

# Vermont Department of Health

## Sealed Bid

### Request for Proposals

1/3/12

Project Title: Combined Community Prevention Grants RFP

Grant Period: July 1, 2012 to June 30, 2013

Date RFP Issued: January 3, 2012

Response to Questions: February 7, 2012  
Closed (See 5.3 Below)

Bidders Conference: January 23, 2012

Date of Bid Closing: February 15, 2012 at 3:00 PM

Date of Bid Opening: February 16, 2012 at 12:00 PM  
Vermont Department of Health,  
108 Cherry Street, Room 2C  
Burlington, VT

Grantees Chosen: March 21, 2012

Single Point of Contact: Katie Martinez

Contact Address: Vermont Department of Health,  
PO Box 70, 108 Cherry Street  
Burlington, Vermont 05402-0070

Phone: 802-863-7204 Email:vdhcoalitiongrant@state.vt.us

## 1. Overview

### 1.1 Requests for Proposals

The Vermont Department of Health (VDH) is issuing this Request for Proposals (RFP) to support implementation of community-based chronic disease prevention strategies related to alcohol and drug abuse, nutrition and physical activity, and tobacco control. The purpose of the grants is to support “effective and integrated public health programs and communities with the capacity to respond to public health needs” (See the 2010 Vermont Department of Health’s Strategic Plan, [http://healthvermont.gov/admin/strategic/strategic\\_plan.aspx](http://healthvermont.gov/admin/strategic/strategic_plan.aspx)).

Primary funding for this RFP comes from the Center for Disease Control and Prevention (CDC) and the Substance Abuse and Mental Health Services Administration (SAMSHA) who promote implementation of evidence and practice-based approaches to policy, systems, and environmental change to achieve broad reaching and sustainable change. Policy and environmental change has a proven track record of providing effective, long-term outcomes and is directly related to a change in social norms.

Priority will be given to applicants who have the demonstrated potential to reduce health disparities and work with low socioeconomic status (SES) populations. In general, low SES populations are characterized by people with fewer years of formal education and lower incomes compared to other Vermonters. For example, people with less than a high school education or those living at less than 250% of the Federal Poverty Level (FPL) would be considered of lower socioeconomic status. For more information on this, please see the VDH Health Disparities of Vermonters 2010 for more information.

<http://healthvermont.gov/research/healthdisparities.aspx>

Grantees must demonstrate experience with the type of work described in this RFP; commitment to working with VDH’s Office of Local Health (OLH); and ability to coordinate coalition/partnerships addressing multiple prevention priorities. Currently funded grantees are not guaranteed continuation under this RFP.

The responses to this RFP should reflect a combination of strategies to achieve program goals and gain efficiencies where possible. VDH will be issuing two separate grants for a grant period of 7/1/2012 through 6/30/2013: one grant for the Division of Alcohol and Drug Abuse Prevention (ADAP); and the other grant for the Division of Health Promotion & Disease Prevention which includes Healthy Retailer, Nutrition/Physical Activity, and Tobacco Prevention.

Responders to the RFP must apply to work on at least two of the following program areas:

1. Alcohol and Drug Abuse – up to \$40,000 available
2. Nutrition and Physical Activity – up to \$40,000 available
3. Tobacco Control – up to \$40,000 available

In addition, all applicants must agree to participate in the Healthy Retailers project and may request up to \$10,000 for this work.

The amount of funding requested needs to be commensurate with the work proposed. The proposed maximum amount per award is anticipated to be up to \$130,000. However, if a coalition chooses to work in more than one geographic area, it may be eligible to receive multiple awards of up to \$130,000. Coalitions are responsible for defining geographic area.

## **1.2 Eligibility**

Eligible applicants include public and private not for profit (501c3) organizations, coalitions, schools, hospitals, municipalities and other entities that are qualified to ensure performance of the work. For purposes of responding to this RFP, coalitions are defined as entities composed of several diverse organizations or constituencies that have agreed to work together to achieve a common goal.

Applicants must have a federal tax ID number or identify a fiscal agent with a federal tax ID number. Note: the fiscal agent is the applicant and responsible for complying with all the grant requirements. Statewide entities, including coalitions, may apply provided they have the capacity to carry out the RFP requirements.

## **1.3 Background and Need Statement**

This RFP uses the Centers for Disease Control and Prevention (CDC) definition of ‘collaboration’ and ‘community capacity.’ Collaboration results when people work together and share resources to achieve a common goal. It is a well-defined relationship entered into by two or more organizations to achieve common goals. Collaboration includes a jointly developed structure and shared responsibility, authority, accountability, resources, and reward. Community capacity is a coalition or community’s ability to identify, mobilize, and address social and public health problems. This includes citizen participation and leadership, skills, resources, social and organization networks, sense of community, community power, and an understanding of the community’s history.

Below is a brief overview of the programs to be addressed by applicants:

### **Alcohol and Drug Prevention**

#### **Background/Overview**

Alcohol – According to the 2011 Vermont Youth Risk Behavior Survey (YRBS), 35% 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. According to the 2008-09 National Survey on Drug Use and Health, 52% of 18-25 year olds binged in the past month.

Marijuana – In Vermont, more teens enter treatment with a primary diagnosis for marijuana dependence than all other illicit drugs combined. According to the 2011 YRBS, 24% of all high school students used marijuana during the past 30 days, and the 2008-09 National Survey on Drug Use and Health identifies Vermont with the highest rate in the nation of past month

marijuana use among 18-25 year-olds, at 30.6%.

**Prescription Drug Misuse** – Prescription drug misuse is a significant public health and public safety issue. In 2011, 14% of students reported ever taking a prescription pain reliever or stimulant not prescribed to them (YRBS). According to the 2008-09 National Survey on Drug Use and Health, 13.6% of Vermonters ages 18 to 25 reported non-medical use of prescription pain relievers in the last year. Vermont had the second highest per capita rate of all states for admissions to treatment for prescription opiates in 2008. The majority (60%) of these admissions were young people, 20 to 29 years old.

### **Desired Outcomes**

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

Reduce binge drinking among adolescents 12-17 and young adults ages 18-25 during past 30 days.

## **Tobacco Control**

### **Background/Overview**

Tobacco use causes a number of chronic conditions, including coronary heart disease, stroke, chronic obstructive lung disease, and lung and other cancers; and is the leading cause of preventable death in the United States. Coalitions carrying out tobacco interventions will implement community based policy and environmental strategies that in particular address reducing prevalence and secondhand smoke exposure among the low income. The strategies for reaching these goals are based on Best Practices for Comprehensive Tobacco Control Programs (2007) developed by the Centers for Disease Control and Prevention. (See the CDC Best Practices for Tobacco publication at:

[http://www.cdc.gov/tobacco/stateandcommunity/best\\_practices/index.htm](http://www.cdc.gov/tobacco/stateandcommunity/best_practices/index.htm))

### **Desired Outcomes**

Reduce tobacco use prevalence of cigarette smoking to 12% in both youth and adults by 2020.

Establish laws on smoke-free outdoor air that prohibit smoking in public places and worksites.

Reduce proportion of nonsmokers exposed to secondhand smoke to 36% by 2020.

## **Nutrition/Physical Activity**

### **Background/Overview**

Poor nutrition and physical inactivity are associated with a number of chronic conditions, including obesity, the second leading cause of preventable death in the US. The Centers for Disease Control and Prevention released Recommended Community Based Strategies from Obesity Prevention. Of these strategies, the Fit and Healthy Vermonters Program identified the ones most likely to have a significant impact in Vermont. These strategies focus primarily on policy and environmental change.

### **Desired Outcomes**

1. Reduce the proportion of adults who are obese from 24% to 22% and adolescents aged 12 – 19

who are obese from 12% to 10% by 2020.

2. Reduce the proportion of adults who engage in no leisure time physical activity from 20% to 18%.
3. Increase proportion of adults who meet the Federal physical activity guidelines from 58% to 64% and adolescents (in grades 9-12) who meet the Federal physical activity guidelines from 23% to 25%.

Because Vermonters of low socioeconomic status are at higher risk for overweight/obesity, priority will be given to applicants who can demonstrate the capacity to reach this population.

## **Healthy Retailer**

### **Background/Overview**

Supermarkets provide a larger selection of healthy foods at lower prices compared to smaller grocery and convenience stores. These smaller stores are often frequented by Vermonters who do not have regular access to full scale supermarkets and thus may be exposed to more unhealthy choices.

A Public Health best practice includes implementation of strategies that create an environment where making a healthy choice is an easy choice. The goal of this initiative is to further health promotion efforts by changing the environment within independently owned grocery and convenience stores. Healthy Retailers Initiative promotes healthy choices at small retailers by reducing tobacco and alcohol marketing while promoting healthy foods, independent retailers can make small changes that will make a big impact.

### **Desired Outcomes**

Increase access to healthy foods and decrease exposure to tobacco and alcohol advertising in independently owned grocery and convenience stores.

## **1. Scope of Work (Required Services/Tasks/Activities)**

### **Alcohol and Drug Prevention**

All Grantees must:

2. Implement at least one evidence-based strategy to address underage drinking, high risk drinking or marijuana use;
3. Adhere to the list of required activities shown below:

All grantees implementing alcohol and drug prevention strategies are required to participate in the following activities:

#### **1) Training**

- a) Attend annual Stop Teen Alcohol Risk Team (START) prevention plan meeting.
- b) All program staff who did not participate in the SPF SIG Learning community between 2007 and 2011 must participate in ADAP funded Substance Abuse Prevention Training.
- c) All new grantees must attend a NOMS orientation.

d) Attend up to two trainings/networking meetings in the grant cycle.

**2) Education**

- a) Collaborate with regional START on a community project for Alcohol Awareness month in April, 2013.
- b) Promote and participate in community forums and trainings on prescription drugs

**3) Communication for Alcohol and Drug Prevention**

- a) Share all media, articles, and press releases on underage drinking issues with regional START team.
- b) Promote Vermont’s prescription misuse prevention initiatives to include Drug Take-Back Day in October, 2012.
- c) Participate in an awareness common theme campaign.

**4) Reporting**

- a. Report National Outcome Measures (NOMs) as required by the Substance Abuse Prevention and Treatment Block Grant. Grantees will be required to provide data on the total number served by race, ethnicity, age and gender and both cost and demographic data will be separated by programs. More information about NOMs can be found on the Vermont Department of Health website at:  
<http://healthvermont.gov/adap/ADAPGranteeNOMs.gov.aspx>

Currently funded grantees that plan to continue implementation of existing strategies must use the strategies identified at:

- a) <http://nrepp.samhsa.gov>
- b) <http://www.thecommunityguide.org/index.html>
- c) <http://www.ojjdp.gov/mpg/>

In addition, currently funded grantees proposing to continue existing strategies must describe the evaluation conducted thus far; how the data will be used to revise or improve the strength, reach and fidelity of the strategy; and how the data will assist in the focus on low socioeconomic populations.

New grantees must select one of the eight evidence-based strategies from the grid below:

<b>Evidence Based Strategy</b>	<b>Underage Drinking</b>	<b>High Risk Drinking</b>	<b>Marijuana Use</b>
Challenging College Alcohol Abuse (CCAA)	x	x	
Community Trails Intervention to reduce High Risk Drinking	x	x	
eCHECKUP <a href="http://www.echeckuptogo.com/usa/about/">http://www.echeckuptogo.com/usa/about/</a>		x	
Family Matters	x		
In Shape		x	x
Local policies/ordinances restricting alcohol in public places and at community events	x	x	

<a href="http://www.thecommunityguide.org">http://www.thecommunityguide.org</a>			
MyStudentBody		X	
Regulation of Alcohol Outlet Density <a href="http://www.thecommunityguide.org">http://www.thecommunityguide.org</a>	X	X	

For more information on evidence-based strategies, strength, and reach see the Vermont Strategic Prevention Framework Guidance document at:  
<http://healthvermont.gov/adap/prevention/SPF/StrategicPreventionFramework.aspx>

Performance Measure:

Grantee must address and/or complete at least 80% of all fidelity tasks in approved Implementation Work Plan(s) to receive payment.

**4. Means of Verification**

Recipients of state grants for substance abuse prevention activities will be required to operate utilizing an approved implementation work plan.

Grantees must address and/or complete at least 80% of all fidelity tasks in approved substance abuse prevention implementation work plans for each quarter of the grant year. Grantees will submit quarterly updated implementation work plan(s) as means of verifying utilization. Program utilization will be reviewed on a quarterly basis prior to advancing the payment for the upcoming fiscal quarter. If utilization cannot be determined due to lack of reporting from the provider, funds will be withheld until the required information has been submitted.

If the utilization over the quarter is below 80%, the program is subject to payment adjustments. All payment adjustments will be commensurate with the rate of under-utilization (below 80%).

**5. Monitoring**

Grantee will be monitored through submission and review of quarterly Implementation Work plan(s), NOMs and expense reports, as well as conference calls and site visits depending upon the funding level and audit requirements

**Tobacco Control**

**Coalitions must pick all three of the following strategies and within each strategy the specified number of required activities.**

Strategy 1: The Coalition will work with local selectboards, planning/zoning boards or other decision-makers to carry out municipal policy change concerning tobacco retail outlets. Pick one of the following required activities:

- A. Restrict retail store tobacco placement (must be kept out of consumer view).

- B. Restrict retail store tobacco advertising.
- C. Restrict the number, location, type and/or density of tobacco retail outlets.

Strategy 2: The grantee will work to increase the number of locations that are smoke/tobacco free through policy and/or ordinance restrictions.

Choose a minimum of two of the following activities below. Applicants, whose service area includes the main campuses of Castleton State College, Community College of Vermont, Johnson State College, Lyndon State College, Vermont Technical College, or the University of Vermont, must choose all three topic areas.

- A. Increase the number of municipal policies and/or ordinances which restrict tobacco use at public parks, beaches and other open-air places.
- B. Increase the number of post-secondary education institutions and health care organizations which have smoke/tobacco-free campuses.
- C. Increase the number of outdoor events (fairs, concerts, etc.) or business campuses that restrict outdoor tobacco use.

Strategy 3: Coalitions will carry out local efforts in coordination with statewide Common Theme Campaigns, listed below.

- A. The adult cessation common theme media campaign during November and December, 2012. The primary target audience for this campaign is adults aged 25-34 of low socioeconomic status.
- B. The youth prevention common theme media campaign during February and March, 2013. The primary target audience for this campaign is at risk teens aged 13 to 18.
- C. Coalitions should set aside up to 5% of their proposed budget for a Common Theme Campaign which will be determined during the course of this award.

#### Performance Measures: Tobacco Control

For Strategy 1: develop and present at least one policy change to local selectboards, planning/zoning boards, and other decision-makers to carry out municipal policy changes. Payment is contingent on developing and presenting at least one municipal policy change(s). A 5% reduction will apply to the Tobacco payment if no policy changes are developed and presented to at least one municipality.

For Strategy 2: develop and present at least one policy change to local selectboards, planning/zoning boards, other decision-makers to carry out municipal policy changes. Payment is contingent on developing and presenting at least one municipal policy change. A 5% reduction will apply to the Tobacco payment if no policy changes are developed and presented to at least one municipality.

A minimum of two earned media events are accomplished in coordination with the Statewide Common Theme Campaigns (Adult Cessation and Youth Prevention). Payment is contingent on

accomplishing at least two earned media events, one for each of the Statewide Common Themes Campaigns. A 5% reduction will apply to the Tobacco payment if one earned media event is not accomplished for each campaign.

All completed reports must be submitted by the required due dates in the grant. Payment is contingent upon submitting reports on time. A 1% reduction will apply to the tobacco payment if reports are submitted after the due date.

### **Nutrition/Physical Activity**

The Coalitions will work with local selectboards, planning/zoning boards or other decision-makers to assess, recommend, and, where applicable, carry out municipal policy change concerning nutrition and physical activity activities. Coalitions must choose one or more strategies and complete both activities under each strategy.

A list of state approved assessment tools for policy and environmental supports may be found at: <http://healthvermont.gov/family/fit/documents>

**Strategy 1:** Increase the number of policy and/or environmental changes that lead to Enhanced Mixed Use Development resulting in improved opportunity and access to physical activity and healthy food. Activities:

- A. Conduct an assessment, within each municipality, which identifies policies or infrastructure that limits mixed used development.
- B. Using the results of the assessment develop recommendations for policy and/or infrastructure improvements and propose them to each municipality for adoption.

**Strategy 2:** Increase the number of policies and/or environmental supports for Pedestrian and Bicycle Friendly Communities. Activities:

- A. Conduct an assessment, which identifies policies and/or infrastructure that limit “walkability” and “bikeability” in the community;
- B. Using the results of the assessment develop recommendations for policy and/or infrastructure changes and propose them to each municipality for adoption.

**Strategy 3:** Increase the number of policy and/or environmental changes which lead to Improved Access to Parks, Recreation Facilities and Open Space. Activities:

- A. Conduct an assessment, within each municipality to determine the town support for, and resident access to, local parks, recreation facilities, and open space. Draft language to support the development and maintenance of local parks, recreation facilities, and/or open space by the town.

- B Using the results of the assessment develop recommendations for policy and/or infrastructure changes and propose them to each municipality for adoption.

Strategy 4: Increase the number of policy and/or environmental changes to increase access to healthy food. Activities:

- A. Conduct an assessment, within each municipality which identifies policy or infrastructure barriers which limit the access to healthy food.
- B. Using the results of the assessment develop recommendations for policy and/or infrastructure improvements and propose them to each municipality for adoption.

Performance Measures: Nutrition & Physical Activity

For each strategy chosen, develop and present policy change(s) to at least one municipality. Payment is contingent on developing and presenting at least one policy change(s) to each municipality. A 5% reduction will apply to the Nutrition and Physical Activity payment if no policy changes are developed and presented to at least one municipality.

All completed reports must be submitted by the required due dates in the grant. Payment is contingent upon submitting reports on time. A 1% reduction will apply to the Nutrition and Physical Activity payment if reports are submitted after the due date.

### **Healthy Retailer**

Required Activity 1: Increase knowledge about a community's beliefs and receptivity related to healthy food offerings, alcohol and tobacco advertising, and product placement in local retailers.

- 1) Newly funded coalitions must:
  - a) Use the VDH Healthy Retailers Community Assessment, <http://healthvermont.gov/family/fit/documents/AssessmentToolsforHealthyCommunityDesign.pdf>, to assess a minimum of fifty (50) community members', (representing disparate populations in the grantees defined geographic area) attitudes about tobacco and alcohol advertising as well as healthy eating.
  - b) Use the VDH Store Audit Checklist, <http://healthvermont.gov/family/documents/SCBIStoreAudit.pdf> to assess the retail environment in a minimum of three (3) stores in the coalitions defined geographic area.
- 2) Currently funded coalitions must:
  - a) Identify successes and barriers to changes made in local retail establishments and identify how those changes can be sustained.
  - b) Use the VDH Store Audit Checklist (See above link) to assess the retail environment in a minimum of three (3) new stores in the defined geographic area.

Required Activity 2: Increase the number of stores successfully creating healthy retail

environments.

- 1) Newly funded coalitions must:
  - a) Create an Implementation Work Plan based on the results of the Healthy Retailers Community Assessment. The work plan must include:
    - i) The names of stores the coalition intends to work with, proposed objectives, activities and evaluation measures.
    - ii) Strategies from the “tiered guidelines for tobacco, alcohol and healthy eating” in the Planning Section of the Healthy Retailers Retail Guide[http://healthvermont.gov/family/fit/documents/SCBI\\_Guidebook\\_FINAL.pdf](http://healthvermont.gov/family/fit/documents/SCBI_Guidebook_FINAL.pdf)
  - b) Implement the strategy (ies) included in the Implementation Work Plan in a minimum of three (3) stores in the defined geographic area.
- 2) Currently funded coalitions must:
  - a) Sustain implementation in three stores.
  - b) Create an Implementation Work Plan for three new stores based on the results of the Store Audit Checklist and results from the previous Healthy Retailers Community Assessment.

Required Activity 3: All coalitions must:

- 1) Evaluate activities implemented. Evaluation should include process, outcome and impact measures such as surveys, interviews, and observations of changes made in the retail store.
- 2) Conduct local communications activities to promote the Healthy Retailers Initiative and accomplishments of local retailers. Activities may include press releases, newsletters or other media. All communications must be approved by the State prior to publishing.

#### Performance Measures: Healthy Retailer

Newly funded coalitions must complete 50 Healthy Retailer Community Assessments. Payment is contingent on submittal of assessment results. A 5% reduction will apply to the Healthy Retailer payment if less than 90% of the assessments are completed and submitted.

All funded coalitions must complete and submit a minimum of three Store Audit checklists (three different stores). Payment is contingent on submittal of three store audit checklists. A 10% reduction will apply to the Healthy Retailer payment if less than 3 Store Audit Checklists are completed and submitted.

Document through reporting to the State that a least one strategy was implemented in the store and promoted in the community. Either the advertising for tobacco and alcohol was reduced or the promotion of healthy foods was increased. Payment is contingent on implementing and promoting at least one strategy. A 10% reduction will apply to the Healthy Retailer payment if no changes are implemented.

All completed reports must be submitted by the required due dates in the grant. Payment is

contingent upon submitting reports on time. A 1% reduction will apply to the Nutrition and Physical Activity payment if reports are submitted after the due date.

### **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 from this RFP and Grantee's response will become part of the grant. This grant will be subject to review throughout its entire term. 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**

VDH may award one or more grants and reserves the right to make additional awards to the same coalition or other coalitions 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, 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 Penalties**

The VDH will enforce penalties if the grantee fails to meet the performance measures as defined for each program area in the Section 2, Scope of Work.

#### **3.5 Subgrantee**

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 (s) during the term of the grant.

#### **3.6 Invoicing**

All invoices are to be submitted by the grantee on the grantee's standard invoice in a format defined by the State. The invoice must include the following: a signed signature, name and address for remittance of payment by the State and the grant number. Invoices are to be submitted directly to ADAP or HPDP Central Office in Burlington.

### 3.7 Key Grantee Responsibilities

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

3.7.1 The Grantee will successfully implement the work plan to accomplish the tasks described and defined in the Scope of Work.

3.7.2 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 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 Agreement, the Party shall carry general liability insurance having all major divisions of coverage including, but not limited to:

Premises – Operations

Products and Completed Operations

Personal Injury Liability

Contractual Liability

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

\$1,000,000 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.

Waivers of the \$1,000,000 automobile limit may be available during grant negotiations

3.7.3 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 Deputy Commissioner of Health 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 Deputy Commissioner of Health and his/her designee(s).

Upon grant award, the Office of Local Health in each area ([http://www.healthvermont.gov/local/district/district\\_office.aspx#find](http://www.healthvermont.gov/local/district/district_office.aspx#find))

will be the main contact for successfully funded grantees by providing the following support:

- Work plans, progress reports, and budgets will be reviewed by the District Director as part of VDH review process.

- Support work related to the implementation of grants including reviewing work plans, progress reports and budgets and providing feedback to grantees.

- In collaboration with VDH Central Office, provide technical assistance, consultation, and guidance to grantees to support grant deliverables and reporting.

- Participate in regular meetings and conference calls with grantees to ensure that the program is operating effectively and required activities are being conducted.

- Serve on local coalition and partnership board/advisory group.

- Facilitate community linkages that will enhance and support grant outcomes.

### **4.2 Status Reports for Monitoring**

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 Deputy Commissioner of Health or his/her designees when/if performance measures agreed upon will not be met. The following status reports will become part of the grant. They include the following:

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

The grantee will be required to submit a feedback evaluation in a format provided by the State for the Tobacco, Nutrition and Physical Activity, and Healthy Retailer programs. The purpose of this feedback is to provide information to the State concerning the process of the grant strategies and activities. Ongoing evaluation and feedback mechanisms are needed in each of the strategies to understand what works, what does not work, and why. Grantees will have to submit this evaluation to the State with the second quarter reports and as part of the final report.

## **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, 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.

**5.2 Single Point of Contact**

The single point of contact, Katie Martinez, is the sole contact for this RFP proposal. All communications concerning this RFP are to be addressed in writing to the attention of Katie Martinez using the contact information 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.

**5.3 Question and Answer Period**

Any bidder 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 [vdhcoalitiongrant@state.vt.us](mailto:vdhcoalitiongrant@state.vt.us) as listed on page 1 of this proposal.

Opening date for written questions is January 3, 2012. No questions will be taken after February 3, 2012. All responses to written questions received by Friday will be posted on Thursday of the next week. Actual dates for submitting and responding to written questions appear in the table below:

Date written questions received by 4:30 PM on:	Response posted by 4:00 PM on
1/6/2012	1/12/2012
1/13/2012	1/19/2012
1/20/2012	1/26/2012
1/27/2012	2/2/2012
2/3/2012	2/9/2012

At the close of the question 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>. No questions will be taken after February 3, 2012.

**5.4 Bidders Conference Call**

A conference call for all interested bidders will be held on January 23, 2012, at 1:00 PM. Toll-free call in number: 1-866-910-4857. Participant Pass Code: 784437 (Room 2C, 108 Cherry Street, Burlington, Vermont))

**5.5 Timetable**

The table below presents the VDH schedule for this RFP and granting process. Please note VDH reserves the right to adjust the schedule below as needed.

<b>RFP Process</b>	
RFP published	January 3, 2012
Start of Written Questions	January 3, 2012
Close of Written Questions	February 3, 2012

Response to Written Questions	See table in 5.3
Proposal due (see Section 5.6 for detailed instructions on proposal format and submission instructions)	February 15, 2012, 3:00 PM, eastern time
Bid Opening	February 16, 2012
Grantee Selection	March 21, 2012
Grant negotiation period	Until March 31, 2012
Anticipated “Start Work Date”	July 1, 2012

A public bid opening will be held at the Vermont Department of Health, Room 2C, 108 Cherry Street, Burlington, VT, at 12:00 PM Eastern Time on February 16, 2012.

The State reserves the right to accept or reject any or all 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. Work to be completed under this grant will commence no later than July 1, 2012.

### 5.6 Proposal Submission

Bidders must submit a single sided original copy and seven single sided copies of the proposal with a signed cover letter.

**An electronic copy must be e-mailed to** [vdhcoalitiongrant@state.vt.us](mailto:vdhcoalitiongrant@state.vt.us). (An email version is not an alternative or substitute for above).

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.

Example language (Response Sections I, II, III, IV, V, VI, and VII, The numbering designations will allow evaluators to score areas appropriately. Bidders will submit their proposal to:

Katie Martinez  
 Commissioner’s Office  
 Vermont Department of Health  
 108 Cherry Street, PO Box 70  
 Burlington, Vermont 05402-0070

The closing date for the receipt of proposals is 3:00 PM Eastern Time on Wednesday, February 15, 2012.

Bids must be delivered to Katie Martinez at the address 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. There are no exceptions to the closing date conditions.

Delivery Methods:

- U.S. MAIL:** Bidders 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 bids 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 bids must be delivered to Katie Martinez in the Commissioner's Office at VDH; 108 Cherry Street; 3<sup>rd</sup> Floor, Suite 301.
- ELECTRONIC/EMAIL:** Electronic bids will not be accepted.  
(NOTE: **An electronic copy must be e-mailed to** [vdhcoalitiongrant@state.vt.us](mailto:vdhcoalitiongrant@state.vt.us).  
  
An email version is not an alternative or substitute for above).
- FAXED BIDS:** Faxed bids will not be accepted.

**5.7 Proposal Format Requirements**

Proposals must be no longer than 20 single sided pages in Times New Roman type using 12 point font with one inch margins. This excludes staff résumés, the workplans, cost proposal budget pages and references. The format of the coalition's proposal must include, at a minimum, the following chapters, numbered as follows:

**5.8 Response Sections**

**Response Section I: Cover Letter, Vermont Tax Certificate and Insurance Certificate**

This form must be completed and submitted as part of the response for the proposal to be considered valid.

The cover letter must be signed and dated by a person authorized to legally bind the coalition to a contractual relationship, e.g., the President or Executive Director of the

Coalition. If the Coalition is using a fiscal agent, the cover letter must be signed and dated by a person authorized to legally bind the fiscal agent. Along with introductory remarks, the cover letter must include by attachment the following information about the coalition and any proposed subgrantee:

a. Statement identifying which projects the coalition is applying for:

Alcohol & Drug Prevention

Tobacco Control

Nutrition & Physical Activity

Healthy Retailer

b. Name, address, principal place of business, telephone number, and fax number/email address of legal entity or individual with who grant would be written.

c. Name, address, principal place of business, telephone number, and fax number/email address of the coalition if the grant is being written with the fiscal agent as described in b. above.

d. Start and end date of fiscal year for the organization listed in b. above.

e. Legal status of the organization in b. above (sole proprietorship, partnership, corporation, etc.) and the year the entity was organized to do business, as the entity now substantially exists.

f. Physical location of the facility from which the coalition would operate and provide a list of the towns in the area you will serve. If you are serving more than one geographic area, please identify towns in each area.

g. Number of years experience carrying out the activities similar to this grant.

h. 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.

i. Statement showing agreement that coalition's procedures shall be in compliance with all applicable Federal and State laws.

j. Insurance Certificate must be included in Response Section I.

k. IRS W-9 form must be included in Response Section I.

l. Provide statement outlining your acceptance of conditions outlined in the RFP and with the State's grant provisions. See Attachment C and F in Appendix I.

m. Attach Joint Statement of Commitment. See Appendix II.

## **Response Section II: General Background and Qualifications**

Bidder must provide the following information about their organization, coalition or entity in order for VDH to evaluate the bidder's stability and 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. Describe briefly coalition's past history, present status, work as part of a coalition (as defined by CDC), and organizational structure.
2. Describe how the coalition will work with the community and with the Office of Local Health District Office ([http://www.healthvermont.gov/local/district/district\\_office.aspx#find](http://www.healthvermont.gov/local/district/district_office.aspx#find)) to build and maintain capacity to address the identified needs.
3. Describe previous experience and current capacity in community engagement specifically with people of lower socioeconomic status (SES). Describe the coalitions and individual staff experience working with Low SES populations.
  - Describe coalition's experiences in collaborating with other existing community based prevention groups in your region. This includes coordinating and strengthening community prevention efforts include the coalitions/partnerships involved, history working with them, and established communication or management structure between groups. If this is an application from multiple coalitions, specify each coalition's role and all staff responsibilities.

## **Response Section III: Ability and Approach to Implement the Strategies, Activities and Specifications of this Grant**

This section of the proposal will contain the ability and the approach that the coalition will take in implementing the strategies, activities and specifications described in the RFP (Section 2, Scope of Work). Please describe each program area separately, but where appropriate please consider the paragraph below.

Special consideration should be given in the response to combining program strategies when possible. Low SES and populations that experience health disparities often experience multiple challenges with leading healthy lives. Therefore, programs should be integrated to assist individuals in dealing with multiple challenges when incorporating health prevention activities in their lives.

## **Response Section IV: References**

Bidders must provide at least three (3) (non-VDH) references along with the name, title, phone number, and email address of the person who can speak to the bidder's work and experience. The Office of Local Health District Office will be contacted by VDH for an

additional reference.

### **Response Section V: Staffing**

Provide a list of staff members who will work on this grant. Attach key staff resumes and identify those who have experience working with Low SES populations. If staff has not yet been hired, submit a job description for the position; identify who will supervise staff, which will be responsible for submitting required report (s), and attending required meetings and trainings

### **Response Section VI: Cost Proposal**

This section of the proposal should include costs for this project. Using the Proposed Budget and Budget Narrative forms (Appendices III & IV respectively), describe how your coalition will be funding each of the program areas for which you are bidding.

### **Response Section VII: Exceptions**

If the coalition should choose not to address a certain Strategy, Activity, Deliverable or Condition, the coalition's proposal must clearly explain why and what the coalition proposes as an alternative.

## **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.

### **6.1 Minimum Requirements**

Minimum requirements for a proposal to be given consideration are:

- The proposal must have been received by specified date, hour (Eastern Standard Time) and in the number and form of copies specified.
- The proposal must contain the following Response Sections in the following order:
  - Response Section I: Cover Letter and Insurance Certificate
  - Response Section II: General Background and Qualifications
  - Response Section III: Ability to Implement the Activities and Specifications of this grant
  - Response Section IV: References

- Response Section V: Staffing
- Response Section VI: Cost Proposal
- Response Section VII: Exceptions

**6.2 Finalists Presentations**

The State reserves the right to request on-site demonstrations in Burlington, VT, from bidders 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 VDH 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.

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

The grantees will be paid based (quarterly) on completed deliverables set forth in the grant.

Penalties will be a condition of this grant.

The Combined Community Prevention Grants are funded each year through a variety of state and federal sources. Award of a grant and any renewals thereof are contingent upon availability of funds.

The Combined Community Prevention Grant is for one year, July 1, 2012, through June 30, 2013. The grant may be renewed without rebidding for up to two consecutive one year periods.

**6.4 Scoring Information**

The VDH evaluation review team will evaluate proposals based on the criteria listed in Section 6.4. Proposals will be assigned points and scored as follows:

		<u>Total Points</u>
Response Section II:	General Background and Qualifications	10
	Low SES scoring	10
Response Section III:	Ability to Implement the Solution	30
	(Response to Requirements)	
	Low SES Scoring	10
Response Section V:	Staffing	20
	Low SES Scoring	10
Response Section VIII:	Cost Proposal	10

All documents related to this bidding process, including bidders' proposals and the evaluation review team's score sheets, are considered public domain and copies may be requested.

## APPENDIX I

### ATTACHMENT C CUSTOMARY 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 appropriations are insufficient to support this Agreement, the State may cancel on a date agreed to by the parties or upon the expiration or reduction of existing appropriation authority. In the case that this Agreement is funded in whole or in part by federal or other non-State funds, and in the event those funds become unavailable or reduced, the State may suspend or cancel this Agreement immediately, and the State shall have no obligation to fund this Agreement 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. The Party shall notify its insurance company and the State within 10 days of receiving any claim for damages, notice of claims, pre-claims, or service of judgments or claims, for any act or omissions in the performance of this Agreement.

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 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 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 Agreement, the Party shall carry general liability insurance having all major divisions of coverage including, but not limited to:

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

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

\$1,000,000 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 \$\_\_\_\_\_ per occurrence, and \$\_\_\_\_\_ 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, and if this Subrecipient expends \$500,000 or more in federal assistance during its fiscal year, the Subrecipient is required to have a single audit conducted in accordance with the Single Audit Act, except when it elects to have a program specific audit.

The Subrecipient may elect to have a program specific audit if it expends funds under only one federal program and the federal program's laws, regulating or grant agreements do not require a financial statement audit of the Party.

A Subrecipient is exempt if the Party expends less than \$500,000 in total federal assistance in one year.

The Subrecipient will complete the Certification of Audit Requirement annually within 45 days after its fiscal year end. If a single audit is required, the sub-recipient will submit a copy of the audit report to the primary pass-through Party and any other pass-through Party that requests it within 9 months. If a single audit is not required, the Subrecipient will submit the Schedule of Federal Expenditures within 45 days. These forms will be mailed to the Subrecipient by the Department of Finance and Management near the end of its fiscal year. These forms are also available on the Finance & Management Web page at:

<http://finance.vermont.gov/forms>

- 10. Records Available for Audit:** The Party will maintain all books, documents, payroll papers, accounting records and other evidence pertaining to costs incurred under this agreement and make them available at reasonable times during the period of the Agreement and for three years thereafter 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. The State, by any authorized representative, shall have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed under this Agreement.
- 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.

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 his Agreement or any portion thereof to any other Party without the prior written approval of the State. Party also agrees to include in subcontract or subgrant agreements a tax certification in accordance with paragraph 13 above.

Notwithstanding the foregoing, the State agrees that the Party may assign this agreement, including all of the Party's rights and obligations hereunder, to any successor in interest to the Party arising out of the sale of or reorganization of the Party.

**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.

*State of Vermont – Attachment C*  
*Revised AHS – 1-11-11*

**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](http://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.

*Attachment F- Revised AHS- 12/10/10*

**APPENDIX II  
JOINT STATEMENT OF COMMITMENT**

**A minimum of 2 Partner Organization commitments is required. This is an application for (please check all that apply):**

**Healthy Retailer**                       **Alcohol & Drug Abuse Prevention**  
 **Nutrition & Physical Activity**                       **Tobacco**

**Partner Organization:** \_\_\_\_\_

Contact Person: \_\_\_\_\_

Title: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Town: \_\_\_\_\_ State: \_\_\_\_\_ Zip code: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax #: \_\_\_\_\_ Email: \_\_\_\_\_

Brief description of the collaboration between applicant and partner organization for the proposed program area project (s):

\_\_\_\_\_

Name, Title, Signature:

\_\_\_\_\_

**Partner Organization:** \_\_\_\_\_

Contact Person: \_\_\_\_\_

Title: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Town: \_\_\_\_\_ State: \_\_\_\_\_ Zip code: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax #: \_\_\_\_\_ Email: \_\_\_\_\_

Brief description of the collaboration between applicant and partner organization for the proposed program area project (s):

\_\_\_\_\_

Name, Title, Signature:

---

**Partner Organization:** \_\_\_\_\_

Contact Person: \_\_\_\_\_

Title: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Town: \_\_\_\_\_ State: \_\_\_\_\_ Zip code: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax #: \_\_\_\_\_ Email: \_\_\_\_\_

Brief description of the collaboration between applicant and partner organization for the proposed program area project (s):

---

Name, Title, Signature:

---

**Partner Organization:** \_\_\_\_\_

Contact Person: \_\_\_\_\_

Title: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Town: \_\_\_\_\_ State: \_\_\_\_\_ Zip code: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax #: \_\_\_\_\_ Email: \_\_\_\_\_

Brief description of the collaboration between applicant and partner organization for the proposed program area project (s):

---

Name, Title, Signature:

---

**APPENDIX III  
BUDGET FORM**

<b>Applicant Name:</b>					
<b>Initiative (check one):</b>					
<input type="checkbox"/> <b>Healthy Community Design</b> <input type="checkbox"/> <b>Healthy Retailer</b> <input type="checkbox"/> <b>ADAP</b> <input type="checkbox"/> <b>Tobacco</b>					
<b>FTEs</b>	<b>ADAP</b>	<b>Healthy Communit y Design</b>	<b>Healthy Retailer</b>	<b>Tobacco</b>	<b>TOTAL</b>
<b>PERSONNEL</b>					
Program Staff (list individually below)					
<b>Total Payroll</b>					
Benefits					
Consultants					
Other					
<b>Total Personnel</b>					
<b>OPERATING</b>					
Advertising/Marketing					
Professional Liability Insurance					
Telephone					
Travel					
Postage					
Materials/Supplies					
Training Education					
<b>BUILDING</b>					
Insurance					
Rent/Mortgage Payments					
Repair & Maintenance					
Utilities					
<b>Total Operating</b>					
<b>INDIRECT/ADMINISTRATIVE</b>					
Supplies					
Postage					
Printing/Duplicating					
Telephone					
Equipment					
Other(indirect costs/fiscal agent)					
<b>Total Indirect/Administrative</b>					
<b>GRAND TOTAL</b>					

**APPENDIX IV  
BUDGET NARRATIVE FORM**

For each line item in the budget form provide a brief narrative description of how it will be used to support the proposal.

**This is the Budget Narrative for (please check one):**

**Note: if applying for both initiatives, complete one Budget Narrative for each initiative**

**Healthy Community Design**     **Healthy Retailer**     **ADAP**     **Tobacco**

<b>PERSONNEL</b>	<b>(insert total amount)</b>
------------------	------------------------------

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

<b>OPERATING</b>	<b>(insert total amount)</b>
------------------	------------------------------

A. Advertising/Marketing  
Itemize advertising and marketing expense, providing a brief description of the advertising or marketing strategy.

Professional Liability Insurance

B. Telephone

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

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

E. Materials

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

F. Training Education

Provide a description of training needs and expenses.

<b>Building</b>	<b>(insert total amount)</b>
-----------------	------------------------------

G. Insurance

H. Rent/Mortgage Payments

I. Repair & Maintenance

J. Utilities

<b>INDIRECT/ADMINISTRATIVE</b>	<b>(insert total amount)</b>
--------------------------------	------------------------------

K. Supplies

L. Postage

M. Printing/Duplicating

N. Telephone

O. Equipment