federal and Non-Federal Approved this Budget Period</b>			\$10,000,000.00
<b>26. Period of Performance Start Date</b>	01/15/2021	<b>- End Date</b>	01/14/2024
<b>27. Total Amount of the Federal Award including Approved Cost Sharing or Matching this Period of Performance</b>			\$10,000,000.00

**28. Authorized Treatment of Program Income**

ADDITIONAL COSTS

**29. Grants Management Officer - Signature**

Ms. Carmel Halloun  
Grants Management Officer

**30. Remarks**

See Remarks (continuation)



**Department of Health and Human Services**

Office of National Coordinator for HIT (ONC)

**Notice of Award**

**Award#** 90C30025/01-06

**FAIN#** 90C30025

**Federal Award Date:** 06/29/2022

**Remarks (Continuation)**

This revised Notice of Grant Award (NGA) approves the sub recipient's relationship between The Association of State and Territorial Health Officials and Vermont Agency of Human Services. It also releases subrecipient funds in the amount of \$514,694. Total unrestricted funds is \$4,759,694. Funds in the amount of \$5,240,306 remain restricted until ONC receives subrecipient prior approval documentation.

All other terms and conditions of the award remain in full force and effect.



Association of State and Territorial Health Officials

**National Headquarters:** 2231 Crystal Drive, Suite 450, Arlington, VA 22202

202-371-9090 office | 571-527-3189 fax

**Regional Office:** 600 Peachtree Street NE, Suite 1000, Atlanta, GA 30308

**January 31, 2023**

Meaghan Kelley

Agency of Human Services, Department of Vermont Health Access

NOB 1 South, 280 State Drive

Waterbury, VT, 05671

Email: [Meaghan.Kelley@vermont.gov](mailto:Meaghan.Kelley@vermont.gov)

**RE:** RE: 00-FE-3300-01-00 Agency of Human Services Dept of Vermont Health Access Subaward (0130)

Dear Ms. Kelley:

Please let this letter serve as an official notice that ASTHO defines the agreement titled above, "*FE-3300-01-00 Agency of Human Services Dept. of Vermont Health Access Subaward (0130)*", as a Sub-recipient agreement. As per the Notice of Grant Award (NGA), "*Grant # 90C30025/01-04, Assisted Listing Number 93.462*" received by ASTHO from the prime awardee, The Office of National Coordinator for Health Information Technology, the Agency of Human Services, Department of Vermont Access is defined as a Sub-recipient and the federal funds obligated to the Sub-recipient will be treated as direct grant funding.

Please let us know if you have any questions.

Sincerely,

--sent via email--

Hunter McConell

Contracts Manager

Cc: Jessie Hammond, Public Health Statistics Chief

## GRANTEE ACTION PLANNING TEMPLATE

*Use this template to build an action plan with your state team. These action plans may evolve over the course of the learning community, so feel free to revisit this document and update your plans accordingly. Check out the Action Planning Tip Sheet on the last page for guidance.*

### Grantee Team: State of Vermont

<b>Objective 1:</b> <b>VDH-VHIE Integration strategy</b> <ul style="list-style-type: none"> <li>Develop a comprehensive integration strategy by 5/12/2023.</li> </ul>			
Action Steps			
Action Step:	Resources Needed	Timeline	Responsible Parties
Complete grant acceptance process (AA-1) with the Joint Fiscal Office [State of Vermont (SoV)]	<ul style="list-style-type: none"> <li>Completed AA-1 (Grant Acceptance) form</li> </ul>	By 01/13/2023	<ul style="list-style-type: none"> <li>DVHA Business Office</li> <li>Joint Fiscal Office/Committee</li> </ul>
Post Request for Proposal (RFP) to business registry page to procure 'planning consultant' (vendor)	<ul style="list-style-type: none"> <li>RFP Draft &amp; Final</li> </ul>	By 01/27/2023	<ul style="list-style-type: none"> <li>DVHA Business Office</li> <li>VDH (+AHS Legal)</li> </ul>
Identify/select vendor	<ul style="list-style-type: none"> <li>Bids &amp; bid-review scoresheet</li> </ul>	By 02/24/2023	<ul style="list-style-type: none"> <li>Procurement Team (mainly from VDH)</li> </ul>
Execute contract with the vendor	<ul style="list-style-type: none"> <li>DVHA Request to Contract form</li> <li>Contract Draft &amp; Final</li> </ul>	By 03/24/2023	<ul style="list-style-type: none"> <li>DVHA Business Office</li> <li>VDH</li> </ul>
Vermont Department of Health (VDH) approves the proposed methodology/approach to develop the strategy document	<ul style="list-style-type: none"> <li>Proposed methodology /approach (high-level) documentation + presentation from selected vendor</li> </ul>	By 04/07/2023	<ul style="list-style-type: none"> <li>Subject matter experts (SMEs) from VDH, HIE Program, VITL to review, and final approval from VDH</li> </ul>
Interviews with stakeholders from VDH/AHS/VITL	<ul style="list-style-type: none"> <li>Schedule for the interviews</li> </ul>	By 04/21/2023	<ul style="list-style-type: none"> <li>Vendor assigned project resources</li> <li>Stakeholders/SMEs from VDH, HIE Program, and VITL</li> </ul>



Planning consultant develops and submits VDH-VHIE integration strategy to the State	<ul style="list-style-type: none"> <li>• VDH-VHIE integration strategy document Draft</li> </ul>	By 05/05/2023	<ul style="list-style-type: none"> <li>• SMEs from VDH, HIE Program, VITL to review, and final approval from VDH</li> </ul>
State accepts the deliverable (VDH-VHIE integration strategy)	<ul style="list-style-type: none"> <li>• VDH-VHIE integration strategy document Draft</li> </ul>	By 05/12/2023	<ul style="list-style-type: none"> <li>• Vendor</li> <li>• VDH</li> <li>• DVHA Business Office</li> </ul>
<b>Key Milestones:</b> <ul style="list-style-type: none"> <li>• RFP posted</li> <li>• Vendor selected &amp; Contract executed</li> <li>• Strategy document finalized/approved</li> </ul>			

<b>Objective 2:</b> <b>VDH-VHIE Integration strategy</b> <ul style="list-style-type: none"> <li>Ensure strategy is sustainable and includes concrete implementation steps.</li> </ul>			
<b>Action Steps</b>			
<b>Action Step:</b>	<b>Resources Needed</b>	<b>Timeline</b>	<b>Responsible Parties</b>
Include sufficient accountability in the contract to hold the vendor to the expectation	<ul style="list-style-type: none"> <li>Contract language</li> </ul>	Contracting phase	<ul style="list-style-type: none"> <li>VDH/AHS</li> <li>Vendor</li> </ul>
Provide sufficient information in the form of artifacts from VDH/AHS-CO/AHS including strategy/vision documentation	<ul style="list-style-type: none"> <li>Documentation from the State</li> </ul>	Planning phase	<ul style="list-style-type: none"> <li>VDH/AHS</li> </ul>
Have appropriate State SMEs available at the table for the consultant to engage with and obtain relevant and prompt feedback through interviews	<ul style="list-style-type: none"> <li>Scheduling/Availability</li> </ul>	Planning phase	<ul style="list-style-type: none"> <li>VDH/AHS</li> <li>VITL</li> </ul>
Weekly touchpoints with Vendor to manage/monitor progress and mitigate risks	<ul style="list-style-type: none"> <li>Weekly status updates</li> <li>Risk Register</li> <li>Project Schedule</li> </ul>	Ongoing	<ul style="list-style-type: none"> <li>VDH/AHS</li> <li>Vendor</li> </ul>
<b>Key Milestones:</b> <ul style="list-style-type: none"> <li>N/A</li> </ul>			



<b>Objective 3:</b>			
<b>Bi-directional exchange of Immunization data</b>			
<ul style="list-style-type: none"> <li>Develop business processes (ADS /VDH/VITL) for prioritization, onboarding, and implementation.</li> </ul>			
<b>Action Steps</b>			
<b>Action Step:</b>	<b>Resources Needed</b>	<b>Timeline</b>	<b>Responsible Parties</b>
Identify <i>internal</i> stakeholders and set the cadence for engagement on developing the business process	<ul style="list-style-type: none"> <li>VDH Stakeholder Register</li> <li>Scheduling</li> </ul>	Planning Phase	<ul style="list-style-type: none"> <li>VDH</li> </ul>
Develop <i>internal</i> business process for onboarding, prioritization, and implementation	<ul style="list-style-type: none"> <li>DRAFT (Internal) <ul style="list-style-type: none"> <li>Onboarding Workflow &amp; Guide</li> <li>Prioritization Criteria</li> <li>Implementation Guide</li> </ul> </li> </ul>	Execution Phase	<ul style="list-style-type: none"> <li>VDH</li> </ul>
Finalize business processes – <i>Internal</i>	<ul style="list-style-type: none"> <li>FINAL (Internal) <ul style="list-style-type: none"> <li>Onboarding Workflow &amp; Guide</li> <li>Prioritization Criteria</li> <li>Implementation Guide</li> </ul> </li> </ul>	By 12/31/2022	<ul style="list-style-type: none"> <li>VDH</li> </ul>
Identify <i>external</i> stakeholders and set the cadence for engagement on developing the business process for external parties	<ul style="list-style-type: none"> <li>VITL Technical Implementation and Pilot Organization Chart and Contacts</li> </ul>	Planning Phase	<ul style="list-style-type: none"> <li>VDH</li> <li>VITL</li> <li>Pilot Organization</li> </ul>
Develop the external business process drafts of onboarding, prioritization, and implementation	<ul style="list-style-type: none"> <li>DRAFT (External) <ul style="list-style-type: none"> <li>Onboarding Workflow &amp; Guide</li> <li>Prioritization Criteria</li> <li>Implementation Guide</li> </ul> </li> </ul>	Execution Phase	<ul style="list-style-type: none"> <li>VDH</li> <li>VITL</li> <li>Pilot Organization</li> </ul>
Finalize business processes – <i>External</i>	<ul style="list-style-type: none"> <li>FINAL (External) <ul style="list-style-type: none"> <li>Onboarding Workflow &amp; Guide</li> <li>Prioritization Criteria</li> <li>Implementation Guide</li> </ul> </li> </ul>	By 12/31/2022	<ul style="list-style-type: none"> <li>VDH</li> <li>VITL</li> <li>Pilot Organization</li> </ul>



Periodically review the processes (Internal and External) for fidelity	<ul style="list-style-type: none"><li>• Internal (VDH) &amp; External Meetings (VDH/VITL/Pilot Org.)</li><li>• Weekly Status Reports</li><li>• Risk Register</li><li>• Project Schedule</li></ul>	Ongoing	<ul style="list-style-type: none"><li>• VDH</li><li>• VITL</li><li>• Pilot Organization</li></ul>
<b>Key Milestones:</b> <ul style="list-style-type: none"><li>• Finalize internal business process</li><li>• Finalize external business process</li></ul>			

<b>Objective 4:</b> <b>Bi-directional exchange of Immunization data</b> <ul style="list-style-type: none"> <li>Ensure implementation plan, testing plan and production-go-live are followed with fidelity.</li> </ul>			
<b>Action Steps</b>			
<b>Action Step:</b>	<b>Resources Needed</b>	<b>Timeline</b>	<b>Responsible Parties</b>
Pilot site able to complete query and receive response	<ul style="list-style-type: none"> <li>Live bidirectional interface</li> </ul>	By 1/31/2023	<ul style="list-style-type: none"> <li>Pilot Organization</li> <li>VITL</li> <li>VDH</li> </ul>
Implementation plan accounts for task & timeline for all parties involved, shared and updated frequently	<ul style="list-style-type: none"> <li>Implementation Plan</li> <li>Weekly touchpoints</li> </ul>	Ongoing	<ul style="list-style-type: none"> <li>Pilot Organization</li> <li>VITL</li> <li>VDH</li> </ul>
Test plan validated & signed off with VDH/VITL/pilot-site-vendor prior to beginning testing	<ul style="list-style-type: none"> <li>Test Plan</li> </ul>	Execution Phase	<ul style="list-style-type: none"> <li>VDH</li> <li>VITL</li> <li>Pilot Organization</li> </ul>
After go-live, have a retrospective for continuous improvement	<ul style="list-style-type: none"> <li>Retrospective session (scheduling)</li> </ul>	Project Closing (within a month after go-live)	<ul style="list-style-type: none"> <li>VDH</li> <li>VITL</li> <li>Pilot Organization</li> </ul>
<b>Key Milestones:</b> <ul style="list-style-type: none"> <li>Successful query and receive response (go-live)</li> </ul>			

## GRANTEE ACTION PLANNING TIP SHEET

### Developing Objectives

- Your objectives are your project goals. Objectives should be ‘SMART’ – strategic, measurable, realistic, and time-bound.
- A potential process for developing objectives as a group is outlined here:
  - Think back to your problem (or opportunity statement). As a group, brainstorm potential approaches for addressing the problem.
  - As you brainstorm, allow ideas to be captured quickly without criticism. Once the brainstorming process is completed, then a brief discussion can occur to consider the strengths and opportunities in implementing any of the potential solutions
  - Review the approaches the team brainstormed – are there similarities or connections between any suggestions? Group similar approaches together.
  - Prioritize the approaches. A sample framework that can be used to guide discussion is the 2x2 prioritization matrix below. Areas of high effort/low impact are undesirable; alternatively, areas of low effort/high impact are ideal. In this activity, you may wish to integrate a voting exercise to gain more consensus from the group.
  - Once you’ve prioritized the approaches your team wants to pursue, translate them into SMART objectives.

### EFFORT & IMPACT: Prioritization Matrix

	High Impact	Low Impact
High Effort	<i>Difficult to achieve, but would have a high impact</i>	<i>Difficult to achieve, but also wouldn't have much of an impact</i>
Low Effort	<i>Easy to achieve, with high impact</i>	<i>Easy to achieve, but with a low impact</i>

### Developing Action Steps

- Action steps provide the ‘how’ to complete each objective. Action steps should be completed for each objective.
- If there are several action steps identified, help to determine the top 3-5 action steps that workgroups recommend per strategy. Use voting exercises as needed.

### Timeline and Resources

- Now that you’ve aligned on action steps, identify the resources needed to accomplish action steps.
- Determine the timeline for actions.

- What needs to be done first? What can wait and/or will build on other steps?
- Identify responsible parties for advancing the action step. If the responsible party is not directly involved in your project team, identify who in the team will be tasked with reaching out to the proposed contact.

### **Identifying Key Milestones**

- Milestones are specific points that measure progress towards objectives.
- Milestones should be feasible and meaningful. Ensure the milestones you select will be reached at different points throughout the project life cycle. This will help anchor the team's work and create wins to celebrate throughout the project.
- Note: Two of your team's milestones will be tied to contract deliverables (Tasks 3a and 3b). ASTHO will work with you to select appropriate milestones to fulfill these deliverables.

280 State Drive - Center Building  
Waterbury, VT 05671-1000



OFFICE OF THE SECRETARY  
TEL: (802) 241-0440  
FAX: (802) 241-0450

JENNEY SAMUELSON  
SECRETARY

TODD W. DALOZ  
DEPUTY SECRETARY

**STATE OF VERMONT  
AGENCY OF HUMAN SERVICES**

**MEMORANDUM**

**TO:** Kristin Clouser, Secretary of Administration

**FROM:** Todd Daloz, Deputy Secretary, Agency of Human Services  
Andrea De La Bruere, Commissioner, Department of Vermont Health Access

**SUBJECT:** AA-1 for IDEAS Grant

**DATE:** February 16, 2023

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Enclosed are documents requesting approval for spending authority for a Subrecipient Agreement between the Vermont Agency of Human Services (AHS) through the Department of Vermont Health Access (DVHA) and the Association of State and Territorial Health Officials (ASTHO) under for the Covid-19 Immunization Data Exchange, Advancement and Sharing (IDEAS) Program. The Office of National Coordinator for Health Information Technology (ONC) under the Department of Health and Human Services (HHS) created the IDEAS program with funding provided under the Federal Strengthening the Technical Advancement & Readiness of Public Health via Health Information Exchange Program (STAR). The funds are administered by the ASTHO through a cooperative agreement with ONC.

Please find the following documents enclosed:

- AA-1 Form
- Contract/Grant Determination
- The Subaward Agreement executed November 28, 2022 (the Subaward)
- ASTHO Correspondence dated January 31, 2023 (the ASTHO Letter)
- State of Vermont's completed Action Planning Template (the Action Plan)
- ONC Revised Notice of Grant Award (NGA)

If you have any questions, please contact me at 802-585-5964.

CC: Tracy O'Connell, AHS  
Timothy Metayer, F&M

### Contract/Grant Determination

When determining whether the Agreement casts the State as a contractor or sub-recipient, “the substance of the relationship is more important than the form of the agreement.” 45 C.F.R. § 75.351(c); Vermont Bulletin 5 § VI.C.2; 2 C.F.R. § 200.331(c). While the form agreement provided by ASTHO refers to the State of Vermont as a “Contractor”, Subaward p. 1, the Agreement meets the legal definition of a grant or Subaward, requiring approval from the Governor and the Joint Fiscal Office (JFO) under 32 V.S.A. § 5(b).

#### Both ASTHO and ONC characterize the State of Vermont as a sub-recipient

The Agreement’s title is Subaward and it includes an addendum which characterizes the State as a Sub-recipient. Subaward pp. 1, 20-21. ASTHO has also provided confirmation that ONC identifies the State as a Sub-recipient in the Notice of Grant Award authorizing the release of funds to the State. ASTHO Letter, p. 1; NGA p. 2.

#### The Agreement meets the criteria for a grant or sub-award

The major key task under the Agreement, Action Plan Implementation, requires the State to use “Federal funds for a public purpose[.]” 45 C.F.R. § 75.351(a)(5); Vermont Bulletin 5 § VI.C.2; 2 C.F.R. § 200.331(a)(5). The public purpose of the STAR program is to “strengthen and expand the ability of Health Information Exchanges (HIEs) to support public health agencies in communities and states.” <https://govtribe.com/program/federal-grant-program/93-dot-462-strengthening-the-technical-advancement-readiness-of-public-health-via-health-information-exchange-program>. The Action Plan reflects this public purpose, using the funds to develop a comprehensive strategy for integration of the Vermont Health Information Exchange (VHIE) and the Vermont Department of Health (VDH), Action Plan Objectives 1 and 2, and to establish bi-directional exchange of Immunization data between VDH and the VHIE. Action Plan Objective 3 and 4.

Furthermore, the Agreement does not require the State to provide “goods or services that are ancillary to the operation of the federal program.” 45 C.F.R. § 75.351(b)(4); Vermont Bulletin 5 § VI.C.2; 2 C.F.R. § 200.331(b)(4). Three of the four remaining key tasks outlined in the Scope of Work, (1) Identifying staff and stakeholders, (2) development of a project charter and action plan, and (5) submission of a final report and sustainability plan, Subaward pp. 11-12, are merely mechanisms for ASTHO to monitor and evaluate the State’s activities under the Agreement. The final key task (4) engaging in support and learning opportunities with other IDEAS participants, id., provides direct benefits to the State and other sub-awardees meeting their own programmatic objectives.

Because the Agreement requires the State to use Federal funds for a public purpose and the State is not providing goods or services ancillary to the operation of a federal program, this Agreement meets the legal definition of a grant or sub-award requiring approval from the Governor and the Joint Fiscal Office (JFO) under 32 V.S.A. § 5(b).

## STATE OF VERMONT REQUEST FOR GRANT (\*) ACCEPTANCE (Form AA-1)

BASIC GRANT INFORMATION				
<b>1. Agency:</b>		Agency of Human Services		
<b>2. Department:</b>		Department of Vermont Health Access		
<b>3. Program:</b>		Vermont Health Information Exchange (VHIE) COVID-19 Immunization Data Exchange, Advancement and Sharing (IDEAS)		
<b>4. Legal Title of Grant:</b>		Strengthening the Technical Advancement and Readiness of Public Health via Health Information Exchange Program (STAR HIE Program)		
<b>5. Federal Catalog #:</b>		93.262		
<b>6. Grant/Donor Name and Address:</b>				
DHHS/ONC via Passthrough from the Association of State and Territorial Health Officials (ASTHO) 885 Emory Point Drive, Suite C-100, Atlanta, GA 30329				
<b>7. Grant Period:</b>		<b>From:</b>	7/7/2022	<b>To:</b> 9/30/2023
<b>8. Purpose of Grant:</b>				
Support of Vermont's participation in the COVID-19 Immunization Data Exchange, Advancement, & Sharing (IDEAS) learning community with the aim of advancing immunization information and health information exchange data sharing.				
<b>9. Impact on existing program if grant is not Accepted:</b>				
Loss of \$514,694.00 in Federal funding				
10. BUDGET INFORMATION				
	<b>SFY 1</b>	<b>SFY 2</b>	<b>SFY 3</b>	<b>Comments</b>
<b>Expenditures:</b>	<b>FY 23</b>	<b>FY 24</b>	<b>FY</b>	
Personal Services	\$	\$	\$	
Operating Expenses	\$266,194	\$249,500	\$	contracts and state travel
Grants	\$	\$	\$	
<b>Total</b>	<b>\$266,194</b>	<b>\$249,500</b>	<b>\$</b>	
<b>Revenues:</b>				
State Funds:	\$	\$	\$	
Cash	\$	\$	\$	
In-Kind	\$	\$	\$	
Federal Funds:	\$	\$	\$	
(Direct Costs)	\$	\$	\$	
(Statewide Indirect)	\$	\$	\$	
(Departmental Indirect)	\$	\$	\$	
Other Funds:	\$	\$	\$	
Grant (source HHS/ONC/ASTHO)	\$266,194	\$248,500	\$	
<b>Total</b>	<b>\$266,194</b>	<b>\$248,500</b>	<b>\$</b>	
<b>Appropriation No:</b>	0130-00-FE-3300-01-00	<b>Amount:</b>	\$514,694	
			\$	
			\$	



## STATE OF VERMONT REQUEST FOR GRANT (\*) ACCEPTANCE (Form AA-1)

		\$
		\$
		\$
		\$
	<b>Total</b>	\$

**PERSONAL SERVICE INFORMATION**

**11. Will monies from this grant be used to fund one or more Personal Service Contracts?**  Yes  No  
 If "Yes", appointing authority must initial here to indicate intent to follow current competitive bidding process/policy.

Appointing Authority Name: \_\_\_\_\_ Agreed by: \_\_\_\_\_ (initial)

12. Limited Service Position Information:	# Positions	Title
<b>Total Positions</b>		

**12a. Equipment and space for these positions:**  Is presently available.  Can be obtained with available funds.

**13. AUTHORIZATION AGENCY/DEPARTMENT**

I/we certify that no funds beyond basic application preparation and filing costs have been expended or committed in anticipation of Joint Fiscal Committee approval of this grant, unless previous notification was made on Form AA-1PN (if applicable):

Signature: <u>Andra De la Bruere</u> <small>201B29C84E7E41E...</small> Title: Commissioner of DVHA	DocuSigned by: _____ Date: 2/24/2023
Signature: <u>Vera W. Daboz</u> <small>8496AFD85AC04E5...</small> Title: AHS Deputy Secretary	DocuSigned by: _____ Date: 2/27/2023

**14. SECRETARY OF ADMINISTRATION**

Approved: \_\_\_\_\_ (Secretary or designee signature) Douglas Farnham Date: 2/17/2023  
4194851C0A38415

**15. ACTION BY GOVERNOR**

Accepted  Rejected

(Governor's signature) [Signature] Date: 3/23/23

**16. DOCUMENTATION REQUIRED**

**Required GRANT Documentation**

- |   |  |
|---|--|
| <input checked="" type="checkbox"/> Request Memo<br><input type="checkbox"/> Dept. project approval (if applicable)<br><input checked="" type="checkbox"/> Notice of Award<br><input checked="" type="checkbox"/> Grant Agreement<br><input checked="" type="checkbox"/> Grant Budget | <input type="checkbox"/> Notice of Donation (if any)<br><input type="checkbox"/> Grant (Project) Timeline (if applicable)<br><input type="checkbox"/> Request for Extension (if applicable)<br><input type="checkbox"/> Form AA-1PN attached (if applicable) |
|---|--|

**End Form AA-1**

(\*) The term "grant" refers to any grant, gift, loan, or any sum of money or thing of value to be accepted by any agency.

**STATE OF VERMONT REQUEST FOR GRANT (\*) ACCEPTANCE (Form AA-1)**

department, commission, board, or other part of state government (see 32 V.S.A. §5).