

**APPENDIX B**

**GRANT AGREEMENT**

This GRANT AGREEMENT is made this \_\_\_\_ day of \_\_\_\_, 2016, between the COMMONWEALTH OF PENNSYLVANIA, DEPARTMENT OF HUMAN SERVICES (“Department”), and \_\_\_\_\_. (“Grantee”), operating at \_\_\_\_\_

WITNESSETH:

WHEREAS, the Department of Human Services, created by Act 390, approved July 13, 1957, P.L. 852, is responsible for the administration of public assistance programs in the Commonwealth (62 P.S. § 403); and

WHEREAS, Section 205 of the Human Services Code 62 P.S. § 205, authorizes the Department to make grants of appropriated funds to programs in fields in which the Department has responsibility; and

WHEREAS, the Department expects to allocate \$ \_\_\_\_\_ from funds expected to be appropriated for the Pennsylvania eHealth Partnership Program; and

WHEREAS, the Department recognizes the value of Health Information Exchanges amongst the Member Organizations, Health Information Organizations, and the Pennsylvania Patient and Provider Network; and

WHEREAS, the Grantee will operate the Program described in detail in Rider 2 to this grant, which program meets the Department’s standards; and

WHEREAS, the Grantee was selected to receive this grant in accordance with the Department’s established grant policy and procedure.

NOW, THEREFORE, the parties hereto, intending to be legally bound, hereby agree as follows:

1. The term of this grant shall be from \_\_\_\_\_ to \_\_\_\_\_.
2. The Grantee shall use the funds granted hereunder to faithfully implement the conditions of this grant and operate the program as described in Rider 2, subject to the terms and conditions contained herein.
3. The services described in Paragraph 2 above shall be provided in conformity with:

Rider 1	Payment Provisions
Rider 2	Work Statement
Rider 3	Budget

Rider 4        Standard Grant Terms and Conditions  
Rider 5        DHS Addendum to Standard Contract Terms and  
                         Conditions

4.     The Riders listed above, as they may be applicable to this grant are hereby attached and made a part of this Grant Agreement.
  
5.     Subject to the availability of State and Federal funds, the Department will pay the Grantee, in accordance with the terms of Rider 1, as soon as practical after the Grant Agreement has received final approval from all necessary parties. The total amount of this grant is \$\_\_\_\_, and no payments shall be made under this agreement in excess of that amount. At its discretion, the Department may increase or decrease this total grant amount through a Funding Adjustment as a result of changes in applicable appropriations or allocations or certifications of available funds.
  
6.     This Grant Agreement may be cancelled by the Department, in accordance with Paragraph 18 of Rider 4, upon thirty (30) days prior written notice.
  
7.     This Grant Agreement contains all the terms and conditions agreed on by the parties. Any modifications or waivers of this agreement shall only be valid when they have been reduced to writing, duly signed, and attached to the original of this agreement. No other agreements, oral or otherwise, regarding the subject matter of this agreement, shall be deemed to exist or to bind any of the parties hereto.

## RIDER 1

### PAYMENT PROVISIONS

The Department agrees to pay the Grantee for the services rendered pursuant to this Grant Agreement as follows:

- A. Subject to the availability of State and Federal funds and the other terms and conditions of this grant, the Department will reimburse the Grantee in accordance with Rider 3 for providing the services described in Rider 2, up to the maximum grant amount of \$\_\_\_\_\_, as it may be adjusted pursuant to Paragraph 5 of the Grant Agreement, and no payments shall be made under this grant in excess of that amount.
- B. Payment to the Grantee in the amount stated in Paragraph A hereof shall be made in accordance with the Rider 3.
- C. The Department will make payments, which are phased and deliverable based on completion of certain milestones by the HIOs. The Grantee must complete the deliverables and follow the payment process as indicated below:
  - a. **Phase I: Contracting** - The Grantee provides a fully-executed agreement with the MO to provide HIE services.
  - b. **Phase II: Technical Implementation** – The Grantee and MO complete technical work necessary to enable HIE services. For the eligible inpatient hospital/facility onboarding grant or eligible outpatient practice or other outpatient provider organization onboarding, Grantee must complete the development, implementation, and configuration of technical capabilities to permit IHE standard interoperability between the Grantee’s systems and the MO’s EHR. For the portal onboarding grant, this includes arranging for and implementing web services for the MO, and any work to modify or extend the HIO’s portal. For all grants, implementation includes the analysis work to support workflow integration of HIE capabilities by the MO. The Grantee and MO must complete the Technical Implementation Attestation and Survey form attached hereto as Attachment A to confirm completion of this phase.
  - c. **Phase III: Production** – The Grantee supports the MO in completion of workflow integration of HIE capabilities, HIO provides system documentation, and HIO provides training and go-live support for MO

users. . The Grantee and MO must complete the Onboarding completion Attestation and Survey form attached hereto as Attachment B to confirm completion of this phase.

The following chart shows the maximum payments under the grant program that can be invoiced and received by the HIO upon completion of each phase.

Opportunity	Phase			Total
	Contracting	Technical Implementation	Production	
Eligible Inpatient Hospital/Facility Onboarding	\$25,000	\$25,000	\$25,000	\$75,000
Eligible Outpatient Practice/Other Outpatient Provider Organization Onboarding	\$10,000	\$15,000	\$10,000	\$35,000
Portal Onboarding	\$1,000	\$2,000	\$2,000	\$5,000

- d. The Grantee will send one copy of the Invoice and all documentation for each deliverable completed to:

Department of Human Services  
eHealth Partnership Program  
Attention: Heather Lemmon  
625 Forster St.  
Health and Welfare Building, Room 605  
Harrisburg, PA 17120

- e. The final invoice must be submitted by no later than 8/5/17 to eligible for reimbursement under this grant.

- D. The Department shall have the right to disapprove payment for any deliverable which is not in accordance with the terms of this Grant Agreement and adjust payment to the Grantee accordingly. Any duplication of payment requests for services rendered under this grant may result in termination of this Grant Agreement by the Department.

- E. Grantee shall account for all interest earned on the payments made under this grant and use it for expenditures in accordance with the terms of this Grant Agreement. Interest income earned may only be used to increase services provided under this Grant and may not be used for Administrative costs.
- F. The Grantee must maintain supporting documentation for all fiscal and programmatic activity under this Grant Agreement and make this documentation available for review by the Department or its representatives upon request. Failure to provide documentation within the timeframe prescribed by the Department may result in a payment delay for outstanding invoices submitted by the Grantee.

This grant is subject to audit in accordance with the Audit Clause, attached as part of Rider 5. Regardless of the level of audit conducted, the Grantee shall include a Supplementary Schedule which consists of a Budget to Actual presentation in the same format and level of detail as Rider 3, Budget, including all updates and revisions. The Grantee must include all allowable and reimbursable costs for the Grant for the state fiscal year.

- G. The Department will make payments to the Grantee through Automated Clearing House (“ACH”) Network. Within 10 days of the grant award, the Grantee must submit or must have already submitted its ACH and electronic addenda information (obtained at [www.vendorregistration.state.pa.us/cvmu/paper/Forms/ACH-EFTenrollmentform.pdf](http://www.vendorregistration.state.pa.us/cvmu/paper/Forms/ACH-EFTenrollmentform.pdf)) to the Commonwealth’s Payable Service Center, Vendor Data Management Unit at 717-214-0140 (FAX) or by mail to the Office of Comptroller Operations, Bureau of Payable Services, Payable Service Center, Vendor Data Management Unit, 555 Walnut Street – 9<sup>th</sup> Floor, Harrisburg, PA 17101.

The Grantee must submit a unique invoice number with each invoice/cash needs request submitted. The unique invoice number will be listed on the Commonwealth of Pennsylvania’s ACH remittance advice to enable the Grantee to properly apply the state agency’s payment to the respective invoice/cash needs request or program.

It is the responsibility of the Grantee to ensure that the ACH information contained in the Commonwealth’s central vendor master file is accurate and complete. Failure to maintain accurate and complete information may result in delays in payments.