

Vermont Department of Health

Request for Proposals

Project Title: Community Public Health Vending Machines

Expected Date of Award: July 1, 2024

Date RFP Issued: April 23, 2024

**Bidders Conference: May 6, 2024, 3:00 am – 4:00 PM EST
Remote via Microsoft Teams**

Questions Due: May 13, 2024, 11:59 PM EST

**Letter of Intent Due: May 13, 2024
(optional)**

Proposals Due: May 31, 2024, 10:00 PM EST

Single Point of Contact: Danielle Tucker

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Division of Emergency Preparedness, Response, & Injury Prevention
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1. Overview

1.1 Requests for Proposals

The Vermont Department of Health (VDH), Division of Emergency Preparedness, Response, & Injury Prevention is seeking proposals to develop and implement a public health vending machines (PHVM) initiative in Vermont to expand access to naloxone (opioid antagonist), and other harm reduction resources. Purchasing, installing, and operating a public health vending machine is required. The deadline to apply for this funding opportunity is **11:59 p.m. on May 31, 2024**.

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| Funding term | Funds awarded will be for up to two years. The anticipated award start date is July 1, 2024. |
| Anticipated Funding and Payment Structure | <p>The State anticipates awarding up to ten (10) grants for the installation of community public health vending machines.</p> <p>Total anticipated funding amount is \$700,000 with individual grants funded up to \$100,000.</p> <p>Payment structure will be based on the achievement of deliverables.</p> <p>The state anticipates future iterations of RFP's based on funding availability.</p> |
| Applicant Eligibility | <p>Organizations must meet the following requirements to be eligible for these funds:</p> <ul style="list-style-type: none">• Physically located and/or operating in the state of Vermont.• Experience providing direct services to people who use drugs (PWUD) or partner with an organization provides direct services to people who use drugs.• Have a demonstrated history of conducting community outreach to support new initiatives.• All proposed vending machines must be placed within the state of Vermont.• All vending machines must be stocked with, at a minimum, naloxone (opioid antagonist). Other wellness or harm reduction supplies may be provided with prior approval from VDH.• Priority consideration will be given to Vermont Department of Health recognized syringe service providers or other harm reduction- focused organizations already providing direct services to people who use drugs. <p>Applicants that will be seeking free naloxone through</p> |

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| | the State of Vermont, Department of Health must be (or become) an Opioid Overdose Prevention Naloxone Distribution Program. For additional information, please see the following web link: Overdose Prevention Distribution New Site Screener |
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1.2 Background and Need Statement

The Vermont Department of Health (VDH) is working to expand access to opioid antagonist emergency medications (naloxone) and other harm reduction resources, including the use of public health vending machines (PHVMs), to expand harm reduction efforts in Vermont.

PHVMs provide Vermont an innovative opportunity to protect and promote the health and safety of people who use drugs (PWUDs). PHVMs, also referred to as harm reduction vending machines, provide a safe haven for people to obtain no-cost, stigma-free, preventative health and wellness services and harm reduction tools. Studies show these machines are effective in engaging hidden or hard to reach populations, including people who use drugs who have not previously engaged in harm reduction, treatment, or recovery services. These machines also increase access to public health and wellness supplies outside of traditional service providers' hours of operation and in locations previously not providing harm reduction tools. PHVMs are practical and require fewer resources than a brick-and-mortar based program with paid staff.

Goals of the PHVM Initiative:

- Reduce overdoses and overdose deaths by increasing low barrier access to opioid antagonist medication (naloxone).
- Improve quality of life for people who are not currently connected to harm reduction services and/or do not have easy access to harm reduction supplies by increasing low barrier access to public health and wellness supplies.
- Reach and engage communities, both geographic and demographic, disproportionately impacted by overdose.
- Increase hours of access to opioid antagonist medication (naloxone), public health and wellness supplies outside of traditional business hours.
- Reduce stigma related to substance use.

Low barrier access, for the purpose of this RFP, is defined as providing free supplies with easily understandable messaging available in multiple languages in easily accessible locations. **Naloxone (opioid antagonist) is a required item in all vending machines.**

Priority Populations:

- People not currently connected to harm reduction services or are not able to easily access them.
- Communities, both geographic and demographic, disproportionately impacted by overdose.
- Communities both geographic and demographic, with low access to harm reduction services including low access to opioid antagonist medication (naloxone).
- Community members most likely to witness or experience an overdose, including people who use drugs (PWUD), their friends and families, and community responders.

Interested applicants may benefit from national resources available to support PHVM efforts. These resources are not endorsed by the Health Department, nor is this list exhaustive. Utilization of these resources is not required for this funding opportunity.

- [Readiness Assessment for Harm Reduction Vending Machines: A Decision-Making Tool for Organizations and Communities](#): When considering a strategy like public health vending machines it is critical to understand community context and to get buy-in from staff, key community stakeholders, partners, and program participants. To help with this, Bloomberg American Health Initiative fellows, under the guidance of Dr. Susan Sherman, created a readiness toolkit to support agencies, community-based organizations, and advocacy groups to make informed decisions about the use of public health vending machines in their communities.
- [PTTC Vending Machine Considerations for Implementation Brief](#): The Great Lakes Prevention Technology Transfer Center Network developed a brief around the implementation considerations for vending machines including naloxone vending machines.

VDH anticipates awarding up to ten (10) grants to organizations to pilot the purchase and installation of PVHMs in geographic areas with demonstrated low access to harm reduction supplies including opioid antagonists (naloxone) (required item), and other supplies.

Understanding that organizations and communities may be interested in hosting a PHVM, and in different stages of readiness, the Health Department is offering grant opportunities to organizations at all stages. Although funding priority will be given to organizations that are able to implement within the first four (4) months of award, this RFP is intended to fund organizations that are ready to implement and those that may need additional time for planning prior to implementation.

1.3 General Program Requirements

Organizational Eligibility and Provider Experience:

- A. Eligible applicants will have already begun community planning around establishing PHVMs in their communities. Planning activities may include the following:
 - a. Community needs assessment
 - b. Proposed or identified location(s)
 - c. Proposed type or style of machine(s)
 - d. Drafted policies and procedures
 - e. Sustainability plan
 - f. Resources to stock, staff and maintain the vending machine to support this initiative.

- B. Eligible applicants must have at least two (2) years' experience engaging with people who use drugs (opioids and non-opioids); and/or at least two (2) years of partnership with a community organization that serves people who use drugs. These community organizations serving people who use drugs include, but are not limited to substance use disorder services providers, syringe service provider (SSP), recovery centers, or Vermont Department of Health's Division of Substance Use Programs preferred providers.

- C. Applicants who do not have direct experience engaging with people using drugs (opioids and non-opioids) should submit a signed letter of support for their application to this RFP from a local syringe service provider (SSPs), recovery centers, Vermont Department of Health's Division of Substance Use Programs preferred providers, or other community partner organization with experience engaging with the people who use drugs.
- D. Demonstrate a record of working with communities most burdened by overdoses, including BIPOC communities and communities with high social vulnerability or high poverty levels.

2. Scope of Work

Program Activities:

Grantees must provide a drafted written action plan to include progress on planning activities.

The following Deliverables will be required during the grant term:

- a. Finalized written action plan
- b. Community needs assessment
- c. Community Engagement Plan
- d. Proposed or identified location(s)
- e. Proposed type or style of machine(s)
- f. Procurement Plan
- g. Drafted policies and procedures
- h. Sustainability plan

- A. Community Needs Assessment:** Grantee will conduct the needs assessments within three (3) months of award. The needs assessment must engage PWUD to inform program planning. The needs assessment will involve data gathering and will be the basis for determining the following:
- a. The harm reduction and wellness supplies to be included in the PHVM(s). All machines will include opioid antagonist (naloxone) and sharps containers; other potential supplies may include safer use kits, menstrual supplies, safer sex kits, pregnancy tests, water, etc. All machines must offer sharps disposal in close proximity to the machines.
 - b. The focus population within the community where the PHVM(s) will be placed.
 - c. An outreach plan detailing how to identify and recruit potential PHVM participants.
 - d. A low threshold enrollment process and mechanism to access the PHVM (I.e. PIN number only or PIN number + swipe card).

For SSP applicants: In collaboration with VDH, the grantee can submit a request to the VDH requesting PHVMs as a new modality of syringe distribution.

- B. Community Engagement Plan: Within three (3) months of award,** grantee will develop a community engagement plan and conduct community engagement within the geographic community where the PHVM will be located. Goals of engagement are to determine baseline community attitudes towards the PHVMs and encourage community buy-in. Engagement will focus on people who may access the PHVM, neighborhood residents, and elected officials.

Community engagement must consist of at least three of the following activities for all applicants:

- a. Town hall meeting(s) open to the public following the Vermont requirements for [open meetings](#).
- b. Presentations to local community-based organizations and community business associations
- c. Meetings with local elected officials
- d. Meetings with local law enforcement
- e. Meetings with community boards as necessary

C. Location Determination (must be submitted within five (5) months of award): Grantee must identify and submit their proposed PVHM locations that must include a narrative addressing the following considerations:

- a. Proposed PVHM location(s) must be near places where PWUD congregate.
- b. Proposed location(s) must increase the number of days and/or hours that individuals will have access to opioid antagonist medication (naloxone) (required item) and other harm reduction supplies, if proposed locations are indoors, grantee must submit hours when indoor location is accessible.
- c. Careful consideration must be given to ensure that location(s) are safe and welcoming for PWUD.
- d. PHVMs can be placed indoors or outdoors (temperature-controlled machine)
- e. PHVMs can be different styles including high tech (similar to traditional vending machines, or “low tech” such as distribution stands, gravity feed dispersing machines, etc.
- f. Communities with demonstrated high overdose incidents (nonfatal or fatal) or low access to harm reduction services will be awarded additional points in the scoring of proposals.

D. Policies and Procedures for Machines: Prior to procurement, and within six (6) months of award, grantees must develop written policies and procedures that describe the guiding principles for the PHVM initiative and outline how this work will be implemented in the organization. Policies and procedures should, at minimum, include:

- a. Background information about the PHVM initiative and its goals.
- b. PHVM staffing roles and responsibilities.
- c. An outreach plan detailing recruitment method, how to identify potential PHVM participants, and enrollment process.
- d. Inventory management (such as ordering supplies and kit assembly process).
- e. Required data collection, forms, and reporting process.
- f. Staff training requirements
- g. Grantee would be expected to attend VDH-hosted planning sessions and additional meetings as requested.

E. Procurement Plan: Once the PHVM location(s), supplies, and mechanism of access are determined, and within seven (7) months of award, Grantee must initiate the following procurement activities:

- a. Submit a plan to be approved by VDH.
- b. Once plan is approved, identify and secure the vending machine(s) in accordance with the grant agreement.
- c. If using cards, purchase swipe cards and a swipe card activator/reader. Purchase wellness and harm reduction supplies. Naloxone kits will be provided free of charge by VDH.

F. Sustainability Plan: As grant funding will be for program planning and implementation, Grantee will be required to develop a sustainability plan to continue the new program once grant funding has ended.

Program Monitoring, Data Management and Reporting

Program Expectations:

Grantees will be expected to provide a completed written action plan (at application or within four (4) months of award).

Written Action Plan (must be submitted within four (4) months of award): If not provided in the application, Grantee will submit a finalized action plan that describes, at a minimum, the following:

- a. The action plan should include a narrative on the summary results or reports developed of any needs assessment, community engagement plan completed to date.
- b. How the organization will ensure that PWUD are meaningfully engaged in program planning.
- c. Finalized implementation plan/timeline, and how the organization will ensure the completion of the activities in the anticipated timeline.
- d. Proposed harm reduction and wellness supplies to be included in the PHVM.
- e. The focus population within the geographical areas where the PHVM(s) will be placed.
- f. The enrollment process and outreach plan to recruit PHVM participants.
- g. What is needed by community members to ensure that people feel empowered and safe to use the PHVM.
- h. Other findings, not included above, which have been informed by the results of the community needs assessment.

Grantee will be required to submit progress reports on several performance measures, including action plan items completed, identifying challenges, expected delays, progress on the implementation of the action plan, and any required changes to the action plan. The reports will also describe the grantee's efforts to promote equity in all aspects of their work.

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 proposal. Terms and conditions of 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 anticipates awarding up to ten (10) grants resulting from this RFP and reserves the right to make additional awards to the same vendor or other vendors 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 grantee 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 Subcontractors

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

3.6 Invoicing

All invoices are to be submitted by the grantee on the grantee's standard invoice. The invoice must include the following: a signed signature, name, and address for remittance of payment by the state, the grant number, date of performance and a brief description of the service or product provided.

3.7 Grantee Performance Guidance

All bidders will be held to specific performance review criteria over the life of the grant to ensure that project deliverables as outlined in the RFP and attested to in the Scope of Work are being met. Review of project deliverables will occur at intervals agreed upon by both the State and the Grantee and designated in the grant.

3.8 Key Grantee Responsibilities

The selected grantee(s) must assume primary responsibility for the implementation of the grant specifications and activities.

- 3.8.1 Grantee will successfully implement the plan to accomplish the tasks described and defined in the Scope of Work.
- 3.8.2 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 Party must provide certificates of insurance to show that the following minimum coverage is 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 coverage and limits listed herein are adequate to cover and protect the interests of the Party for the Party's operations. These are minimums that have been solely established to protect the interests of the State. **Insurance requirements for this grant can be found referenced in the link for Attachment C or via this link: <https://aoa.vermont.gov/Risk-Claims-COI>.**
- 3.8.3 The Grantee must abide by all Federal Regulations if applicable to this grant. The selected Grantee must assume primary responsibility for the implementation of the grant specifications and activities.
- 3.8.4 The Grantee will successfully implement the plan to accomplish the tasks described and defined in the Scope of Work.

3.9 Other Funding Terms and Conditions:

- Funding can be used to purchase and set up the vending machine(s), supplies to operate the machine (i.e., a card machine and plastic cards to create PHVM access cards, if using this type of machine), and

to purchase machine/device insurance.

- Funding can be used to purchase limited harm reduction supplies: injectable naloxone and administration syringe, sharps containers and drug checking strip supplies (including fentanyl or xylazine test strips, testing tins, sterile water, micro scoops), and other supplies approved by VDH.
- Funding is allowed for packaging items for placement in the machine and for printing resources and promotional materials.
- Vending machines must be stocked with, at a minimum, a supply of naloxone (opioid antagonist), and information on how to respond to an opioid overdose. Other harm reduction or wellness items may be included with prior approval from VDH.
- Successful applicants may place other health and wellness items (medication lock boxes, CPR breathing masks, safer sex supplies, etc.) in the PHVM, if they are supported outside of this funding opportunity.
- Applicants should plan and budget for up to two (2) years of funding. Carryover of funds may be possible based on the availability of funds and grantee performance. If additional funding becomes available, successful applicants may receive additional funding for implementation of their plan in future years.
- VDH may negotiate the terms of the agreement, including the award amount, with the selected applicant(s) prior to entering into an agreement. If agreement negotiations cannot be concluded successfully with a recommended applicant, VDH may terminate negotiations with that applicant.

4. Management Structure and General Information

4.1 Project Management

The grantee will be accountable to the Injury Prevention Manager and his/her designee(s), 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 terms of this grant, the Injury Prevention Manager, and his/her designee(s).

4.2 Status Reports

The Vermont Department of Health reserves the right to call meetings 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.

5. Proposal Requirements

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, bidders 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.

Proposal Submission Requirements:

Interested parties should submit a proposal, certificate of insurance in accordance with the limits outlined in the State of Vermont Attachment C and a W-9 signed within the last 6 months, no later than the close of business on **Friday, May 31, 2024**.

Cover Letter: The cover letter must be signed and dated by a person authorized to legally bind the vendor to a

contractual relationship, e.g., the President or Executive Director if a corporation, the managing partner if a partnership, or the proprietor if a sole proprietorship. This must be completed and submitted as part of the response for the proposal to be considered valid. See Attachment C.

Along with introductory remarks, the cover letter must include by attachment the following information about the vendor and any proposed subcontractors:

- Name, address, principal place of business, telephone number, and fax number/email address of legal entity or individual with whom grant would be written.
- Legal status of the grantee (sole proprietorship, partnership, corporation, etc.) and the year the entity was organized to do business, as the entity now substantially exists.
- Disclose if you, your Chief Financial Officer (or equivalent), or any persons who may be directly involved in this funded agreement over the past five years has been convicted, imprisoned, placed on probation or under supervision, or fined for any violation of any law including motor vehicle violations.
- Disclose if you, Chief Financial Officer (or equivalent), or any person who may be directly involved in this funded agreement has been convicted of a felony.
- Number of years' experience carrying out the activities of this grant.
- Demonstrate adequate financial resources and be financially sound as proven by furnishing balance sheet/financial statements, showing that the vendor has been in business continually for the last three (3) years.
- Provision of a single point managerial level contact to coordinate all State requirements and to be the point of contact for any problems/questions that may arise.
- Statement showing agreement that vendor's procedures shall be in compliance with all applicable Federal and State laws.
- Insurance Certificate must be included in response.
- Vermont Tax Certificate must be included in response.
- Statement outlining that you have reviewed the terms and all provisions of the Request for Proposal, the State of Vermont grant template, attachments, and insurance requirements and accepts conditions set forth.

Narrative: Applicants must submit a written narrative that answers the required questions or topics, adheres to the outlined sequence, and includes the required supporting documentation (all included below). Each section should also be labeled according to its topic. The maximum length of the narrative is **ten (10)** pages, not including attachments.

Letters of support, budget and budget narrative, and proposed implementation timeline should be included as attachments. Please note that any costs incurred by an organization in the preparation and submission of the organization's proposal will not be reimbursed by the State.

Proposal checklist:

Please use the following checklist and chart below in reviewing and submitting a proposal for this RFP. The numbers in parenthesis indicate the correlating item on the scoring chart listed in Section 6, Item 6.4.

- **Cover Letter** – ***not included*** in page count.
- **Background, Experience and Qualifications narrative (1)** – ***included*** in page count.
 - **Organizational chart/staffing structure (1.1)** – attachment; ***not included*** in page count.
- **Program Description narrative (2)** – ***included*** in page count.

- **Implementation timeline (2.2)** – attachment; ***not included*** in page count.
- **Optional (2.3)** – if a needs assessment and community outreach and engagement plan have been completed, these may be submitted as attachments and ***not included*** in 6-page limit.
- **Community partnerships narrative (2.6)** – ***included*** in page count.
- **Letters of support (2.6)** – attachment, if applicable; ***not included*** in page count.
- Please note, submission of these completed deliverables does not replace the required narrative portion of this section.
- **Proposed implementation timeline (3)** – attachment; ***not included*** in page count.
- **Budget and budget narrative (4)** – Must be filled out via the required template, attached as Appendix I to this RFP; ***not included*** in page count.
- **W-9** – attachment; ***not included*** in page count.
- **Certificate of Insurance (COI)** – attachment; ***not included*** in page count.

6.2 Single Point of Contact

All communications concerning this RFP are to be addressed in writing to the attention of the single point of contact listed on cover sheet of this proposal. Attempts by bidders to contact any other party could result in the rejection of their proposal as determined by the VDH.

6.3 Question and Answer Period

Any bidder requiring clarification of any section of this proposal or wishing to submit questions may do so up until the date and time listed in the below timetable (6.5). Questions may be e-mailed to the sole point of contact listed on the cover sheet of this proposal. Any clarification or questions submitted following the last day and time of the question period to the RFP will not be responded to.

At the close of the inquiry period a copy of all questions or comments and the State’s responses will be posted on the State’s web site: <http://www.vermontbusinessregistry.com>.

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

6.4 Bidders Conference Call

A non-mandatory informational bidders conference for this RFP will be held virtually via Microsoft Teams on **May 6, 2024, from 3:00 - 4:00 PM EST**. Please see the information below regarding how to attend this conference.

Meeting link: [Join the meeting now](#)

Meeting ID: 278 259 471 966

Passcode: zxhP54

Dial-in by phone:

(802) 828-7667

Phone conference ID: 114 328 923#

6.5 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.

| Event | Date |
|---|-----------------------------------|
| Release of Request for Proposals | April 23, 2024 |
| Bidders Conference (remote via MS Teams) | May 6, 2024 3:00 – 4:00 PM EST |
| Questions Due | May 13, 2024, 11:59 PM EST |
| Q&A posted | Week of May 13, 2024 |
| Letter of intent to apply deadline (not required) | May 13, 2024 |
| Deadline for proposals | May 31, 2024, 11:59 PM EST |
| Grant start date | July 1, 2024 |

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.

6.6 Proposal Submission

Bidders must submit an electronic copy of the proposal by the date and time listed on the above timetable. Proposals or unsolicited amendments submitted after that time will not be accepted and will be returned to the bidder. There are no exceptions to the closing date conditions.

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.

Bidders will submit their proposal to:

Danielle Tucker, Division Administrator

Vermont Department of Health

Division of Emergency Preparedness, Response, and Injury Prevention

Danielle.Tucker@vermont.gov

Delivery Methods:

ELECTRONIC/EMAIL: Electronic proposals ONLY will be accepted.

U.S. MAIL: Mailed proposals will not be accepted.

EXPRESS DELIVERY: Express delivery of proposals will not be accepted.

HAND DELIVERY: Hand-carried bids will not be accepted.

FAXED BIDS: Faxed bids will not be accepted.

6. Proposal Evaluation

The evaluation team will determine if each proposal is sufficiently responsive to the RFP to permit a complete evaluation of the individual/organization and experience. Proposals must comply with the instructions to bidders 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.

6.2 Finalists Presentations

The State reserves the right to request on-site demonstrations in Waterbury, VT from bidders prior to the selection of grantees.

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 evaluation team 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 grant terms with a selected proposing organization, the VDH reserves the option of negotiating with another proposing organization.

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

6.4 Scoring Information

Proposals should include the following information, and will be scored accordingly:

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| 1. Background, Experience and Qualifications | 30 |
| 1.1 Description of agency/organization and staffing structure | |
| 1.2 Description of agency/organization's experience working with the population of focus including people who use drugs or have a history of substance use. Note: If the lead applying organization does not have experience providing direct service, please describe your partnership with an organization with such experience and include the required letter of support as an attachment. | |
| 1.3 Description of agency's approach to addressing health equity and experience working with marginalized communities | |
| 2. Program Description | 50 |
| 2.1 Describe the organization's approach to implementing the PHVM initiative. | |
| 2.2 Describe the proposed approach to meet the implementation timeline outlined in the program activities (attached proposed timeline) | |

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| <p>2.3 Describe and demonstrate the organization’s process for any completed needs assessment, outreach and community engagement, or the planned process for these activities. This should include:</p> <ul style="list-style-type: none"> ○ Description of initiative, location, and number of community engagement activities ○ Names of elected officials and partner organizations engaged geographically close to the anticipated PHVM location(s) ○ Number of community members engaged at public events and description of entities engaged ○ A summary of findings and action steps needed to address any community concerns identified through community engagement | |
| <p>2.4 Description of the unmet need for harm reduction supplies in the proposed community, and any currently underserved populations. <i>Applicants will be expected to demonstrate need through qualitative and/or quantitative data. The Vermont Department of Health publishes overdose-related data for communities to use to demonstrate need, or applicants can draw from or use alternate data sources demonstrating need, including voices of those with lived experience. VDH data reports can be found at the following web location: https://www.healthvermont.gov/alcohol-drugs/plans-reports/data-and-reports.</i></p> | |
| <p>2.5 Description of harm reduction supplies that will be available in the PHVM, plans for involving the focus population, target geographic area/ location.</p> | |
| <p>2.6 Community partnerships, including letters of support, if applicable. If including, letter of support from local partners such as: local law enforcement, business of where the machine is expected to be located, town leadership, etc.</p> | |
| <p>2.7 If available, data systems for tracking and assessing program outcomes or impact (e.g., administrative data, survey data, community trends, etc.)</p> | |
| <p>3. Proposed Implementation Timeline Applicants should include planning and implementation phases of timelines. Applications that are able to implement within four (4) months of award will be given priority and may be awarded up to an additional 10 points</p> | 15/25 |
| <p>4. Budget and Budget Narrative Applicants must complete and attach a proposed budget using the template provided. The proposed budget must include a narrative description and justification for each line item. Budget may include implementation/planning/ implementation phases expenses.</p> | 5 |
| <p>5. Support and Resources needed (optional) Describe any support the organization anticipates needing from VDH to launch the PHVM initiative as outlined in Section 2. Responses may include the following:</p> <ul style="list-style-type: none"> ● Potential barriers during stakeholder engagement ● Any support needed around collecting data or conducting needs assessments ● Any supported needed during the planning or implementing phases | 0 |

6.5 Sample Agreement

A sample of the State of Vermont Subrecipient Grant, along with all terms and conditions which may be attached to this grant are attached to this RFP as Appendix II.

Appendix I - Budget Template

| RFP REQUIRED ITEM: PUBLIC HEALTH VENDING MACHINE BUDGET FORM | | |
|--|-------------|-------|
| Organization: | | |
| | DESCRIPTION | TOTAL |
| PERSONNEL | | |
| Salaries (list individually below) | | |
| | | \$ - |
| | | \$ - |
| | | \$ - |
| | | \$ - |
| | | \$ - |
| Fringe Benefits (list individually below) | | |
| | | \$ - |
| | | \$ - |
| | | \$ - |
| | | \$ - |
| | | \$ - |
| Total Personnel Costs | | \$ - |
| NON -PERSONNEL/OPERATING | | |
| Advertising/Marketing | | \$ - |
| Equipment (if allowable: computers, software, etc.) | | \$ - |
| Materials/Supplies | | \$ - |
| Rent/Mortgage | | \$ - |
| Sub-Contracts/Grants (list individually) | | |
| | | \$ - |
| | | \$ - |
| | | \$ - |
| Telephone (if a direct service cost) | | \$ - |
| Training/Education | | \$ - |
| Travel | | \$ - |
| Utilities | | \$ - |
| Other Direct Service Costs (list individually below) | | |
| | | \$ - |
| | | \$ - |
| | | \$ - |
| | | \$ - |
| Total Non-Personnel/Operating Costs | | \$ - |
| Total Direct Costs | | \$ - |
| INDIRECT/ADMINISTRATIVE | | |
| Indirect Costs (Does not self-calculate; 10% unless a alternate rate has been approved - Federal or State) | | \$ - |
| GRAND TOTAL | | \$ - |

Appendix II
State of Vermont Subrecipient Grant Agreement and Associated Attachments

SEE NEXT PAGE

STATE OF VERMONT GRANT AGREEMENT

Part I-Grant Award Detail

SECTION I - GENERAL GRANT INFORMATION

| | | | |
|---|--|---|---|
| ¹ Grant #: 03420- | | ² Original <input checked="" type="checkbox"/> Amendment # _____ | |
| ³ Grant Title: | | | |
| ⁴ Amount Previously Awarded: \$ 0.00 | | ⁵ Amount Awarded This Action: \$ | ⁶ Total Award Amount: \$ |
| ⁷ Award Start Date: | | ⁸ Award End Date: | ⁹ Subrecipient Award: YES <input type="checkbox"/> NO <input type="checkbox"/> |
| ¹⁰ Vendor #: | | ¹¹ Grantee Name: | |
| ¹² Grantee Address: | | | |
| ¹³ City: | | ¹⁴ State: | ¹⁵ Zip Code: |
| ¹⁶ State Granting Agency: AHS/VDH/Division of | | | ¹⁷ Business Unit: 03420 |
| ¹⁸ Performance Measures: YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> | | ¹⁹ Match/In-Kind: \$ N/A Description: | |
| ²⁰ If this action is an amendment, the following is amended: Amount: <input type="checkbox"/> Funding Allocation: <input type="checkbox"/> Performance Period: <input type="checkbox"/> Scope of Work: <input type="checkbox"/> Other: <input type="checkbox"/> | | | |

SECTION II - SUBRECIPIENT AWARD INFORMATION

| | | | |
|--|--|--|---|
| ²¹ Grantee Identifier [UEI] #: | | ²² Indirect Rate: _____% <small>(Approved rate or de minimis 10%)</small> | ²³ FFATA: YES <input type="checkbox"/> NO <input type="checkbox"/> |
| ²⁴ Grantee Fiscal Year End Month (MM format): | | ²⁵ R&D: <input type="checkbox"/> | |
| ²⁶ Entity Identifier [UEI] Name (if different than VISION Vendor Name in Box 11): | | | |

SECTION III - FUNDING ALLOCATION

STATE FUNDS

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

FEDERAL FUNDS

(includes subrecipient Global Commitment funds)

Required Federal Award Information

| ³¹ CFDA# | ³² Program Title | ³³ Awarded Previously | ³⁴ Award This Action | ³⁵ Cumulative Award | ³⁶ FAIN | ³⁷ Federal Award Date | ³⁸ Total Federal Award |
|--|-----------------------------|--|---------------------------------|--------------------------------|--------------------|----------------------------------|-----------------------------------|
| | | \$0.00 | \$ | \$ | | | \$ |
| ³⁹ Federal Awarding Agency: | | ⁴⁰ Federal Award Project DEACT | | | | | |
| | | \$0.00 | \$0.00 | \$0.00 | | | \$0.00 |
| Federal Awarding Agency: | | Federal Award Project DEACT | | | | | |
| | | \$0.00 | \$0.00 | \$0.00 | | | \$0.00 |
| Federal Awarding Agency: | | Federal Award Project DEACT | | | | | |
| | | \$0.00 | \$0.00 | \$0.00 | | | \$0.00 |
| Federal Awarding Agency: | | Federal Award Project DEACT | | | | | |
| | | \$0.00 | \$0.00 | \$0.00 | | | \$0.00 |
| Total Awarded - All Funds | | \$0.00 | \$0 | \$0 | | | \$0.00 |

SECTION IV - CONTACT INFORMATION

STATE GRANTING AGENCY

NAME:
TITLE:
PHONE:
EMAIL:

GRANTEE

NAME:
TITLE:
PHONE:
EMAIL:

PART 2 - GRANT AGREEMENT

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

Grant Agreement – Part 1 – Grant Award Detail Sheet
Grant Agreement – Part 2 – Grant Agreement
Attachment A - Specifications of Work to be Performed
Attachment B - Payment Provisions
Attachment C - Standard State Provisions for Contracts and Grants
Attachment D - Modifications of Attachment C or Attachment F
Attachment E - Business Associate Agreement
Attachment F - AHS Customary Contract/Grant Provisions

Grant Agreement – Part 1
Grant Agreement - Part 2
~~Attachment D – Modifications of Attachment C or Attachment F~~
Attachment C – Standard State Provisions for Contracts and Grants
Attachment A - Specifications of Work to be Performed
Attachment B - Payment Provisions
~~Attachment E – Business Associate Agreement~~
Attachment F - AHS Customary Contract/Grant Provisions

PART 2 – GRANT AGREEMENT

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

STATE OF VERMONT

GRANTEE

By:

By:

Mark Levine, MD
Commissioner
Vermont Department of Health

Date: _____

Date: _____

Address:

ATTACHMENT A
SCOPE OF WORK TO BE PERFORMED

(see RFP, Section 2: Scope of Work)

ATTACHMENT B
PAYMENT PROVISIONS

The maximum dollar amount payable under this agreement is not intended as any form of a guaranteed amount. Payment is contingent upon approval by the State and will be made to the Grantee after approval of an invoice and any reporting requirements listed in Attachment A: Scope of Work. The State may withhold payment in whole or in part in the event of the Grantee's failure to comply with the terms of this agreement.

Invoicing & Payments:

The Subrecipient will be paid for products or services specified in attachment A, for services performed, up to the maximum allowable amount specified in this agreement. Allowable costs for activities under this agreement are as follows:

| | | Budget Maximum Allowable Amount |
|--|--|---------------------------------|
| | | \$ |

Total expenditures for this grant will not exceed \$ _____

The subrecipient may request payment under this agreement by submitting an invoice and reporting requirements described above and in Attachment A. Invoices must be signed and dated by the Grantee, and include the following:

- Grantee's name
- Grantee's mailing address
- Grant number
- Invoice date
- Description of activities performed
- Amount due per actual expense
- Required deliverables and reporting materials
- Invoices, receipts and supporting documentation related to a request for reimbursement

Invoices, reports and supporting documentation must be submitted to the address listed below.

Vermont Department of Health
 Attn: Business Office
 PO Box 70
 Burlington, VT 05402

Invoices may be emailed to: XXXX

ATTACHMENT C: STANDARD STATE PROVISIONS FOR CONTRACTS AND GRANTS

“Attachment C: Standard State Provisions for Contracts and Grants” (revision version dated December 7, 2023) constitutes part of this Agreement and is hereby incorporated by reference as if fully set forth herein and shall apply to the purchase of all goods and/or services by the State under this Agreement. A copy of this document is available online at: <https://bgs.vermont.gov/purchasing-contracting/forms>.

ATTACHMENT F

AGENCY OF HUMAN SERVICES’ CUSTOMARY CONTRACT/GRANT PROVISIONS

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

Inspection and Retention of Records: In addition to any other requirement under this Agreement or at law, Party must fulfill all state and federal legal requirements, and will comply with all requests appropriate to enable the Agency of Human Services, the U.S. Department of Health and Human

Services (along with its Inspector General and the Centers for Medicare and Medicaid Services), the Comptroller General, the Government Accounting Office, or any of their designees: (i) to evaluate through inspection or other means the quality, appropriateness, and timeliness of services performed under this Agreement; and (ii) to inspect and audit any records, financial data, contracts, computer or other electronic systems of Party relating to the performance of services under Vermont's Medicaid program and Vermont's Global Commitment to Health Waiver. Party will retain for ten years all documents required to be retained pursuant to 42 CFR 438.3(u).

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

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

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

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

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

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

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

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

5. **Non-Discrimination:**

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

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

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

6. **Employees and Independent Contractors:**

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

7. **Data Protection and Privacy:**

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

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

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

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

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

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

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

§4919(a)(3) and 33 V.S.A. §6911(c)(3).

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

9. **Information Technology Systems:**

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

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

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

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

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

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

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

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

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

10. **Other Provisions:**

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

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

on the responsible entity. The federal Pro-Children Act of 1994, however, does not apply to portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where Women, Infants, & Children (WIC) coupons are redeemed.

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

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

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

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

AHS ATT. F 5/16/2018

(End of Appendix II)