

Vermont Department of Health

Sealed Bid

Request for Proposals

Project Title: School-Based Substance Abuse Services

Eligible Applicants: Vermont-Based Local Educations Agencies (LEA) – see Appendix I for complete list.

Grant Period: July 1, 2016 to June 30, 2019

Date RFP Issued: January 6, 2016

Applications due: **March 3, 2016 by 4:00pm EST**

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Vermont Department of Health
School-Based Substance Abuse Services RFP

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1. Overview

1.1 Requests for Proposals (RFP)

The Vermont Department of Health (VDH) is pleased to announce a three year grant opportunity beginning the 2016-2017 academic school year. The Division of Alcohol and Drug Abuse Programs (ADAP) is seeking proposals from eligible Vermont-based Local Educational Agencies (term LEA is used synonymously with supervisory unions and school districts) to implement a comprehensive substance abuse prevention and early intervention program. An estimated 20 LEA proposals will be awarded. No more than one grant per LEA will be awarded. The selected LEAs will receive up to \$40,000 each for three years (July 1, 2016 through June 30, 2019) contingent on performance and available funding. A 10% match in funds or in-kind services is required.

1.1.1 Eligibility to Apply for this Grant Opportunity

Eligible applicants are LEAs listed in Appendix I that complete and submit all the requested RFP information by the due date. In addition, all eligible schools in the LEA must have participated in the 2015 Youth Risk Behavior Survey. LEAs that do not meet these criteria, or whose RFP is incomplete or submitted late will not be considered for this grant.

1.2 Background

1.2.1 Need Statement

Alcohol

According to the 2013 Vermont Youth Risk Behavior Survey (YRBS), the percentage of students who have ever drunk alcohol has decreased significantly. The number of students who report drinking prior to age 13 has also decreased. However, Vermont still faces significant challenges. Thirty-five percent of students in grades 9-12 reported drinking alcohol during the past 30 days, and 21% binged on alcohol (had 5 or more drinks within a couple of hours) during the past 30 days. Research has demonstrated that children who begin drinking alcohol before age 15 are five times more likely to develop alcohol problems than those who start after age 21.

Marijuana

According to the 2013 YRBS, 24% of all high school students used marijuana during the past 30 days, and the 2012-13 National Survey on Drug Use and Health identifies Vermont with the 2nd highest rate in the nation of past month marijuana use among 12-17 year-olds. Marijuana affects physical and emotional health. In addition, marijuana can impair the functions of brain systems that are still maturing through young adulthood that are necessary for academic success, such as short term memory. See summary of recent data [here](#).

Prescription Drug Misuse

Prescription drug misuse is a significant public health and public safety issue. In 2013, 13% of high school students reported ever taking a prescription pain reliever or stimulant not prescribed to them (YRBS). Although this represents a

significant decrease from 2009, prescription drug abuse is a priority issue for Vermont due to the risks posed by early abuse patterns.

1.2.2. School Based Substance Abuse Services

This grant supports the delivery of school-based substance abuse prevention and early intervention services. A primary goal of this grant is to optimize the coordination of school based health services and the use of other resources in order to delay the age of first use of substances and to promote abstinence. Activities that can delay first use of substances are important because research has demonstrated that delaying the age of first use of drugs and alcohol decreases the likelihood of developing dependence by 4-5% with each year onset is delayed¹.

In addition, the earlier substance use is identified and addressed, the greater the likelihood of reducing alcohol and drug related problems now and later in life and increasing success in school. These grant services are generally offered to students in grades 6-12, however some LEAs provide these grant services to grades K-5 as well.

1.2.3. Desired outcomes

Schools are critical partners to Vermont's substance abuse prevention strategy. School-based prevention grants such as this one are a component of this strategy, aimed at these Healthy Vermonter 2020 objectives:

- Reduce past month use of alcohol, marijuana or any illicit drugs during the past 30 days among adolescents (12-17)
- Reduce binge drinking among adolescents (12-17)

For the purposes of this grant program, the following intervening variables, identified as being strongly related to and influencing the occurrence and magnitude of substance use and related risk behaviors, will be collected and monitored via Youth Risk Behavior Survey participation.

- Perceived risk of alcohol use
- Perceived risk of marijuana use
- School belonging (feeling valued at school)

School capacity to carry out comprehensive substance abuse prevention education will also be monitored via the [School Health Profiles](#) Survey.

1.2.4 Funded Services

All schools receiving these funds will be expected to deliver screening and referral to substance abuse and mental health services. The allowed screening tools under this grant are the CRAFFT and GAIN Short Screener. All applicants will describe how they are working within the [Whole School, Whole Community, Whole Child \(WSCC\)](#) framework. In addition to the required activities, LEAs can choose from a menu of prevention and early intervention activities that will enhance the school's [comprehensive approach to substance abuse prevention](#) (Appendix II). A successful application will make a strong connection between the LEAs' needs based on YRBS data and other sources and their selected

¹ Grant BF, Dawson DA: Age of onset of drug use and its association with DSM-IV drug abuse and dependence: results from the National Longitudinal Alcohol Epidemiologic Survey. J Substance Abuse 10(2):163-73, 1998

activities.

- **Screening and referral to substance abuse and mental health services.** Early identification of substance use issues has been shown to improve treatment and recovery efficacy and significantly enhance overall prevention outcomes. Screening and referral services for substance abuse and mental health using evidence-based screening tools (CRAFFT and GAIN short screener) are essential components of a comprehensive school-based substance abuse prevention program.
- **Support of Whole School, Whole Community, Whole Child (WSCC) framework.** In 2014, the Centers for Disease Control and Prevention (CDC) and the Association for Supervision and Curriculum Development (ASCD) partnered to create the WSCC model, which builds upon aspects of the CDC's Coordinated School Health (CSH) Model and the Whole Child framework from the ASCD. [The WSCC model:](#)
 - Expands upon the 8 domains of the CSH model, into 10 domains
 - Combines the CSH model with the ASCD's Whole Child framework
 - Demonstrates integration of health and education to improve academic achievement
 - Promotes increased alignment, integration, and collaboration between health and education in order to achieve improved cognitive, physical, social, and emotional development

Both the Vermont Department of Health (VDH) and Agency of Education (AOE) are committed to promoting the use of the WSCC model by their school and community partners to improve population health and academic achievement outcomes. The VDH and AOE recommends using the WSCC model to achieve goals outlined in school continuous improvement plans and school wellness policies, and integrating it into a multi-tiered system of supports (MTSS). Please see Appendix III for more information on the WSCC model.

- **Support of classroom health curricula.** Comprehensive, classroom-based health education curriculum, taught by a [licensed elementary health education](#), or [middle and high school health educator \(EQS, 2121.2\)](#), should focus on skill development for prevention of the use of harmful substances. Comprehensive K-12 health education must be based on the [National Health Education Standards](#), adopted by the Vermont State Board of Education. Curricula should also be aligned with the [CDC's Characteristics of Effective Health Education Curriculum. 16 V.S.A. § 131](#) defines "comprehensive health education" as a systematic and extensive elementary and secondary educational program designed to provide a variety of learning experiences based upon knowledge of the human organism as it functions within its environment. Manualized curricula for health education must be evidence-based for alcohol and/or other drug outcomes. See [Section 2.2.1](#) for more information.
- **Advising and training of peer leadership groups.** Peer leadership programs provide opportunities for students to develop, refine, and

- practice leadership skills and enable students to experience their power to effect change by exercising leadership in their environment through
- formal and informal interventions. Components of successful programs include: clearly defined goals and objectives; area of focus; broad support from school community; consistent, committed adult leadership; integrated educational process; student-led activities; opportunities for reflection and ongoing evaluation of efforts. [Getting to Y](#), and [Above the Influence](#) are two examples of successful peer leadership programs.
 - **Delivery of parent information and educational programs.** Family involvement has been shown to be one of the most effective ways to prevent substance abuse among youth. Effective involvement includes families directly addressing substance abuse with their child, changing their own substance use patterns and attitudes, and being actively involved in their child's academic and school life. Parent information and education around youth substance abuse can take several forms. This grant will support both informal parent information and education and formal evidence based programs. Examples of informal parent information and education are YRBS dialogue nights, parent nights, and parent education series. For formal parent education, this grant requires that evidence based programs are used. See [Section 2.2.3](#) for more information.
 - **Delivery of teacher and support staff training.** Providing teachers and other school staff with current information on alcohol and other drugs, signs and symptoms of use, and substance abuse problem identification and referral protocols is an important part of a comprehensive school-based substance abuse prevention plan.
 - **Delivery of educational support groups.** Educational support groups are organized topically to meet needs of students. There are many different types of support groups and each is organized to help students cope with specific issues, such as: grief and loss, stress management, abstinence from alcohol and other drugs, and youth recovery support groups. Educational support groups should follow a curriculum with established goals and objectives and focus on building protective factors and social-emotional skills.

2. Scope of Work

2.1 Required Activities

2.1.1 Screening and Referral Services

All LEAs receiving these funds are expected to deliver screening and referral to substance abuse and mental health services. Grantees must use either the CRAFFT or the GAIN Short Screener screening tools. ADAP will provide training on using these screeners in September 2016. This training will be mandatory for anyone screening who has not been trained previously. Individuals delivering

these prevention and early intervention services do not provide substance abuse treatment in the schools. Their roles are strictly prevention and early intervention. They will refer students for assessment. They may provide support during and after the student has completed treatment.

Sufficient screening in schools should capture not only youth who have violated a school substance abuse policy but also youth whose behaviors, academics, and social changes suggest substance use may be having an impact. This necessitates that school staff are trained to refer appropriately for screening in order to have the preventive impact this grant seeks to achieve.

LEAs are expected to:

- develop (or update) protocol for screening
- develop (or update) protocol for referral to treatment services in consultation with the local treatment providers to ensure successful referral to services
- distribute protocol to school staff and train to refer appropriately for screening

2.1.2 Whole School, Whole Community, Whole Child (WSCC) framework

2.1.2.1 Comprehensive WSCC Team

The LEA will form a comprehensive WSCC team, with positions representing all ten components of the WSCC model, as described in Appendix III. LEAs that have been using the CDC's Coordinated School Health or the ASCD's Whole Child model are encouraged to consider how they might update their existing team(s) to the WSCC model. The team should consider how new participants will be oriented to the team and its work.

2.1.2.2 Team Sustainability

The LEA will identify a plan for ensuring the team will be sustained over time, independent of the individuals currently participating or future funding. This means that if the team coordinator or other heavily active participants were to leave the team, there would be an infrastructure to ensure the work of the WSCC team continues, and institutional knowledge is captured for future team activities.

2.1.2.3 Team Coordinator

The team will at all times have a designated team coordinator to ensure the following occurs, though individual tasks or responsibilities may be delegated to more than one team member:

1. Tasks are delegated as appropriate
2. Meeting schedule is set for reoccurring, or special meetings
3. Each meeting is facilitated by a member of the team
4. Meeting minutes are taken and action steps are followed-up on
5. Performance objectives and ways to measure success are included in team activities
6. Project activity progress is ongoing, and milestones are achieved
7. Communication with LEA and school leadership, and school board occurs
8. Communication with community and community partners occurs
9. Guests are invited to provide input, feedback, or subject matter expertise as appropriate.

2.1.2.4 Meeting Minutes and Team Activities

The team will be required to develop a meeting schedule, and keep meeting minutes. Minutes should capture attendees, content delivery, discussions, decisions, and action steps. The team will determine how this information will be archived to maintain institutional knowledge of activities.

2.1.2.5 Communication with the Schools and Local Community

The team will determine how activities will be shared with the schools and local community and community partners. This could be in the form of a page on the LEA's website, mailings, email newsletters, social media, etc. The purpose is to increase awareness of the schools WSCC activities, share successes, and promote community support and involvement.

2.1.2.6 Connecting with the Office of Local Health

Each Health Department, Office of Local Health has a designated School Liaison that works with all of the LEAs within their district office's service area and a Substance Abuse Prevention Consultant. They are public health staff that can assist the LEA with their WSCC efforts, developing connections with community partners (i.e. healthcare providers, designated mental health agencies, community coalitions, etc.), sharing state and local data, and making connections with programs and opportunities at the Health Department. The local WSCC team must develop and maintain a connection with their Office of Local Health (OLH), and will include the Health Department's School Liaison and Substance Abuse Prevention Consultant in activities specifically related to updating the LEA local wellness policy. Contact information for the Office of Local Health can be found in Appendix IV.

2.1.2.7 Data Driven and Outcome Oriented

The team will use data and assessment tool results in their decision making process for prioritizing team activities, setting goals, development of policies and practices, and implementing programs or interventions. The team will determine how process measures will be tracked, how performance outcomes will be measured, and ultimately how they will measure success when implementing changes. Health Department school liaisons and other OLH staff may be able to assist with identifying data and assessment tools.

2.1.2.8 Review and Updating of School Wellness Policy and Alcohol and Other Drug Policy

Once the WSCC team is established, the team will begin the assessment and update of their local wellness policy. Assessment tools are available online (see Appendix V) and include suggestions of ways to strengthen your policy. Health Department school liaisons and other OLH staff may be able to assist them with their assessment process. Teams will identify their goals, objectives, and performance measures they hope to achieve or use as measures for success in relation to the updating and implementing of their local wellness policy. In addition, the LEA's student alcohol and other drug (AOD) policy should be reviewed and updated every 3 years and communicated to staff every year. The WSCC team will review and update their student AOD policy, if necessary. A model policy can be found on the Vermont School Boards Association's [website](#).

2.1.2.9 Implementation of School Wellness Policies

The LEA will begin implementing their school wellness policy, and evaluating the success of items implemented as part of their process.

They will also share plans for future sustainability of their WSCC team, as well as the ongoing review and implementation of their school wellness policy. In addition, any changes to the LEA's student AOD policy should be communicated to staff.

2.2 Optional activities

2.2.1 Support of classroom health curricula

Based on needs, the LEA may decide to implement an evidence-based classroom health curriculum. [The California Kids Resource Center](http://www.californiahealthykids.org/rvalcohol) provides a list of those prevention programs that have empirically demonstrated reductions in health-risk behaviors, or increases in health-promoting behaviors, or both, at least six months after the completion of the program. For a list of evidence-based classroom curricula please go to <http://www.californiahealthykids.org/rvalcohol>. To maximize program effectiveness, implementation should be aligned to the research-based specifications in the [Fidelity Guidelines](http://www.californiahealthykids.org/fidelity) (<http://www.californiahealthykids.org/fidelity>). Implementing a program with fidelity means implementing a program the way it was implemented in the research that provided evidence of effectiveness for that program. Fidelity Guidelines specify how a program was implemented when it demonstrated evidence of effectiveness.

LEAs will ensure that curriculum is taught by a licensed elementary health education, or middle and high school health educator and staff are trained to implement.

2.2.2 Advising and training of peer leadership groups

Based on needs, the LEA may implement a peer leadership program. The LEA will identify a peer leadership program that provides opportunities for students to develop, refine, and practice leadership skills. Adult advisor should be identified, goals and objectives clearly defined, and meeting schedule should be set.

2.2.3 Delivery of parent information and educational programs

At a minimum, all LEAs will promote the Health Department's redesigned website, ParentUpVT.org, which includes many new resources for parents and interactive tools that take into account differing parenting styles. See [Section 2.3](#) for more information. Based on need, the LEA may decide to provide additional parent information and education. Examples of informal parent information and education are YRBS dialogue nights, parent nights, and parent education series.

The LEA may also decide to implement an evidence-based parent program. Examples of evidence based parent programs include:

- Creating Lasting Family Connections/Creating Lasting Connections
- Guiding Good Choices
- Life Skills Training, Parent Component
- Strengthening Families Program for Youth and Parents
- Nurturing Parent Programs

2.2.4 Delivery of teacher and support staff training

At a minimum, all LEAs need to distribute their substance abuse problem identification and referral protocol to school staff and train to refer appropriately for screening. See [Section 2.1.1](#) for more information. All LEAs will also need to ensure that all staff are trained on the LEA's student alcohol and other drug (AOD) policy. See Section 2.1.2.8 for more information. Based on need, the LEA may decide to provide additional alcohol and other drug training to staff. The LEA should assess staff training needs, develop plan for delivering training, deliver the appropriate training, and assess impact of training.

2.2.5 Delivery of educational support groups

Based on need, the LEA may decide to provide educational support groups to students. Educational support groups should follow a curriculum with established goals and objectives and focus on building protective factors and social-emotional skills. The LEA should identify educational support group's needs, identify adult leader, identify goals of group, set meeting schedule and assess impact.

2.3 Additional Requirements

1. Grant coordinator and funded staff must participate in up to 2 days of trainings during the grant period. One of these trainings will address requirements for reporting, including data report forms and will be offered in September 2016. There will also be a mandatory training on screening using the CRAFFT and GAIN Short Screener. This training will be mandatory for anyone screening who has not been trained previously.
2. Grantees are expected to promote ParentUpVT.org and other alcohol and drug prevention campaigns that may be distributed during the grant period.
3. Grantees are expected to collaborate with community-based health promotion and substance abuse prevention resources in the region including the VDH District Office, community coalitions engaged in substance abuse prevention and health promotion. In addition, LEAs will build partnerships with the local treatment provider network. Relationships and referral agreements with substance abuse treatment providers are essential for streamlined continuity of care. Providers are knowledgeable about substance abuse treatment and prevention programs and resources.
4. All individuals delivering these prevention and early intervention services are required to adhere to 42 CFR Part 2, Confidentiality of Records and 45 CFR, Part 96, Subpart L – Substance Abuse Prevention and Treatment Block Grant <http://www.ecfr.gov/cgi-bin/text-idx?SID=475325a89f0362ee73b4ae450afdf0d2&node=42:1.0.1.1.2&rgn=div5>

3. General Provisions

3.1 Grant Terms

The selected grantee will sign a grant with the VDH to carry out the specifications and provide the activities detailed in the executed grant award document. Terms and conditions from this RFP and grantee's response will become part of the grant. This grant will be subject to review throughout its entire term. The VDH will consider cancellation upon discovery that a grantee is in violation of any portion of the agreement, including an inability by the grantee to provide the products, support and/or service offered in their response.

3.2 Grant Award

The VDH may award 20 or more grants and reserves the right to make additional awards to the same LEA or other LEAs who submitted proposals at any time during the first year of the grant if such award is deemed to be in the best interest of the VDH.

3.3 Ownership of Work Product and Intellectual Capital

Except for proprietary or commercial software, the VDH will have all ownership rights to the documentation designed, developed, and/or utilized for this grant. All data, technical information, materials gathered, originated, developed, prepared, used or obtained in the performance of the grant, including, but not limited to, all reports, surveys, plans, charts, literature, brochures, mailings, recordings (video and/or audio), pictures, drawings, analyses, graphic representations, notes and memoranda, and, written procedures and documents, regardless of the state of completion, which are custom developed and/or are the result of the services required under this grant, shall be and remain the property of the VDH and shall be delivered to the VDH upon 30 days notice by the VDH. A vendor shall not sell a work product or deliverable produced under a grant awarded as a result of bids without explicit permission from the VDH.

3.4 Penalties and/or Retainage

The VDH will enforce penalties if the grantee fails to meet the performance measures as defined in [Section 3.7](#), Grantee Performance Guidance.

3.5 Subgrantees

Any subgrantee hired by the primary grantee must adhere to the same standards and grant provisions applicable to the primary grantee. The primary grantee retains overall responsibility for grant performance. The primary grantee must advise the VDH of intent to hire a subgrantee and provide the name of company, name of president/owner and location of company. The VDH reserves the right to reject the hiring of subgrantee during the term of grant.

3.6 Invoicing

All invoices are to be submitted by the Grantee using the invoice templates provided by VDH/ADAP. The invoice must be signed and sent to VDH/ADAP via email, fax or mail. Specific instructions for submission are included in the templates provided.

3.7 Grantee Performance Guidance

All grantees will be held to specific performance review criteria over the life of the grant to ensure that project deliverables as outlined in the proposed Implementation Plan and attested to in the Scope of Work are being met. Grantees will submit program and financial reports electronically 3 times a year. In addition to electronic program reports, the following project deliverables will be submitted.

Outcomes	Activities	Verification/Deliverables
1. Screening and Referral services are provided	a) Develop/update protocol for problem identification and referral for substance abuse b) Distribute protocol and train to staff. c) Develop/update protocol for referral to treatment services in consultation with the local treatment providers to ensure successful referral to services	a) Submit protocols with first period report due 12/15/16 b) Submit MOA with community treatment providers with second period report due 03/15/16
2. Formation of a sustainable WSCC Team 3. WSCC Team meets 4 times/year 4. WSCC Team reviews and updates wellness policy and student alcohol and drug policy.	a) Formation of WSCC Team b) WSCC Team will hold meetings c) Assess/update wellness policy d) Assess/update student alcohol and drug policy	a) Provide final version of WSCC participant list by first reporting period due 12/15/16 b) Submit agendas for each meeting during reporting periods. c) Submit the updated policies by the end of the first year.
5. Center for Disease Control and Prevention (CDC) 2016 and 2018 School Health Profiles	All principals and lead health educators in schools within grantee's region with students in middle and high school will complete the CDC School Health Profiles by April 1, 2016 and April 1, 2018	VDH School Health Profile Compliance list.
6. Center for Disease Control and Prevention (CDC) 2017 and 2019 Youth Risk Behavior Surveys	All eligible schools in grantee's region participate in the Youth Risk Behavior Survey by April 1, 2017 and April 1, 2019	VDH School Health Profile Compliance list.

Performance Measures:

1. Grantees must participate in the 2016 and 2018 School Health Profiles. Non-compliance will result in a \$1,000 penalty.
2. Grantees must participate in the 2017 and 2019 Vermont Youth Risk Behavior Survey (YRBS). Non participation by any eligible school within the LEA will result in a \$1,000 penalty.

3. Grant period will be July 1, 2016 through June 30, 2017, with option to renew for two consecutive one year periods. The option to renew will be based upon acceptable performance of the grantee during the FY 2017 funding period and availability of funding for FY 2018.

3.8 Grantee Staffing

Key staff member(s) must be assigned to this grant for the full duration proposed. None of the key staff member(s) may be reassigned or otherwise removed early from this project without explicit written permission of the VDH.

The Grantee must identify staff member(s) who will remain on this project until completion, unless indicated otherwise in the Grantee's proposal. The Grantee may propose other staff members as "key" if desired. The Grantee will make every reasonable effort to ensure that the early removal of a key staff member has no adverse impact on the successful completion of this project.

3.9 Key Grantee Responsibilities

The selected Grantee must assume primary responsibility for the implementation of the grant specifications and activities.

- 3.9.1 The Grantee will successfully implement the plan to accomplish the tasks described and defined in the Scope of Work.
- 3.9.2 The Grantee must abide by all State policies, standards and protocols as provided, and defined in this grant. Before commencing work on this Agreement the Grantee must provide certificates of insurance to show that the following minimum coverage is in effect. It is the responsibility of the Grantee to maintain current certificates of insurance on file with the state through the term of the Agreement. **No warranty is made that the coverage and limits listed herein are adequate to cover and protect the interests of the Grantee for the Grantee's operations. These are solely minimums that have been established to protect the interests of the State.**

Workers Compensation: With respect to all operations performed, the Grantee shall carry workers' compensation insurance in accordance with the laws of the State of Vermont.

General Liability and Property Damage: With respect to all operations performed under the Agreement, the Grantee shall carry general liability insurance having all major divisions of coverage including, but not limited to:

Premises - Operations

Products and Completed Operations

Personal Injury Liability

Contractual Liability

The policy shall be on an occurrence form and limits shall not be less than:

\$1,000,000 Per Occurrence
\$1,000,000 General Aggregate
\$1,000,000 Products/Completed Operations Aggregate
\$ 50,000 Fire/ Legal/Liability

Grantee shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this Agreement.

Automotive Liability: The Grantee shall carry automotive liability insurance covering all motor vehicles, including hired and non-owned coverage, used in connection with the Agreement. Limits of coverage shall not be less than: \$1,000,000 combined single limit.

Grantee shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this Agreement.

Professional Liability: Before commencing work on this Agreement and throughout the term of this Agreement, the Grantee shall procure and maintain professional liability insurance for any and all services performed under this Agreement, with minimum coverage of **\$1,000,000** per occurrence, and **\$3,000,000** aggregate.

3.9.3 The Grantee must abide by all Federal Regulations if applicable to this grant.

4. Management Structure and General Information

4.1 Project Management

The Grantee will be accountable to the Division Director, Cynthia Thomas, and holds responsibility for the project deliverables, schedule and adherence to grant provisions. The Grantee must abide by all VDH standards and protocols as defined by the Directors of Community Services and Clinical Services and their designees.

4.2 Status Reports

The Vermont Department of Health reserves the right to call a meeting with the grantee either in person or by conference call to ensure that unresolved issues are resolved during this grant period. The grantee will be accountable in advising the Program Manager of this grant or designee when/if performance measures agreed upon will not be met. The following status reports will become part of the grant.

The Grantee will report tri-annually to the State to document progress towards required program activities with a format provided by VDH.

5. Proposal Requirements

5.1 Proposal Guidelines

This RFP defines the scope of work required and work/management structure within which the chosen Grantee must operate. In order to be considered for selection, applicants must complete all responses to this RFP in the format described in this document. Proposals not meeting the requirements described in this RFP will not be considered.

5.2 Single Point of Contact

The Grant and Contract Administrator, Joyce Brabazon, is the sole contact for this proposal. All communications concerning this RFP are to be addressed in writing to the attention of Joyce Brabazon listed on cover sheet of this proposal. Attempts by applicants to contact any other Grantee could result in the rejection of their proposal as determined by the VDH.

5.3 Question and Answer Period

Any applicant requiring clarification of any section of this proposal or wishing to submit questions may do so according to the [5.5 Timetable](#) schedule listed in this section. Questions may be e-mailed to the AHS.VDHADAPContracts@vermont.gov. Any clarification or questions submitted following the last day of the question period to the RFP will not be responded to.

At the close of the question period a copy of all questions or comments and the State's responses will be posted on the VDH's web site:

<http://www.healthvermont.gov/adap/adap.aspx>

Every effort will be made to have these available soon after the question period ends, contingent on the number and complexity of the questions.

5.4 Bidders Conference Call

There will be no bidder's conference call for this proposal.

5.5 Timetable

The table below presents the VDH schedule for this RFP and granting process. Please note that the VDH may change this schedule at any point.

RFP published	January 6, 2016
First written questions due	January 20, 2016
First response to questions	January 27, 2016
Second written questions due	February 10, 2016
Second response to questions	February 17, 2016
Proposal due (see Section 5.6 for detailed instructions on proposal format and submission instructions)	March 3, 2016 by 4:00pm EST
Anticipated Notification	April 15, 2016
Anticipated Start Work Date	July 1, 2016

The State reserves the right to accept or reject any or all proposals. Selected State staff will evaluate proposals. If a proposal is selected, the chosen Grantee will be invited to negotiate a grant for all or part of the activities outlined in this RFP.

5.6 Proposal Submission

Applicants must submit an original and 5 single-sided copy or 1 electronic copy of the proposal with a signed cover letter.

The State reserves the right to eliminate from further consideration any proposal deemed to be substantially or materially unresponsive to the requests for information contained herein.

Please note that any and all pages of the bidder's proposal containing confidential and proprietary information must be clearly marked "Proprietary and Confidential." After completion of this bid process, all proposal materials are in the public domain. Proposals may not be marked "Proprietary and Confidential" in their entirety.

The proposal must be organized in the order described below. Use the numbering designations outlined in [Section 5.8](#) (Response Sections I, II, III, IV, and V). The numbering designations will allow evaluators to score areas appropriately. Failure to use number designations may result in scores of zero as reviewers may be unable to find answers that correspond to numbered specifications/requirements.

Bidders will submit their proposal to:

Joyce Brabazon
ADAP Grant and Contract Administrator
Division of Alcohol and Drug Abuse Programs, Suite 207
Vermont Department of Health
108 Cherry Street, PO Box 70
Burlington, Vermont 05402-0070
AHS.VDHADAPContracts@vermont.gov

The closing date for the receipt of proposals is Thursday, March 3, 2016 by 4:00pm Eastern Time.

Proposals must be delivered to Joyce Brabazon at the address (regular mail or email) listed above prior to that time. Proposals or unsolicited amendments submitted after that time will not be accepted and will be returned to the bidder.

Delivery Methods:

U.S. MAIL: Applicants are cautioned that it is their responsibility to originate the mailing of bids in sufficient time to insure receipt by the State prior to the time of the bid opening.

EXPRESS DELIVERY: If proposals are being sent via an express delivery service, be certain that the RFP designation is clearly shown on the outside of the delivery envelope or box.

HAND DELIVERY: Hand carried proposals must be delivered to Joyce Brabazon in the Division of Alcohol and Drug Abuse Programs at VDH; 108 Cherry Street, 2nd floor, Suite 207.

ELECTRONIC/EMAIL: Electronic proposals will be accepted.

FAXED BIDS: Faxed proposals will **not** be accepted.

5.7 Proposal Format

Proposals should be double spaced and must be no longer than 10 single sided pages in Times New Roman type using 12 point font with one inch margins, excluding implementation grid, staff résumés, budget and budget narrative.

The format of the LEA's proposal must include, at a minimum the following chapters, numbered as follows:

5.8 Response Sections

Response Section I: Cover Letter, FY17 ADAP Provider Summary Form (Appendix VI), Vermont Tax Certificate Form W-9 and Insurance Certificate

To be considered, a proposal must be accompanied by a cover letter signed and dated by a person authorized to legally bind the vendor to an agreement. The cover letter must include the following statements:

- Statement outlining your acceptance of conditions outlined in the RFP and with the State's grant provisions.
- A statement that the bidder agrees to the standard State grant requirements in Attachments C, E and F; which are included under Section 7. Attachments.
- A statement that the price was arrived at without conflict of interest.
- A statement of any other considerations or limitations, if any, related to the Scope of Work the bidder will be expected to perform.

Along with the above statements, the Cover Letter must include, by attachment:

- Insurance Certificate. As part of the proposal packet, the Bidder must provide current Certificate of Insurance. Any questions a bidder may have concerning the necessary insurance coverage must be raised during the question and answer period set out in section 5.3 of this document. In the absence of a question, and upon contract negotiations, the apparently successful bidder must provide a certificate of insurance that meets the minimum coverage specified in section 3.9.2 of this document.
- Vermont Tax Certificate Form W-9 must be included in Response Section I.

Response Section II: General Background and Readiness

Applicant must provide the following information about their LEA in order for VDH to evaluate the applicant's ability to support the commitments set forth in response to the RFP. The VDH may require additional documentation to support and/or clarify requested information.

1. Please list any factors we should consider when reviewing your request. The following indicators of need for your LEA are already available to VDH and the applicant does not need to provide them.

- Percentage of students reporting use of alcohol and marijuana in past 30 days (VT YRBS)
- Percentage of students reporting feeling sad/hopeless every day for the last 2 weeks (VT YRBS)
- Percentage of students on the Free and Reduced Meal Program.

If there is additional information about the need within your LEA you want the reviewers to know, please discuss it in this section. This is your opportunity to discuss the reason we should fund substance abuse prevention and early intervention in your LEA. How will these services be beneficial to the schools in your LEA?

2. Please describe your LEA's infrastructure dedicated to school health and wellness. Does your LEA currently use a model such as the WSCC model, the CDC's Coordinated School Health Model, etc? What is the name of the wellness team (or equivalent) that currently exists in your LEA? How often does this team meet?
3. Do the schools in your School-Based Substance Abuse Services (SBSAS) grant plan have school based clinicians? If yes, describe how staff implementing this grant will coordinate and collaborate with this clinician(s) to ensure youth receive necessary services in a timely manner from the appropriate service provider in school or the community. Please describe the specific skills the School Based Clinicians bring to screening, intervening and treating adolescent substance abuse.
4. Do the schools in your SBSAS grant plan have a Memorandum of Agreement (MOA) and protocol with a community mental health and substance abuse provider to provide substance abuse assessments and treatment *within the school*? If yes, please describe. Do the schools in your SBSAS grant plan have an MOA and referral protocol with a community-based mental health and substance abuse treatment provider to provide substance abuse assessments and treatment to your students in a community setting? If yes, please describe.

Response Section III: Ability and Approach to Implement the Activities of this Grant

Applicant must complete the attached Implementation Plan (see Appendix VII). Activities outline the program expectations for School Based Substance Abuse Services and assist with assessment of the current year and planning for the upcoming year. Please provide as much detail as needed for reviewers to understand the scope of work proposed. In particular, the "Tasks" column should include specific action steps that will be completed each period of FY17 in order to implement the activity proposed. If implementing an evidence-based curriculum, be sure to include the steps you will take to assure fidelity to the program.

In addition to the Implementation Grid, applicant must provide the following information.

1. How would receiving this grant improve problem identification and referral for substance abuse in your LEA?
2. How would receiving this grant support the updating, creation of, or sustainability of a wellness team representing each of the 10 components of the WSCC model?
3. Do the proposed activities address the needs of the schools in your LEA? For each optional activity proposed, please describe the need it is addressing.

4. How many students in your LEA will be reached by your selected optional activities?
5. Briefly describe your LEA's experience with evaluating substance abuse prevention programs.

Response Section IV: Staffing

Please identify who will coordinate the grant and serve as the main point of contact to VDH/ADAP. Please also include a description of staff and/or contractors who will carry out the deliverables of the grant. Include the names and qualifications of those staff or contractors who will be supported through this grant. Describe their credentials, experience and training in substance abuse prevention and mental health promotion. Attach resumes or job descriptions of all staff supported through this grant. If supported positions are not yet filled, describe the position(s) and recruiting process. Include a description of how staff will be supervised.

If you are proposing to subcontract with a substance abuse treatment provider to provide part or all of the prevention services proposed, please attach letter of agreement or contract.

This is your opportunity to further describe the strength of your program by discussing the qualifications of staff or contractors who will be carrying out the deliverables of the grant.

Response Section V: Budget

This section of the proposal should include costs for this project. Using the Proposed Budget and Budget Narrative forms (Appendices VIII & IX, respectively), describe how your LEA proposes to fund planned activities. Include required match of at least 10%. **Please include hourly rates for staff and consultant time and list each position separately. Provide itemized calculations for all costs over \$500.00.**

6. Proposal Evaluation

Proposals must comply with the instructions to applicants contained in **Section 5: Proposal Requirements**. Failure to comply with the instructions shall deem the proposal non-responsive and subject to rejection without further consideration. The State reserves the right to waive irregularities.

6.1 Minimum Requirements

Minimum requirements for a proposal to be given consideration are:

- The proposal must have been received by Thursday, March 3, 2016 by 4:00pm (Eastern Standard Time) and in the number and form of copies specified.
- The proposal must contain the following items in the following order:
 - Response Section I: Cover Letter, FY17 [ADAP Provider Summary Information Form](#), Vermont Tax Certificate Form W-9 and Insurance Certificate

- Response Section II: General Background and Readiness
- Response Section III: Ability and Approach to Implement the Activities
- Response Section IV: Staffing
- Response Section V: Budget

6.2 Finalists Presentations

The State reserves the right to request on-site demonstrations in Burlington, VT from applicants prior to the selection of a grantee.

6.3 Method of Award

The State reserves the right to accept or reject any or all proposals. Upon completion of the evaluation process, the Division Director will select grantees based on the evaluation findings and other criteria deemed relevant for ensuring that the decision made is in the best interest of the VDH. The selected grantees will be requested to enter into negotiation with the State of Vermont on grant specifications, including detailed work plans, deliverables and timetables.

In the event the VDH is not successful in negotiating a grant with a selected applicant, the VDH reserves the option of negotiating with another applicant.

Any grant negotiated must undergo review and signature according to statute and policy.

The Grantee will be paid tri-annually for completed deliverables set forth in the grant.

Penalties will be a condition of this grant. See [Section 3.7](#).

Award of a grant and any renewals thereof are contingent upon availability of funds.

The grant for School-Based Substance Abuse Services is for one year: 7/1/16 through 6/30/17. The grant may be renewed without rebidding for up to two consecutive one year periods with approval from the Administration.

6.4 Scoring Information

The VDH evaluation review team will evaluate proposals based on the criteria listed in Section 6. Proposals will be assigned points and scored as follows:

Total Points Available	Criteria
30	Need Need based on YRBS (we have these data by SU) Percentage of students enrolled in the Free & Reduced Meal Program Student enrollment

15	Response Section II - General background and readiness Background Coordinated School Health/WSCC Coordination of activities with school based clinician
30	Response Section III - Approach to Implement Activities Comprehensiveness of plan Screening and referral improvements WSCC improvement Fit of activities with needs Number of students reached by optional activities Evaluation experience
15	Response Section IV – Staffing Staff qualifications Roles clearly defined Supervision described
10	Response Section V - Budget Budget including matching fund or in kind services
100	TOTAL POINTS

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APPENDIX I: Eligible Vermont LEAs
ELIGIBLE VERMONT LOCAL EDUCATIONAL AGENCIES (LEA)

Addison Central SU	Orange East SU
Addison Northeast SU	Orange North SU
Addison Northwest SU	Orange Southwest SU
Addison Rutland SU	Orange-Windsor SU
Barre SU	Orleans Central SU
Battenkill Valley SU	Orleans Southwest SU
Bennington-Rutland SU	Rivendell Interstate SD
Blue Mountain SD	Rutland Central SU
Burlington SD	Rutland City SD
Caledonia Central SU	Rutland Northeast SU
Caledonia North SU	Rutland South SU
Chittenden Central SU	Rutland Southwest SU
Chittenden East SU	South Burlington SD
Chittenden South SU	Southwest Vermont SU
Colchester SD	Springfield SD
Dresden SD (SAU 70)	St. Johnsbury SD
Essex Caledonia SU	Two Rivers SU
Essex North SU	Washington Central SU
Essex Town SD	Washington Northeast SU
Franklin Central SU	Washington South SU
Franklin Northeast SU	Washington West SU
Franklin Northwest SU	Windham Central SU
Franklin West SU	Windham Northeast SU
Grand Isle SU	Windham Southeast SU
Hartford SD	Windham Southwest SU
Lamoille North SU	Windsor Central SU
Lamoille South SU	Windsor Northwest SU
Milton Town SD	Windsor Southeast SU
Montpelier SD	Winooski SD
North Country SU	

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APPENDIX II: Comprehensive, School Based ATOD Prevention

Comprehensive, School-Based Alcohol, Tobacco and Other Drug Prevention

Substance use among youth is influenced at the individual, peer, family, school, community, and societal levels. School communities increase the likelihood of positive outcomes when multiple levels of influence are addressed using evidence-based prevention programs and practices. To promote a safe and healthy school environment, substance abuse prevention and early intervention work best when they are robust and integrated into the school's whole approach (e.g., [Whole School, Whole Community, Whole Child Model](#)). Recommendations for school-based substance abuse prevention include the following elements:

Safe and Healthy School Environment

A safe and healthy school environment that supports student connection to school promotes healthy relationships, academic success and buffers against negative effect of unhealthy risk behaviors, such as early alcohol and drug use. A Multi-Tiered System of Supports (MTSS) framework can be applied to effectively promote healthy behaviors for all students.

Health and Early Intervention Services

Availability of early intervention services is recommended for all students in the school. Such services include: screening, referral for assessment when indicated, educational support groups, family outreach, direct health services, and emergency response protocols.

School Policy

[16 VSA §1165](#), concerning school policy, requires each school district to adopt policies for the education, discipline and referral for rehabilitation of students who are involved with alcohol or drug abuse on school property or at school functions. Included in these policies are recommended procedures for education; referral for treatment, counseling and rehabilitation; and standards consistent with due process of law for discipline, suspension or dismissal of students. School policies should be regularly communicated to staff, parents and students.

Parent Outreach and Community Engagement

Parent outreach includes engaging parents and providing information on the school's programs, substance abuse policy, family education resources, health services, and referral system. Early substance use and abuse is more likely to decrease when parents, schools, and other community organizations work together and plan mutually supportive strategies to promote youth involvement in the community and discourage substance abuse. It is recommended that schools partner with local prevention coalitions to support these efforts.

Classroom-based Health Education

Comprehensive, classroom-based health education curriculum, taught by a licensed [elementary](#) health educator, or [middle and high school](#) health educator ([EQS, 2121.2](#)), should focus on skill development for preventing the use of harmful substances. This approach may address all forms of drug abuse, including the underage use of legal drugs; the use of illegal drugs, and the inappropriate abuse of legally obtained substances (i.e. inhalants, prescription medications, or over the counter drugs).

Comprehensive K-12 health education must be based on the [National Health Education Standards](#), adopted by the Vermont State Board of Education. Curricula should also be aligned with the [CDC's Characteristics of Effective Health Education Curriculum](#). [16 V.S.A. § 131](#) defines "comprehensive health education" as a systematic and extensive elementary and secondary educational program designed to provide a variety of learning experiences based upon knowledge of the human organism as it functions within its environment. The term includes the study of eleven content areas including "(9) Drugs including education about alcohol, caffeine, nicotine and prescribed drugs."

For more information, visit: education.vermont.gov or healthvermont.gov.

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APPENDIX III: Components of WSCC

COMPONENTS OF THE WHOLE SCHOOL, WHOLE COMMUNITY, WHOLE CHILD (WSCC)

(<http://www.cdc.gov/healthyouth/wscs/components.htm#PhysicalEducationandPhysicalActivity> , Retrieved 4/30/15)

Health Education

Formal, structured health education consists of any combination of planned learning experiences that provide the opportunity to acquire information and the skills students need to make quality health decisions. When provided by qualified, trained teachers, health education helps students acquire the knowledge, attitudes, and skills they need for making health-promoting decisions, achieving health literacy, adopting health-enhancing behaviors, and promoting the health of others. Comprehensive school health education includes curricula and instruction for students in pre-K through grade 12 that address a variety of topics such as alcohol and other drug use and abuse, healthy eating/nutrition, mental and emotional health, personal health and wellness, physical activity, safety and injury prevention, sexual health, tobacco use, and violence prevention. Health education curricula and instruction should address the National Health Education Standards (NHES) and incorporate the characteristics of an effective health education curriculum. Health education, based on an assessment of student health needs and planned in collaboration with the community, ensures reinforcement of health messages that are relevant for students and meet community needs. Students might also acquire health information through education that occurs as part of a patient visit with a school nurse, through posters or public service announcements, or through conversations with family and peers.

Nutrition Environment and Services

The school nutrition environment provides students with opportunities to learn about and practice healthy eating through available foods and beverages, nutrition education, and messages about food in the cafeteria and throughout the school campus. Students may have access to foods and beverages in a variety of venues at school including the cafeteria, vending machines, grab 'n' go kiosks, schools stores, concession stands, classroom rewards, classroom parties, school celebrations, and fundraisers.

School nutrition services provide meals that meet federal nutrition standards for the National School Lunch and Breakfast Programs, accommodate the health and nutrition needs of all students, and help ensure that foods and beverages sold outside of the school meal programs (i.e., competitive foods) meet Smart Snacks in School nutrition standards. School nutrition professionals should meet minimum education requirements and receive annual professional development and training to ensure that they have the knowledge and skills to provide these services. All individuals in the school community support a healthy school nutrition environment by marketing and promoting healthier foods and beverages, encouraging participation in the school meal programs, role-modeling healthy eating behaviors, and ensuring that students have access to free drinking water throughout the school day.

Healthy eating has been linked in studies to improved learning outcomes and helps ensure that students are able to reach their potential.

Employee Wellness

Schools are not only places of learning, but they are also worksites. Fostering school employees' physical and mental health protects school staff, and by doing so, helps to support students' health and academic success. Healthy school employees—including teachers, administrators, bus drivers, cafeteria and custodial staff, and contractors—are more productive and less likely to be absent. They serve as powerful role models for students and may increase their attention to students' health. Schools can create work environments that support healthy eating, adopt active lifestyles, be tobacco free, manage stress, and avoid injury and exposure to hazards (e.g., mold, asbestos). A comprehensive school employee wellness approach is a coordinated set of programs, policies, benefits, and environmental supports designed to address multiple risk factors (e.g., lack of physical activity, tobacco use) and health conditions (e.g., diabetes, depression) to meet the health and safety needs of all employees. Partnerships between school districts and their health insurance providers can help offer resources, including personalized health assessments and flu vaccinations. Employee wellness programs and healthy work environments can improve a district's bottom line by decreasing employee health insurance premiums, reducing employee turnover, and cutting costs of substitutes.

Social and Emotional School Climate

Social and Emotional School Climate refers to the psychosocial aspects of students' educational experience that influence their social and emotional development. The social and emotional climate of a school can impact student engagement in school activities; relationships with other students, staff, family, and community; and academic performance. A positive social and emotional school climate is conducive to effective teaching and learning. Such climates promote health, growth, and development by providing a safe and supportive learning environment.

Physical Environment

A healthy and safe physical school environment promotes learning by ensuring the health and safety of students and staff. The physical school environment encompasses the school building and its contents, the land on which the school is located, and the area surrounding it. A healthy school environment will address a school's physical condition during normal operation as well as during renovation (e.g., ventilation, moisture, temperature, noise, and natural and artificial lighting), and protect occupants from physical threats (e.g., crime, violence, traffic, and injuries) and biological and chemical agents in the air, water, or soil as well as those purposefully brought into the school (e.g., pollution, mold, hazardous materials, pesticides, and cleaning agents).

Health Services

School health services intervene with actual and potential health problems, including providing first aid, emergency care and assessment and planning for the management of chronic conditions (such as asthma or diabetes). In addition, wellness promotion, preventive services and staff, student and parent education complement the provision of care coordination services. These services are also designed to ensure access and/or referrals to the medical home or private healthcare provider. Health services connect school staff, students, families, community and healthcare providers to promote the health care of students and a healthy and safe school environment. School health services actively collaborate with school and community support services to increase the ability of students and families to adapt to health and social stressors, such as chronic health conditions or social and economic barriers to health, and to be able to manage these stressors and advocate for their own health and learning needs. Qualified professionals such as school nurses, nurse practitioners, dentists, health educators, physicians, physician assistants and allied health personnel provide these services.

Counseling, Psychological, and Social Services

These prevention and intervention services support the mental, behavioral, and social-emotional health of students and promote success in the learning process. Services include psychological, psychoeducational, and psychosocial assessments; direct and indirect interventions to address psychological, academic, and social barriers to learning, such as individual or group counseling and consultation; and referrals to school and community support services as needed. Additionally, systems-level assessment, prevention, intervention, and program design by school-employed mental health professionals contribute to the mental and behavioral health of students as well as to the health of the school environment. These can be done through resource identification and needs assessments, school-community-family collaboration, and ongoing participation in school safety and crisis response efforts. Additionally, school-employed professionals can provide skilled consultation with other school staff and community resources and community providers. School-employed mental health professionals ensure that services provided in school reinforce learning and help to align interventions provided by community providers with the school environment. Professionals such as certified school counselors, school psychologists, and school social workers provide these services.

Community Involvement

Community groups, organizations, and local businesses create partnerships with schools, share resources, and volunteer to support student learning, development, and health-related activities. The school, its students, and their families benefit when leaders and staff at the district or school solicits and coordinates information, resources, and services available from community-based organizations, businesses, cultural and civic organizations, social service agencies, faith-based organizations, health clinics, colleges and universities, and other community groups. Schools, students, and their families can contribute to the community through service-learning opportunities and by sharing school facilities with community members (e.g., school-based

community health centers and fitness facilities)

Family Engagement

Families and school staff work together to support and improve the learning, development, and health of students. Family engagement with schools is a shared responsibility of both school staff and families. School staff are committed to making families feel welcomed, engaging families in a variety of meaningful ways, and sustaining family engagement. Families are committed to actively supporting their child's learning and development. This relationship between school staff and families cuts across and reinforces student health and learning in multiple settings—at home, in school, in out-of-school programs, and in the community. Family engagement should be continuous across a child's life and requires an ongoing commitment as children mature into young adulthood.

Physical Education and Physical Activity

Schools can create an environment that offers many opportunities for students to be physically active throughout the school day. A comprehensive school physical activity program (CSPAP) is the national framework for physical education and youth physical activity. A CSPAP reflects strong coordination across five components: physical education, physical activity during school, physical activity before and after school, staff involvement, and family and community engagement. Physical education serves as the foundation of a CSPAP and is an academic subject characterized by a planned, sequential K-12 curriculum (course of study) that is based on the national standards for physical education. Physical education provides cognitive content and instruction designed to develop motor skills, knowledge, and behaviors for healthy active living, physical fitness, sportsmanship, self-efficacy, and emotional intelligence. A well-designed physical education program provides the opportunity for students to learn key concepts and practice critical skills needed to establish and maintain physically active lifestyles throughout childhood, adolescence and into adulthood. Teachers should be certified or licensed, and endorsed by the state to teach physical education.

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APPENDIX IV: Office of Local Health

Offices of Local Health - School Liaisons and Prevention Consultants

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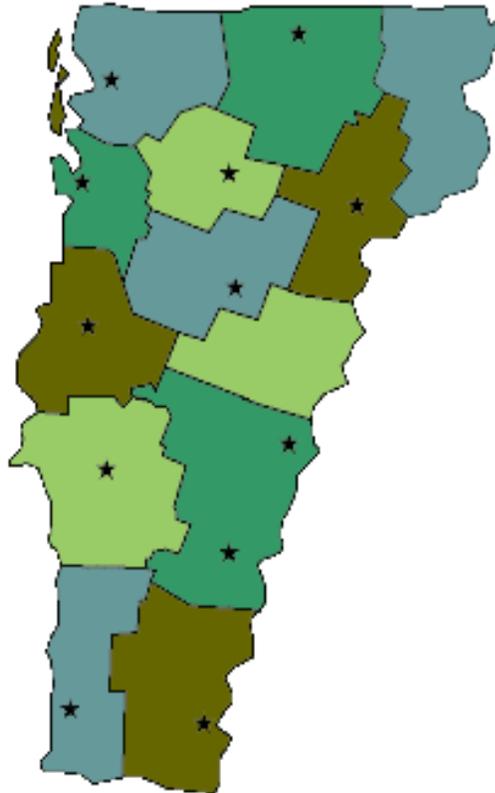
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APPENDIX V: Resources

Vermont Department of Health

[Regional Prevention Consultant Network](#)

[Offices of Local Health](#)

[Comprehensive School-Based Alcohol, Tobacco and Other Drug Prevention](#)

[Vermont School Wellness Policy Guidelines - 2015](#)

[Youth Risk Behavior Survey](#)

[School Health Profiles](#)

Agency of Education

[Whole School, Whole Community, Whole Child](#)

[Linking Health & Learning](#)

Centers for Disease Control and Prevention

[Whole School, Whole Community, Whole Child \(WSCC\)](#)

[Health and Academic Achievement](#)

[School Health Index](#)

ASCD

[Whole School, Whole Community, Whole Child](#)

[Making the Case for Educating the Whole Child](#)

[School Improvement Tool](#)

The California Kids Resource Center

[Research validated classroom curricula](#)

[Fidelity Guidelines](#)

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APPENDIX VI: Provider Summary Form

ADAP PROVIDER INFORMATION SUMMARY FY 2017

Fiscal Agent/Subrecipient: The Fiscal Agent will receive the check, manage the money and report finances to ADAP. VDH Business Office mails grant paperwork (copies for signature, final copies, invoices, etc.) to the Fiscal Agent. Checks/electronic deposits will be issued to the Fiscal Agent listed on this form.

Is the Fiscal Agent the same as the Program Organization? YES NO

Fiscal Agent Organization: <small>(Full legal name of organization responsible for fiscal management)</small>	
Federal Tax ID:	Vermont Tax ID:
DUNS #:	CCR(SAM#):
FY Starts: <input type="text"/>	FY Ends: <input type="text"/>
Indirect Cost/Cost Allocation Plan Rate:	Federally Approved: <input type="checkbox"/> YES <input type="checkbox"/> NO <small>(U.S. Health & Human Services Cost Allocation Services)</small>
Remit To Address (Same as W-9): Street: <input type="text"/>	
City: <input type="text"/>	State: <input type="text"/> Zip: <input type="text"/>
Business Office Contact:	Phone: <input type="text"/>
Ext: <input type="text"/>	Email: <input type="text"/>
Contact person for e-mail reminders about reporting: Contact: <input type="text"/>	
Phone: <input type="text"/>	Ext: <input type="text"/> Email: <input type="text"/>
CEO/Executive Director: <small>(Organization's senior staff member that has the authority to legally sign the grant/contract agreement)</small>	
Name: <input type="text"/>	Title: <input type="text"/>
Phone: <input type="text"/>	Email: <input type="text"/>

Program Organization: *This is the organization that oversees the services outlined in the grant.*

Program Organization: <input type="text"/>	
Mailing Address: Street: <input type="text"/>	
City: <input type="text"/>	State: <input type="text"/> Zip: <input type="text"/>
Program Director: <input type="text"/>	
Ext: <input type="text"/>	E-mail: <input type="text"/>

Attachments: Grantee must submit the following items with this form:

1. W-9 Tax Form **(updated and within 6 months of pending grant or amendment)**
2. Certificate of Liability Insurance naming the State, its officers and employees as additional insureds in compliance with Attachment C and includes the following:
 - a. General Liability
 - b. Automobile Liability
 - c. Worker's Compensation
 - d. Professional Liability Insurance Certificate (if Applicable)

To request a copy of Attachment C for insurance requirements, please e-mail AHS.VDHADAPGrants@vermont.gov

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APPENDIX VII: Implementation Plan – FY17

Please provide as much detail as needed for reviewers to understand the scope of work proposed. In particular, the “Tasks” column should include specific action steps that will be completed each reporting period of FY15 in order to implement the activity proposed. Evidence-based curriculum should include the steps you will take to assure fidelity to the program. **Please indicate in Reach/Dosage whether activity is specific to a school or available across SU/District.**

SU/District				
ACTIVITY <small>see http://healthvermont.gov/adap/adap.aspx for more information.</small>	WHAT AND WHO IS RESPONSIBLE?	SCHOOLS/ REACH/ DOSAGE	TASKS <i>Description of key tasks that will be completed each period.</i>	OUTCOMES/ EVALUATION <i>How you will evaluate your efforts to determine success?</i>
Screening and referral	<i>Identify screening tool (CRAFT or GAIN-SS) and person responsible for screening/referral. Attach resume / credentials.</i>	List schools where screening and referral will be available. <i>Total anticipated number of students screened and referred across SU. Total number of days screening/ referral available in SU.</i>	<i>Reporting period 1 (Aug –Nov) Reporting period 2 (Dec-March) Reporting period 3 (April- June)</i>	<i>*Number of students referred for substance abuse by grade *Number of students referred for mental health by grade *Number of students</i>
Support Whole School, Whole Community, Whole Child	<i>Grant coordinator should be part of school leadership team that supports school health initiatives</i>	Is this coordinated at the SU level or school level? <i>Frequency of meetings.</i>	<i>Reporting period 1 (Aug –Nov) Reporting period 2 (Dec-March) Reporting period 3 (April- June)</i>	<i>Number of meetings</i>
The following activities are optional. See http://healthvermont.gov/adap/adap.aspx for more information about these activities.				
Support evidence based curriculum	<i>Identify each curriculum and staff who will be teaching</i>	List schools <i># of students # of sessions</i>	<i>Reporting period 1 (Aug –Nov) Reporting period 2 (Dec-March) Reporting period 3 (April- June)</i>	<i>Fidelity measures Pre/post</i>
Organize youth empowerment groups	<i>Identify each group and group advisor</i>	List schools <i># of students Frequency of meeting # of activities implemented</i>	<i>Reporting period 1 (Aug –Nov) Reporting period 2 (Dec-March) Reporting period 3 (April- June)</i>	<i>Number of activities planned. Number of activities implemented</i>
Deliver parent information or education programs	<i>Identify program and staff who will be delivering Identify information distributed</i>	<i># of parents across SU # of sessions</i>	<i>Reporting period 1 (Aug –Nov) Reporting period 2 (Dec-March) Reporting period 3 (April- June)</i>	<i>Fidelity measures (this only applies to manualized educational programs) Number of parents reached Pre/post</i>
Deliver teacher and support training	<i>Identify person(s) who will be providing training</i>	<i># of staff trained across SU</i>	<i>Reporting period 1 (Aug –Nov) Reporting period 2 (Dec-March) Reporting period 3 (April- June)</i>	<i>Number of trainings offered by topic area Number of participants</i>
Deliver educational support groups	<i>Identify each program and person leading group</i>	List schools <i># of students Frequency of meeting</i>	<i>Reporting period 1 (Aug –Nov) Reporting period 2 (Dec-March) Reporting period 3 (April- June)</i>	<i>Fidelity measures (this only applies to manualized educational support groups) Number of activities planned, Number of activities implemented Number of participants</i>

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APPENDIX VIII: Budget
BUDGET FORM FY17

LEA:				
	FTEs	ADAP funding	Match/In Kind	Total
PERSONNEL				
Program Staff (list individually below)				
Total Payroll				
Benefits				
Consultants				
Other				
Total Personnel				
OPERATING				
Telephone				
Travel				
Postage				
Materials/Curricula				
Training Education				
INDIRECT/ADMINISTRATIVE				
Supplies				
Postage				
Printing/Duplicating				
Telephone				
Equipment				
Other(indirect costs/fiscal agent)				
Total Indirect/Administrative				
GRAND TOTAL				

APPENDIX IX: Budget Narrative

For each line item in the budget form provide a brief narrative description of how it will be used to support the proposal. Please include hourly rates for staff and consultant time and list each position separately. Provide itemized calculations for costs over \$500.00 In addition, please describe how your LEA will use matching funds or provide in kind services? (Note: a match of at least 10% is required)

PERSONNEL	(insert total amount)
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A. Program Staff (for each person provide a brief description of the scope of work to be accomplished and the percent of full-time equivalent dedicated to the project).

1. Title
Description

2. Title
Description

B. Benefits
Brief description of the benefits offered by your organization

C. Consultants
Itemize consultants by project, provide a description of the scope of work of the consultant and the number of hours required.

D. Other

OPERATING	(insert total amount)
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A. Telephone

B. Travel
Itemize travel expenses by project. Mileage reimbursement should be calculated at the current state rate.

C. Postage
Itemize projects requiring postage and describe the project.

D. Materials/Curricula
Itemize materials, providing a brief description of the how the materials will be used to accomplish the goals of the project.

E. Training Education
Provide a description of training needs and expenses.

INDIRECT/ADMINISTRATIVE	(insert total amount)
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F. Supplies

G. Postage

H. Printing/Duplicating

I. Telephone

J. Equipment

K. Other

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ATTACHMENT C: Standard State Provisions

FOR CONTRACTS AND GRANTS

- 1. Entire Agreement:** This Agreement, whether in the form of a Contract, State Funded Grant, or Federally Funded Grant, represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect.
- 2. Applicable Law:** This Agreement will be governed by the laws of the State of Vermont.
- 3. Definitions:** For purposes of this Attachment, “Party” shall mean the Contractor, Grantee or Subrecipient, with whom the State of Vermont is executing this Agreement and consistent with the form of the Agreement.
- 4. Appropriations:** If this Agreement extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this Agreement, the State may cancel at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, and in the event federal funds become unavailable or reduced, the State may suspend or cancel this Grant immediately, and the State shall have no obligation to pay Subrecipient from State revenues.
- 5. No Employee Benefits For Party:** The Party understands that the State will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation or sick leave, workers compensation or other benefits or services available to State employees, nor will the state withhold any state or federal taxes except as required under applicable tax laws, which shall be determined in advance of execution of the Agreement. The Party understands that all tax returns required by the Internal Revenue Code and the State of Vermont, including but not limited to income, withholding, sales and use, and rooms and meals, must be filed by the Party, and information as to Agreement income will be provided by the State of Vermont to the Internal Revenue Service and the Vermont Department of Taxes.
- 6. Independence, Liability:** The Party will act in an independent capacity and not as officers or employees of the State.

The Party shall defend the State and its officers and employees against all claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party. The State shall notify the Party in the event of any such claim or suit, and the Party shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit.

After a final judgment or settlement the Party may request recoupment of specific defense costs and may file suit in Washington Superior Court requesting recoupment. The Party shall be entitled to recoup costs only upon a showing that such costs were entirely unrelated to the defense of any claim arising from an act or omission of the Party.

The Party shall indemnify the State and its officers and employees in the event that the State, its officers or employees become legally obligated to pay any damages or losses arising from any act or omission of the Party.

- 7. Insurance:** Before commencing work on this Agreement the Party must provide certificates of insurance to show that the following minimum coverages are in effect. It is the responsibility of the Party to maintain current certificates of insurance on file with the state through the term of the Agreement. No warranty is made that the coverages and limits listed herein are adequate to cover and protect the interests of the Party for the Party’s operations. These are solely minimums that have been established to protect the interests of the State.

Workers Compensation: With respect to all operations performed, the Party shall carry workers’ compensation insurance in accordance with the laws of the State of Vermont.

General Liability and Property Damage: With respect to all operations performed under the contract, the Party shall carry general liability insurance having all major divisions of coverage including, but not limited to:

Premises - Operations
Products and Completed Operations
Personal Injury Liability
Contractual Liability

The policy shall be on an occurrence form and limits shall not be less than:

\$1,000,000 Per Occurrence
\$1,000,000 General Aggregate
\$1,000,000 Products/Completed Operations Aggregate
\$ 50,000 Fire/ Legal/Liability

Party shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this Agreement.

Automotive Liability: The Party shall carry automotive liability insurance covering all motor vehicles, including hired and non-owned coverage, used in connection with the Agreement. Limits of coverage shall not be less than: \$1,000,000 combined single limit.

Party shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this Agreement.

Professional Liability: Before commencing work on this Agreement and throughout the term of this Agreement, the Party shall procure and maintain professional liability insurance for any and all services performed under this Agreement, with minimum coverage of **\$1,000,000** per occurrence, and **\$3,000,000** aggregate.

- 8. Reliance by the State on Representations:** All payments by the State under this Agreement will be made in reliance upon the accuracy of all prior representations by the Party, including but not limited to bills, invoices, progress reports and other proofs of work.
- 9. Requirement to Have a Single Audit:** In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, the Subrecipient will complete the Subrecipient Annual Report annually within 45 days after its fiscal year end, informing the State of Vermont whether or not a Single Audit is required for the prior fiscal year. If a Single Audit is required, the Subrecipient will submit a copy of the audit report to the granting Party within 9 months. If a single audit is not required, only the Subrecipient Annual Report is required.

For fiscal years ending before December 25, 2015, a Single Audit is required if the subrecipient expends \$500,000 or more in federal assistance during its fiscal year and must be conducted in accordance with OMB Circular A-133. For fiscal years ending on or after December 25, 2015, a Single Audit is required if the subrecipient expends \$750,000 or more in federal assistance during its fiscal year and must be conducted in accordance with 2 CFR Chapter I, Chapter II, Part 200, Subpart F. The Subrecipient Annual Report is required to be submitted within 45 days, whether or not a Single Audit is required.

- 10. Records Available for Audit:** The Party shall maintain all records pertaining to performance under this agreement. "Records" means any written or recorded information, regardless of physical form or characteristics, which is produced or acquired by the Party in the performance of this agreement. Records produced or acquired in a machine readable electronic format shall be maintained in that format. The records described shall be made available at reasonable times during the period of the Agreement and for three years thereafter or for any period required by law for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

11. Fair Employment Practices and Americans with Disabilities Act: Party agrees to comply with the requirement of Title 21V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable. Party shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990, as amended, that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the Party under this Agreement. Party further agrees to include this provision in all subcontracts.

12. Set Off: The State may set off any sums which the Party owes the State against any sums due the Party under this Agreement; provided, however, that any set off of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided hereinafter.

13. Taxes Due to the State:

- a. Party understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.
- b. Party certifies under the pains and penalties of perjury that, as of the date the Agreement is signed, the Party is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.
- c. Party understands that final payment under this Agreement may be withheld if the Commissioner of Taxes determines that the Party is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.
- d. Party also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Party has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Party has no further legal recourse to contest the amounts due.

14. Child Support: (Applicable if the Party is a natural person, not a corporation or partnership.) Party states that, as of the date the Agreement is signed, he/she:

- a. is not under any obligation to pay child support; or
- b. is under such an obligation and is in good standing with respect to that obligation; or
- c. has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan.

Party makes this statement with regard to support owed to any and all children residing in Vermont. In addition, if the Party is a resident of Vermont, Party makes this statement with regard to support owed to any and all children residing in any other state or territory of the United States.

15. Sub-Agreements: Party shall not assign, subcontract or subgrant the performance of this Agreement or any portion thereof to any other Party without the prior written approval of the State. Party also agrees to include in all subcontract or subgrant agreements a tax certification in accordance with paragraph 13 above.

16. No Gifts or Gratuities: Party shall not give title or possession of any thing of substantial value (including property, currency, travel and/or education programs) to any officer or employee of the State during the term of this Agreement.

17. Copies: All written reports prepared under this Agreement will be printed using both sides of the paper.

18. Certification Regarding Debarment: Party certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, neither Party nor Party's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in federal programs, or programs supported in whole or in part by federal funds.

Party further certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, Party is not presently debarred, suspended, nor named on the State's debarment list at:

<http://bgs.vermont.gov/purchasing/debarment>

- 19. Certification Regarding Use of State Funds:** In the case that Party is an employer and this Agreement is a State Funded Grant in excess of \$1,001, Party certifies that none of these State funds will be used to interfere with or restrain the exercise of Party's employee's rights with respect to unionization.
- 20. Internal Controls:** In the case that this Agreement is an award that is funded in whole or in part by Federal funds, in accordance with 2 CFR Part II, §200.303, the Party must establish and maintain effective internal control over the Federal award to provide reasonable assurance that the Party is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the award. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States and the "Internal Control Integrated Framework", issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).
- 21. Mandatory Disclosures:** In the case that this Agreement is an award funded in whole or in part by Federal funds, in accordance with 2CFR Part II, §200.113, Party must disclose, in a timely manner, in writing to the State, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures may result in the imposition of sanctions which may include disallowance of costs incurred, withholding of payments, termination of the Agreement, suspension/debarment, etc.
- 22. Conflict of Interest:** Party must disclose in writing any potential conflict of interest in accordance with Uniform Guidance §200.112, Bulletin 5 Section X and Bulletin 3.5 Section IV.B.

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ATTACHMENT E: Business Associate Agreement

This Business Associate Agreement (“Agreement”) is entered into by and between the State of Vermont Agency of Human Services, operating by and through its _____ **[Insert Name of AHS Department, Office or Division]** (“Covered Entity”) and **[Insert Name of Contractor/Grantee]** (“Business Associate”) as of _____ (“Effective Date”). This Agreement supplements and is made a part of the contract/grant to which it is attached.

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

The parties agree as follows:

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

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

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

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

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

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

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

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

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

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

3. Permitted and Required Uses/Disclosures of PHI.

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

3.2 Business Associate may make PHI available to its employees who need access to perform Services provided that Business Associate makes such employees aware of the use and disclosure restrictions in this Agreement and binds them to comply with such restrictions. Business Associate may only disclose PHI for the purposes authorized by this Agreement: (a) to its agents and Subcontractors in accordance with Sections 9 and 17 or, (b) as otherwise permitted by Section 3.

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

4. Business Activities. Business Associate may use PHI received in its capacity as a Business Associate to Covered Entity if necessary for Business Associate's proper management and administration or to carry out its legal responsibilities. Business Associate may disclose PHI received in its capacity as Business Associate to Covered Entity for Business Associate's proper management and administration or to carry out its legal responsibilities if a disclosure is Required by Law or if Business Associate obtains reasonable written assurances via a written agreement from the person to whom the information is to be disclosed that the PHI shall remain confidential and be used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the Agreement requires the person or entity to notify Business Associate, within two (2) business days (who in turn will notify Covered Entity within two (2) business days after receiving notice of a Breach as specified in Section 6.1), in writing of any Breach of Unsecured PHI of which it is aware. Uses and disclosures of PHI for the purposes identified in Section 3 must be of the minimum amount of PHI necessary to accomplish such purposes.

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

6. Documenting and Reporting Breaches.

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

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

information concerning the Breach as it becomes available to it. Business Associate shall require its Subcontractor(s) to agree to these same terms and conditions.

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

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

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

8. **Providing Notice of Breaches.**

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

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

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

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

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

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

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

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

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

13. Books and Records. Subject to the attorney-client and other applicable legal privileges, Business Associate shall make its internal practices, books, and records (including policies and procedures and PHI) relating to the use and disclosure of PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity available to the Secretary in the time and manner designated by the Secretary. Business Associate shall make the same information available to Covered Entity, upon Covered Entity's request, in the time and manner reasonably designated by Covered Entity so that Covered Entity may determine whether Business Associate is in compliance with this Agreement.

14. Termination.

14.1 This Agreement commences on the Effective Date and shall remain in effect until terminated by Covered Entity or until all of the PHI provided by Covered Entity to Business Associate or created or received by Business Associate on behalf of Covered Entity is destroyed or returned to Covered Entity subject to Section 18.8.

14.2 If Business Associate breaches any material term of this Agreement, Covered Entity may either:
(a) provide an opportunity for Business Associate to cure the breach and Covered Entity may terminate

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

15. Return/Destruction of PHI.

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

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

16. Penalties and Training. Business Associate understands that: (a) there may be civil or criminal penalties for misuse or misappropriation of PHI and (b) violations of this Agreement may result in notification by Covered Entity to law enforcement officials and regulatory, accreditation, and licensure organizations. If requested by Covered Entity, Business Associate shall participate in training regarding the use, confidentiality, and security of PHI.

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

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

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

17.3 Business Associate shall report in writing to Covered Entity any Security Incident pertaining to such Electronic PHI (whether involving Business Associate or an Agent or Subcontractor). Business

Associate shall provide this written report as soon as it becomes aware of any such Security Incident, and in no case later than two (2) business days after it becomes aware of the incident. Business Associate shall provide Covered Entity with the information necessary for Covered Entity to investigate any such Security Incident.

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

18. Miscellaneous.

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

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

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

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

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

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

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

18.8 The provisions of this Agreement that by their terms encompass continuing rights or responsibilities shall survive the expiration or termination of this Agreement. For example: (a) the provisions of this Agreement shall continue to apply if Covered Entity determines that it would be infeasible for Business Associate to return or destroy PHI as provided in Section 14.2 and (b) the obligation of Business Associate to provide an accounting of disclosures as set forth in Section 11 survives the expiration or termination of this Agreement with respect to accounting requests, if any, made after such expiration or termination.

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ATTACHMENT F: Agency of Human Services' Customary Grant Provisions

1. **Agency of Human Services – Field Services Directors** will share oversight with the department (or field office) that is a party to the grant for provider performance using outcomes, processes, terms and conditions agreed to under this grant.
2. **2-1-1 Data Base:** The Grantee providing a health or human services within Vermont, or near the border that is readily accessible to residents of Vermont, will provide relevant descriptive information regarding its agency, programs and/or contact and will adhere to the "Inclusion/Exclusion" policy of Vermont's United Way/Vermont 211. If included, the Grantee will provide accurate and up to date information to their data base as needed. The "Inclusion/Exclusion" policy can be found at www.vermont211.org
3. **Medicaid Program Grantees:**

Inspection of Records: Any grants accessing payments for services through the Global Commitment to Health Waiver and Vermont Medicaid program must fulfill state and federal legal requirements to enable the Agency of Human Services (AHS), the United States Department of Health and Human Services (DHHS) and the Government Accounting Office (GAO) to:

Evaluate through inspection or other means the quality, appropriateness, and timeliness of services performed; and

Inspect and audit any financial records of such Grantee or subgrantee.

Subcontracting for Medicaid Services: Having a subcontract does not terminate the Grantee, receiving funds under Vermont's Medicaid program, from its responsibility to ensure that all activities under this agreement are carried out. Subcontracts must specify the activities and reporting responsibilities of the Grantee or subgrantee and provide for revoking delegation or imposing other sanctions if the Grantee or subgrantee's performance is inadequate. The Grantee agrees to make available upon request to the Agency of Human Services; the Department of Vermont Health Access; the Department of Disabilities, Aging and Independent Living; and the Center for Medicare and Medicaid Services (CMS) all grants and subgrants between the Grantee and service providers.

Medicaid Notification of Termination Requirements: Any Grantee accessing payments for services under the Global Commitment to Health Waiver and Medicaid programs who terminates their practice will follow the Department of Vermont Health Access, Managed Care Organization enrollee notification requirements.

Encounter Data: Any Grantee accessing payments for services through the Global Commitment to Health Waiver and Vermont Medicaid programs must provide encounter data to the Agency of Human Services and/or its departments and ensure that it can be linked to enrollee eligibility files maintained by the State.

Federal Medicaid System Security Requirements Compliance: All Grantees and subcontractors must provide a security plan, risk assessment, and security controls review document within three months of the start date of this agreement (and update it annually thereafter) to support audit compliance with 45CFR95.621 subpart F, *ADP (Automated Data Processing) System Security Requirements and Review Process*.
4. **Non-discrimination Based on National Origin as evidenced by Limited English Proficiency.** The Grantee agrees to comply with the non-discrimination requirements of Title VI of the Civil Rights Act of 1964, 42 USC Section 2000d, et seq., and with the federal guidelines promulgated pursuant to Executive Order 13166 of 2000, which require that Grantees and subgrantees receiving federal funds must assure that persons with limited English proficiency can meaningfully access services. To the extent the Grantee provides assistance to individuals with limited English proficiency through the use of oral or written translation or interpretive services in compliance with this requirement, such individuals cannot be required to pay for such services.
5. **Voter Registration.** When designated by the Secretary of State, the Grantee agrees to become a voter

registration agency as defined by 17 V.S.A. §2103 (41), and to comply with the requirements of state and federal law pertaining to such agencies.

6. **Drug Free Workplace Act.** The Grantee will assure a drug-free workplace in accordance with 45 CFR Part 76.

7. **Privacy and Security Standards.**

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

Substance Abuse Treatment Information: The confidentiality of any alcohol and drug abuse treatment information acquired by or provided to the Grantee or subgrantee shall be maintained in compliance with any applicable state or federal laws or regulations and specifically set out in 42 CFR Part 2.

Other Confidential Consumer Information: The Grantee agrees to comply with the requirements of AHS Rule No. 08-048 concerning access to information. The Grantee agrees to comply with any applicable Vermont State Statute, including but not limited to 12 VSA §1612 and any applicable Board of Health confidentiality regulations. The Grantee shall ensure that all of its employees and subgrantees performing services under this agreement understand the sensitive nature of the information that they may have access to and sign an affirmation of understanding regarding the information's confidential and non-public nature.

Social Security numbers: The Grantee agrees to comply with all applicable Vermont State Statutes to assure protection and security of personal information, including protection from identity theft as outlined in Title 9, Vermont Statutes Annotated, Ch. 62.

8. **Abuse Registry.** The Grantee agrees not to employ any individual, use any volunteer, or otherwise provide reimbursement to any individual in the performance of services connected with this agreement, who provides care, custody, treatment, transportation, or supervision to children or vulnerable adults if there is a substantiation of abuse or neglect or exploitation against that individual. The Grantee will check the Adult Abuse Registry in the Department of Disabilities, Aging and Independent Living. Unless the Grantee holds a valid child care license or registration from the Division of Child Development, Department for Children and Families, the Grantee shall also check the central Child Protection Registry. (See 33 V.S.A. §4919(a)(3) & 33 V.S.A. §6911(c)(3)).
9. **Reporting of Abuse, Neglect, or Exploitation.** Consistent with provisions of 33 V.S.A. §4913(a) and §6903, any agent or employee of a Grantee who, in the performance of services connected with this agreement, has contact with clients or is a caregiver and who has reasonable cause to believe that a child or vulnerable adult has been abused or neglected as defined in Chapter 49 or abused, neglected, or exploited as defined in Chapter 69 of Title 33 V.S.A. shall make a report involving children to the Commissioner of the Department for Children and Families within 24 hours or a report involving vulnerable adults to the Division of Licensing and Protection at the Department of Disabilities, Aging, and Independent Living within 48 hours. This requirement applies except in those instances where particular roles and functions are exempt from reporting under state and federal law. Reports involving children shall contain the information required by 33 V.S.A. §4914. Reports involving vulnerable adults shall contain the information required by 33 V.S.A. §6904. The Grantee will ensure that its agents or employees receive training on the reporting of abuse or

neglect to children and abuse, neglect or exploitation of vulnerable adults.

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

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

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

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

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

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

1. Grantee's provision of certified computing equipment, peripherals and mobile devices, on a separate Grantee's network with separate internet access. The Agency of Human Services' accounts may or may not be provided.
2. State supplied and managed equipment and accounts to access state applications and data,

including State issued active directory accounts and application specific accounts, which follow the National Institutes of Standards and Technology (NIST) security and the Health Insurance Portability & Accountability Act (HIPAA) standards.

The State will not supply e-mail accounts to the Grantee.

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

14. **Non-discrimination.** The Grantee will prohibit discrimination on the basis of age under the Age Discrimination Act of 1975, on the basis of handicap under section 504 of the Rehabilitation Act of 1973, on the basis of sex under Title IX of the Education Amendments of 1972, or on the basis of race, color or national origin under Title VI of the Civil Rights Act of 1964. No person shall on the grounds of sex (including, in the case of a woman, on the grounds that the woman is pregnant) or on the grounds of religion, be excluded from participation in, be denied the benefits of, or be subjected to discrimination, to include sexual harassment, under any program or activity supported by state and/or federal funds.

The grantee will also not refuse, withhold from or deny to any person the benefit of services, facilities, goods, privileges, advantages, or benefits of public accommodation on the basis of disability, race, creed, color, national origin, marital status, sex, sexual orientation or gender identity under Title 9 V.S.A. Chapter 139.

15. **Environmental Tobacco Smoke.** Public Law 103-227, also known as the Pro-children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, child care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through state or local governments, by federal grant, contract, loan or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such Federal funds.

The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where Women, Infants, & Children (WIC) coupons are redeemed.

Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

Grantees are prohibited from promoting the use of tobacco products for all clients. Facilities supported by state and federal funds are prohibited from making tobacco products available to minors.

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