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# Vermont Department of Health

## Sealed Bid Request for Proposals

**Project Title:** School-Based Substance Abuse Services

**Eligible Applicants:** Vermont-Based Local Educations Agencies (LEA)

**Grant Period:** July 1, 2019- June 30, 2020

**Date RFP Issued:** Feb. 25, 2019

First written questions due: March 15, 2019

First response to questions: March 22, 2019

Second written questions: March 29,2019

Second response to questions: April 5, 2019

**Applications due:** April 12, 2019, 2019 by 4:00pm EST

**Contact Address:** Vermont Department of Health

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**Please direct questions to:** 

Email questions should include “**SBSA RFP – Question**” in the subject line. Responses to questions will be provided in a timely manner via email and posted on the Vermont Department of Health website **(**[**http://www.healthvermont.gov/alcohol-drugabuse/grantees-contractors/request-proposalsinformation-active**](http://www.healthvermont.gov/alcohol-drugabuse/grantees-contractors/request-proposalsinformation-active)

# Vermont Department of Health

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1. **Overview**
   1. ***Requests for Proposals (RFP)***

The Vermont Department of Health (VDH) is pleased to announce a one year grant opportunity beginning the 2020 academic school year. The Division of Alcohol and Drug Abuse Programs (ADAP) is seeking proposals from eligible Vermont-based Local Educational Agencies (term LEA is used synonymously with supervisory unions and school districts) to implement a comprehensive substance use disorder prevention and early intervention program. An estimated 20 LEA proposals will be awarded. No more than one grant per LEA will be awarded. The selected LEAs will be eligible to receive up to $60,000 per year, for three years (July 1, 2019 through June 30, 2022), contingent upon performance and available funding. A 10% match in funds or in-kind services is required.

* + 1. **Eligibility to Apply for this Grant Opportunity**

Eligible applicants are Local Educational Agencies (LEAs). An LEA, [as defined by the U.S. Department of Education](https://www.ed.gov/race-top/district-competition/definitions), is a public board of education or other public authority legally constituted within a State for either administrative control or direction of, or to perform a service function for, public elementary schools or secondary schools in a city, county, township, school district, or other political subdivision of a State, or for a combination of school districts or counties that is recognized in a State as an administrative agency for its public elementary schools or secondary schools.

LEAs that complete and submit all the requested RFP information by the due date. In addition, all eligible schools in the LEA must have participated in the 2019 [Youth Risk Behavior Survey (YRBS)](http://www.healthvermont.gov/health-statistics-vital-records/population-health-surveys-data/youth-risk-behavior-survey-yrbs).

LEAs that do not meet these criteria, or whose RFP is incomplete or submitted late will not be considered for this grant.

* 1. ***Background***
     1. **Statement of Need**

Any [substance use among students](http://www.healthvermont.gov/sites/default/files/documents/pdf/HSVR_YRBS_SubstanceUseGrades.pdf) is strongly inversely correlated with academic performance.

**Alcohol**

According to the 2017 YRBS, 17% of students in grades 9-12 binge drank at least one time during the past 30 days[[1]](#footnote-1). Among high school students, alcohol use before age 13 has decreased since 2007 (19%) but significantly increased between 2015 (12%) and 2017 (14%). According to the 2017 YRBS, a third of high school students have ever had alcohol; one in seven (14%) drank before age 13. 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[[2]](#footnote-2).

**Marijuana**

According to the 2017 YRBS, during the past 30 days, nearly one in four high school students (24%) used marijuana, a significant increase from 22% in 2015. Current use significantly increases with each grade level with 32% of all 12th grade students used marijuana during the past 30 days. [Marijuana](http://www.healthvermont.gov/sites/default/files/documents/pdf/HSVR_YRBS_DATA_BRIEF_MJ_1.pdf) affects [physical and emotional health](http://www.healthvermont.gov/sites/default/files/documents/2016/12/ADAP_Marijuana_Use_School_Aged_Youth.pdf). In addition, marijuana can [impair the functions](http://www.healthvermont.gov/alcohol-drug-abuse/alcohol-drugs/marijuana) of brain systems that are still maturing through young adulthood that are necessary for academic success, such as short-term memory.

**Prescription Drug Misuse**

In 2017, 5% of high school students misused a prescription during the past 30 days (YRBS). National data shows that [Vermont](http://www.healthvermont.gov/alcohol-drug-abuse/alcohol-drugs/heroin-and-other-drugs) has one of the highest percentages of illegal drug use in the country.

#### School Based Substance Abuse Services

This grant supports the delivery of school-based substance use prevention and early intervention services. A primary goal of this grant is to optimize the coordination of school-based health services and the use of other resources in order to delay the age of first use of substances and to promote abstinence.

Activities that can delay first use of substances are important because research has demonstrated that delaying the age of first use of drugs and alcohol decreases the likelihood of developing dependence by 4-5% with each year onset is delayed[[3]](#footnote-3). In addition, the earlier substance use is identified and addressed, the greater the likelihood of reducing alcohol and drug related problems now and later in life and increasing success in school. [Youth](https://pubs.niaaa.nih.gov/publications/UnderageDrinking/Underage_Fact.pdf) who begin drinking before age 15 are four times more likely to develop alcohol dependence than those who begin drinking at 21. These grant services are generally offered to students in grades 6-12, however some LEAs provide these grant services to grades K-5 as well.

#### Desired outcomes

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

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

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

* Perceived risk of alcohol use
* Perceived risk of marijuana use
* [School connectedness](https://www.cdc.gov/healthyyouth/protective/pdf/connectedness_administrators.pdf) (students feel supported and a sense of belonging at school)

School capacity to carry out comprehensive substance use prevention will also be monitored via the [School Health Profiles](http://healthvermont.gov/research/index.aspx#shp) Survey.

#### Funded Services

All LEAs receiving these funds will be expected to:

1. Provide screening and referral to additional services as appropriate in all schools that receive these grant funds. The allowed screening tools under this grant are the CRAFFT and GAIN Short Screener.
2. Work within the whole health approach, [Whole School, Whole Community,](http://www.cdc.gov/healthyyouth/wscc/) [Whole Child (WSCC)](http://www.cdc.gov/healthyyouth/wscc/) framework.
3. Provide parent information on substance misuse prevention including promotion of the Vermont Department of Health’s website, [ParentUpVT.org](https://parentupvt.org/).

In addition to the Required Activities, LEAs can choose up to 3 Additional Activities from a menu of prevention and early intervention activities that will enhance the school’s [comprehensive approach to substance misuse prevention](http://healthvermont.gov/adap/prevention/documents/ComprehensiveATODpreventionVTschools2015.pdf) (Appendix II). A successful application will make a strong connection between the LEAs’ needs based on YRBS data and other sources and their selected Additional Activities.

* + - * **Screening and referral to substance use disorder and mental health services.** Early identification of substance use issues has been shown to improve treatment and recovery efficacy and significantly enhance overall prevention outcomes[[4]](#footnote-4). Broad, preventive screening using evidence-based screening tools (CRAFFT and GAIN Short Screener) and referral of positive screens to appropriate services are essential components of a comprehensive school-based substance use disorder prevention program.
      * **Support of Whole School, Whole Community, Whole Child (WSCC) framework.**

Substance use among youth is influenced at the individual, peer, family, school, community, and societal levels. School communities increase the likelihood of [positive outcomes](https://www.cdc.gov/healthyyouth/protective/pdf/connectedness_teachers.pdf) when multiple levels of influence are addressed using evidence-based prevention programs and practices. A safe and healthy school environment that supports student connection to school (e.g. [Restorative Practices](https://education.vermont.gov/sites/aoe/files/documents/edu-integrated-educational-frameworks-whole-school-restorative-approach-resource-guide_0.pdf)) promotes healthy relationships, academic success and buffers against negative effect of unhealthy risk behaviors, such as early alcohol and drug use. To promote a safe and healthy school environment, substance use prevention and early intervention work best when they are robust and integrated into the school’s whole approach [(e.g. Whole School, Whole Community, Whole Child Model](https://education.vermont.gov/sites/aoe/files/documents/edu-healthy-safe-schools-whole-school-whole-community-whole-child.pdf)).

In 2014, the Centers for Disease Control (CDC) and Association for Supervision and Curriculum Development (ASCD) collaborated to create the *Whole School, Whole Community, Whole Child (WSCC)* model. This enhanced model builds upon aspects of the CDC’s Coordinated School Health (CSH) model and the *Whole Child* framework from the ASCD. The WSCC model:

* Expands upon the 8 domains of the CSH model, into 10 domains
* Combines the CSH model with the ASCD’s Whole Child framework
* Demonstrates integration of health and education to improve academic achievement
* Promotes increased alignment, integration, and collaboration between health and education in order to achieve improved cognitive, physical, social, and emotional development

Both the Vermont Department of Health (VDH) and Agency of Education (AOE) support the use of the WSCC model by their school and community partners to improve population health and academic achievement outcomes. The VDH and AOE believe the WSCC model can be effectively used to achieve goals outlined in school continuous improvement plans and school wellness policies and integrated into a multi-tiered system of supports (MTSS). Please see Appendices III and IV for more information on the WSCC model.

* **Delivery of parent information and educational programs on substance use disorder prevention**. Family involvement has been shown to be one of the most effective ways to prevent substance use disorders among [youth](https://www.parentupvt.org/whos-at-risk/statistics/). Effective involvement includes families directly addressing substance use with their child, changing their own substance use patterns and attitudes, and being actively involved in their child’s academic and school life. Parent information and education around youth substance use can take several forms. This grant supports both informal parent information and formal evidence-based and/or promising parent educational programs. Examples of informal parent information are dissemination of [ParentUP](https://www.parentupvt.org/whos-at-risk/statistics/) and other parent focused substance use prevention information, YRBS dialogue nights, parent nights, and parent education series. For LEAs opting to implement formal parent education, this grant requires that evidence-based or promising programs are used.
  + - * **Support of classroom health curricula.** Comprehensive, classroom- based health education curricula, taught by a [licensed elementary](http://education.vermont.gov/documents/EDU-Health_Education_Guidance_Document_Elementary-2014.pdf) educator, or [middle and high school health educator](http://education.vermont.gov/documents/EDU-Health_Education_Guidance_Document_Middle_and_High_School-2014.pdf) ([EQS, 2121.2](http://education.vermont.gov/documents/EDU-FinalEQS_AsAdopted.pdf)), should focus on skill development for prevention of the use of harmful substances. Comprehensive K-12 health education must be based on the [National Health Education Standards](http://education.vermont.gov/health-education/resources), adopted by the Vermont State Board of Education. Curricula should also be aligned with the [CDC’s Characteristics of Effective Health Education Curriculum](http://www.cdc.gov/healthyschools/sher/characteristics/index.htm). [16 V.S.A. § 131](http://legislature.vermont.gov/statutes/section/16/001/00131) defines "comprehensive health education" as a systematic and extensive elementary and secondary educational program designed to provide a variety of learning experiences based upon knowledge of the human organism as it functions within its environment. The selected manualized curricula for health education must be evidence-based for alcohol and/or other drug outcomes and delivered with full fidelity.
      * **Advising and training of peer leadership groups**. Peer leadership programs provide opportunities for students to develop, refine, and

practice leadership skills and enable students to experience their power to effect change by exercising leadership in their environment through

formal and informal interventions. For example, students can provide valuable leadership when involved in planning for improvements to school wellness, school climate and conflict resolution. Components of successful leadership groups include: clearly defined goals and objectives; area of focus; broad support from school community; consistent, committed adult leadership; integrated educational process; student-led activities; opportunities for reflection and ongoing evaluation of efforts. [*Getting to Y*](http://www.upforlearning.com/index.php/initiatives/getting-to-y), and [Above the Influence](http://abovetheinfluence.com/) are two examples of successful peer leadership programs.

* **Delivery of teacher and support staff training on substance use disorder prevention.** Providing teachers and other school staff with current information on alcohol and other drugs, signs and symptoms of use, and substance use problem identification and referral protocols, and strategies for improving school climate and supporting positive youth development is an important part of a comprehensive school- based substance use disorder prevention plan. A safe and healthy school environment that supports student connection to school (e.g. [Restorative Practices](https://education.vermont.gov/sites/aoe/files/documents/edu-integrated-educational-frameworks-whole-school-restorative-approach-resource-guide_0.pdf)) promotes healthy relationships, academic success and buffers against negative effect of unhealthy risk behaviors, such as early alcohol and drug use. All teachers and staff have a role in promoting this positive environment and supporting youth.
* **Delivery of educational support groups.** Educational support groups are organized topically to meet the needs of students. There are many different types of support groups and each is organized to help students cope with specific issues, such as: grief and loss, stress management, abstinence from alcohol and other drugs, family members struggling with addiction and youth substance use recovery support groups. Educational support groups should follow a curriculum with established goals and objectives and focus on building protective factors and social-emotional skills.

# Scope of Work

* 1. ***Required Activities (There are 3 required activities under this grant)***
     1. **Screening and Referral Services**

All schools within an LEA that receive these grant funds are expected to deliver screening and referral to appropriate services, which may include substance use disorder and mental health services. Grantees must use either the CRAFFT or the GAIN Short Screener screening tools. ADAP will provide training on the use of these screeners, and intervention and referral to services (SBIRT) in Fall 2019. All school staff who will be screening students using the CRAFFT and GAIN Short Screener within a grantee LEA need to be trained in the CRAFFT and GAIN Short Screener. In addition, all grantees will need to send at least one representative to the in-person day long SBIRT training (provided Fall, 2019) and disseminate the information to all staff in their LEA who will be screening and referring students. Individuals delivering these prevention and early intervention services do not provide substance use disorder treatment in the schools. Their roles are strictly prevention and early intervention. They will refer students for additional services. They may provide support during and after the student has completed services.

Screening of students for possible substance use can be done “selectively” by screening students who have violated a school substance use policy and/or students whose behaviors and/or academics suggest a possible problem with substance use. Screening can also be done “universally” by systematically screening all students in a school or grade level within a school. Advantages to universal screening include the potential to proactively identify more students who may need services and provide positive feedback, encouragement and prevention messaging to students who are not using.

LEAs receiving these funds will be required to establish and/or follow an established protocol for selecting students to be screened for substance use. At a minimum this protocol will identify youth for screening who have violated a school substance use policy and youth whose behaviors, academics, and social changes suggest substance use may be having an impact. This necessitates that all school staff are trained to refer appropriately for screening in order to have the greatest preventive impact.

LEAs receiving these funds will be required to train and distribute their substance use problem identification and protocol all to school staff and train staff to refer appropriately for screening. All LEAs will also be required to ensure that all staff are trained on the LEA’s student alcohol and other drug (AOD) policy.

Successful applications will describe plans for screening and referring youth within participating schools. Plans should include a description of:

* The process for identifying youth for screening
* The process for referring youth who screen positive to appropriate services in consultation with school and community partners and, local treatment providers to ensure successful referral to services.
* The process for following up with youth during and after receiving services.
* Protocol for training school staff on the screening and referral process and how to refer appropriately for screening.

Additional funding is available for a small number of LEAs that are interested in developing procedures and implementing universal substance use disorder screening for youth within one or more grade levels in one or more schools. Please provide additional information and budget if your LEA would like to participate in this pilot.

Universal screening pilot program

* LEAs may be awarded additional resources per grant year to implement a universal screening pilot)
  + - Grantee will screen all youth within one or more grade levels within one or more schools in their LEA.
    - LEA will develop a protocol for universal screening and train staff in the first year and implement universal screening in the second year of the grant.
    - Pilot grantees are required to use a portion of the provided additional resources to engage a youth SBIRT consultant to support the protocol development (year 1) and screening implementation (year 2).
    - Universal Screening Reporting
      * Year 1: Pilot grantees will be required to submit their universal screening protocol, and a narrative of successes and challenges to planning implementation of universal screening.
      * Year 2: Pilot grantees will be required to report on numbers of youth screened, numbers of youth whose parents opted their youth out of universal screening, and total number of youth within the grade levels and schools that participate in the universal screening pilot. Pilot grantees will be asked to submit a narrative of successes and challenges to implementing universal screening.
    1. **Whole School, Whole Community, Whole Child (WSCC) framework**

All LEAs receiving these grant funds are expected to have a WSCC team that meets at least twice during the academic year to advance the WSCC framework within their LEA. Membership should include representatives for each of the 10 components of the WSCC framework, listed below.

Successful applications will describe the WSCC team including recently accomplished work and future planned work of the team as the work relates to each of the WSCC components. Please see Appendix III for a description of the WSCC components.

**10 WSCC components:**

**Health Education**

**Nutrition Environment and Services**

**Employee Wellness**

**Social and Emotional School Climate**

**Physical Environment**

**Health Services**

**Counseling, Psychological, and Social Services**

**Community Involvement**

**Family Engagement**

**Physical Education and Physical Activity**

In addition, successful applications will address the following:

* 1. WSCC membership ensure all ten components of the WSCC model are represented.
  2. The sustainability of the team structure will be independent of current or future individual participants.
  3. The work of the team will be captured to preserve institutional knowledge as participants and activities change over time.
  4. The leadership at the LEA (and individual school) level will be engaged with the team in order to both support the team, and communicate with the school board(s) and the community.
  5. The work and accomplishments of the team will be shared with the LEA’s community in order to improve communication and generate support for the team’s work.
  6. The team will strengthen relationships with the Health Department (including Offices of Local Health serving the participating LEAs) and Agency of Education, as well as other local or statewide community partners.
  7. The work of the team will be prioritized using LEA or school level data, and through the use of assessment tools when possible.
  8. The team will develop [SMART objectives](http://www.cdc.gov/phcommunities/resourcekit/evaluate/smart_objectives.html) or performance measures for proposed goals and activities in order to evaluate impact or outcomes.

#### Delivery of parent information on substance use prevention.

All LEAs will promote the Health Department’s website, ParentUpVT.org, which includes many resources for parents and interactive tools that take into account differing parenting styles.

The LEA may decide to provide additional parent information on substance use disorder and prevention beyond the required promotion of ParentUp resources. This may include YRBS dialogue nights, parent nights, and parent education series, and inclusion of substance use prevention information and resources on the school website and in mailings and/or newsletters.

* 1. ***Additional Activities (Applicants can choose up to 3 of the 5 Additional Activities)***

***These Additional Activities can be performed in multiple schools in your LEA. We have listed detailed expectations beneath each activity and will be assessing your grant application based on your plan to meet these expectations. These activities are expected to be performed with full fidelity when evidence-based practices or curricula are selected.***

***Implementing a program with fidelity means implementing it the way it was implemented in the research that provided evidence of effectiveness for that program with the population for which it was intended.***

#### Delivery of parent educational programs on substance use prevention.

The LEA may decide to implement an evidence-based or promising parent program on substance use prevention. To maximize program effectiveness, parent educational programs administered under this grant need to be implemented in their entirety and with full fidelity.

A successful application will describe the selected parent educational program and rational for how the program will contribute to comprehensive substance use disorder prevention programing in your schools. Include in your application narrative the plan and timeline for delivering the program and assessing the impact of the program.

* + 1. **Support of classroom evidence-based substance use prevention health curricula. You may choose to implement more than one health curriculum within your SU and administer the curriculum in multiple schools. Please assure that the chosen curricula are age appropriate for the target audience.**

The LEA may decide to implement a classroom evidence-based or promising health curricula. [This](http://www.californiahealthykids.org/sciencebased) activity supports the implementation of evidence based or promising health curricula with a substance use prevention component that have been empirically demonstrated to reduce health-risk behaviors or increase health-promoting behaviors. To maximize program effectiveness, curricula administered under this grant need to be implemented in their entirety and with full fidelity. LEAs will ensure that the curriculum is taught by a licensed elementary health education or middle and high school health educator.

All educators delivering the selected curriculum(a) will be expected to have been fully trained in the curriculum(a).

A successful application will provide us with a description of the health curriculum(a) and rational for how the curriculum(a) will contribute to comprehensive substance use disorder prevention programing in your schools. Include in your application narrative the plan and timeline for delivering, monitoring fidelity, and assessing the impact of the curriculum(a).

#### Advising and training of peer leadership groups

The LEA may decide to implement a peer leadership program using a model that has a focus on health promotion and the prevention of substance use. The LEA will identify a peer leadership program that provides opportunities for students to develop, refine, and practice leadership skills. An adult advisor should be identified, goals and objectives clearly defined, and meeting schedule should be set.

A successful application will describe the group and rational for how the group will contribute to comprehensive substance use disorder prevention programing in your schools, and plan and timeline for running the group and assessing the impact of the group. In your description, please address these components of successful peer leadership programs.

#### Delivery of teacher and support staff training

The LEA may decide to provide teacher and support staff training on current information on alcohol and other drugs, signs and symptoms of use, and substance use problem identification and referral protocols, and strategies for improving school climate and supporting positive youth development. A successful application will include the plan and timeline for assessing staff training needs, and selecting topics, delivering, and assessing the impact of the training(s). Selected topics should contribute to comprehensive substance use disorder prevention programming in your schools.

#### Delivery of educational support groups

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

* 1. **Additional Requirements**
     1. Grant coordinator and funded staff must participate 2 trainings during the grant period. 1) Orientation to the grant (reporting, data report forms and other requirements) and 2) Screening, Brief Intervention and Referral to Treatment (SBIRT). Both will occur in Fall 2019.
     2. Grantees are expected to promote ParentUpVT.org and other alcohol and drug prevention campaigns that may be distributed during the grant period.
     3. Grantees are expected to collaborate with community-based health promotion and substance use prevention resources in the region including the VDH District Office, community coalitions engaged in substance use prevention and health promotion. In addition, LEAs will build partnerships with the local treatment provider network. Relationships and referral agreements with substance use disorder treatment providers are essential for streamlined continuity of care. Providers are knowledgeable about substance use disorder treatment and prevention programs and resources.
     4. All individuals delivering these prevention and early intervention services are required to adhere to:
        + 42 CFR Part 2, Confidentiality of Records. (<http://www.ecfr.gov/cgi-bin/text-idx?SID=475325a89f0362ee73b4ae450afdf0d2&node=42:1.0.1.1.2&rgn=div5>)
        + 45 CFR, Part 96, Subpart L – Substance Abuse Prevention and Treatment Block Grant [http://www.ecfr.gov/cgi-bin/text- idx?SID=475325a89f0362ee73b4ae450afdf0d2&node=42:1.0.1.1.2&rgn=div5](http://www.ecfr.gov/cgi-bin/text-idx?SID=475325a89f0362ee73b4ae450afdf0d2&amp;node=42%3A1.0.1.1.2&amp;rgn=div5))
        + 45 CFR Part 164, HIPAA Privacy Regulations. <http://www.ecfr.gov/cgi-bin/retrieveECFR?gp=&SID=bd8c5750acd0661e1de17c1161bcd325&mc=true&r=PART&n=pt45.1.164>

# General Provisions

* 1. ***Grant Terms***

The selected grantee will enter into a grant agreement with the VDH to carry out the specifications and provide the activities detailed in the executed grant award document. Terms and conditions from this RFP and grantee’s response will become part of the grant. This grant will be subject to review throughout its entire term. The VDH will consider cancellation upon discovery that a grantee is in violation of any portion of the agreement, including an inability by the grantee to provide the products, support and/or service offered in their response. The State standard cancellation clause is, “This Grant Agreement may be suspended or cancelled by either party by giving written notice at least 30 days in advance.”

* 1. ***Grant Award***

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

* 1. ***Ownership of Work Product and Intellectual Capital***

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.

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

If Grantee 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.

Grantee 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.

* 1. ***Penalties and/or Retainage***

The VDH will enforce penalties if the grantee fails to meet the performance measures as defined in [Section 3.7](#_bookmark15), Grantee Performance Guidance.

* 1. ***Subgrantees***

See Attachment C, Standard State Provisions, Section 19 for sub-agreements.

* 1. ***Invoicing***

All invoices are to be submitted by the Grantee using the invoice templates provided by VDH/ADAP. The invoice must be signed and sent to VDH/ADAP via email

* 1. ***Grantee Performance Guidance***

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

Results Based Accountability (RBA) is considered a “common sense-based” approach to performance measurement that includes quantity (how much?) and quality (how well?) Performance Indicators, as well as Desired Outcomes (Are Vermonters better off?) as goals that incorporate this agreement’s Required Services/Activities into the larger continuum of substance abuse services. Grant performance and payment will be measured and evaluated solely by the Performance Indicator section listed below.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Performance Indicators** | | | | |
| Quantity Indicator  (How much?) | Means of Performance Verification |  | Quality Indicator (How well?) | Means of Performance Verification |
| Completion of the **2020 School Health Profiles** (Principal and Lead Health Teacher) by ALL eligible schools in the LEA | VDH Survey Compliance List |  | 90% of students who screen positive for possible substance use disorder are referred for an assessment | Survey Gizmo |
| Completion of the **2021 Youth Risk Behavior Survey** by ALL eligible schools in the LEA | VDH Survey Compliance List |  |

|  |  |
| --- | --- |
| **Statewide Desired Outcomes (Are Vermonters better off?)** | |
| Outcome | Means of Outcome Verification |
| Decrease % of youth who binge drink | Youth Risk Behavior Survey (YRBS) |
| Decrease % of youth who used marijuana in the past 30 days | National Survey on Drug Use and Health (NSDUH) |
| Reduce % of people who need and do not receive treatment for alcohol use | National Survey on Drug Use and Health (NSDUH) |

|  |  |  |
| --- | --- | --- |
| Outcomes | Activities | Verification/Deliverables |
| 1. Screening and referral services are provided | 1. **Screening Protocol:** Develop or update protocol for identifying and referring youth for screening. Train school staff in **Screening Protocol**. 2. **Referral Protocol:** Develop or update protocol for referral out to school and community services in consultation with the service providers to ensure successful referral to services | 1. Submit **Screening Protocol** with first period report (due 01/15/20).      1. Submit **Plan** for training school staff in **Screening Protocol** with first period report (due 01/15/20) 2. Submit **Referral Protocol** with first period report (due 1/15/20). |
| 1. WSCC Team meets 4 times per academic year 2. WSCC includes membership with representation for all 10 WSCC components | 1. WSCC Team will hold meetings 2. WSCC Team will choose areas of focus based on the 10 WSCC components and describe advancements within at least one area of focus during the academic year | 1. Provide **WSCC membership list** that demonstrates representation for all 10 WSCC components by first reporting period (due 01/15/20) 2. Provide **description of work** on one or more WSCC components by first reporting period (due 1/15/20) |
| 1. Center for Disease Control and Prevention (CDC) 2020 School Health Profiles   There will be $1,000 penalty for not participating | All principals and lead health educators of middle and high schools within grantee’s region will complete the CDC School Health Profiles by April 1, 2021 | VDH School Health Profile Compliance list. |
| 1. Center for Disease Control and Prevention (CDC) 2021 Youth Risk Behavior Survey. There will be $1,000 penalty for not participating | All eligible schools in grantee’s region participate in the Youth Risk Behavior Survey by April 1, 2021 | VDH School Health Profile Compliance list. |

Performance Measures:

1. Grant period will be July 1, 2019 through June 30, 2020, with option to renew for two consecutive one year periods. The option to renew will be based upon acceptable performance of the grantee during the FY 2020 funding period and availability of funding in FY 2021 and 2022.
   1. ***Grantee Staffing***

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

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

* 1. ***Key Grantee Responsibilities***

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

* + 1. The Grantee will successfully implement the plan to accomplish the tasks described and defined in the Scope of Work.
    2. The Grantee must abide by all State policies, standards and protocols as provided, and defined in this grant. Before commencing work on this Agreement the Grantee must provide certificates of insurance to show that the following minimum coverage is in effect. It is the responsibility of the Grantee to maintain current certificates of insurance on file with the state through the term of the Agreement. **No warranty is made that the coverage and limits listed herein are adequate to cover and protect the interests of the Grantee for the Grantee’s operations. These are solely minimums that have been established to protect the interests of the State.**

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

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

Premises - Operations

Products and Completed Operations Personal Injury Liability

Contractual Liability

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

$1,000,000 Per Occurrence

$1,000,000 General Aggregate

$1,000,000 Products/Completed Operations Aggregate

$ 50,000 Fire/ Legal/Liability

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

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

$1,000,000 combined single limit.

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

* + 1. The Grantee must abide by all Federal Regulations, if applicable, to this grant.

* 1. Confidentiality:
  2. Grantee must comply with 42 CFR Part 2, Confidentiality of Records. (<http://www.ecfr.gov/cgi-bin/text-idx?SID=475325a89f0362ee73b4ae450afdf0d2&node=42:1.0.1.1.2&rgn=div5>)
  3. Grantee must comply with 45 CFR Part 164, HIPAA Privacy Regulations.  
     (<http://www.ecfr.gov/cgi-bin/text-idx?SID=ff1a40bdd1712ad43f611a1e5618429b&node=45:1.0.1.3.78&rgn=div5>)
  4. General Program Assurances:

The Vermont Department of Health is required to comply with 45 CFR, Part 96, Subpart L – Substance Abuse Prevention Treatment Block Grant relative to primary prevention. (<http://www.ecfr.gov/cgi-bin/text-idx?SID=75dbc359d207da390bc68bb25a8f431c&node=45:1.0.1.1.53&rgn=div5#45:1.0.1.1.53.12>. The strategies supported through this grant, for which grantee is responsible, in part, support the comprehensive approach as required in 45 CFR, Part 96,Subpart L.

# 4. Management Structure and General Information

* 1. ***Project Management***

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

* 1. ***Status Reports***

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

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

# 5. Proposal Requirements

* 1. ***Proposal Guidelines***

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

* 1. ***Single Point of Contact***

Email to [ahs.vdhadapcontracts@vermont.gov](mailto:AHS.VDHADAPCONTRACTS@VERMONT.GOV) is the sole contact for this proposal. All communications concerning this RFP are to be addressed in writing. Attempts by applicants to contact any other Grantee could result in the rejection of their proposal as determined by the VDH.

* 1. ***Question and Answer Period***

Any applicant requiring clarification of any section of this proposal or wishing to submit questions may do so according to the [**5.5 Timetable**](#_bookmark26) schedule listed in this section. Questions may be e-mailed to the [AHS.VDHADAPContracts@vermont.gov.](mailto:AHS.VDHADAPContracts@vermont.gov) Any clarification or questions submitted following the last day of the question period to the RFP will not be responded to.

At the close of the question period a copy of all questions or comments and the State's responses will be posted on the VDH’s web site: <http://www.healthvermont.gov/adap/adap.aspx>

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

* 1. ***Bidders Conference Call***

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

* 1. ***Timetable***

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

|  |  |
| --- | --- |
| **RFP published** | **February 25, 2019** |
| **First written questions due** | **March 15, 2019** |
| **First response to questions** | **March 22, 2019** |
| **Second written questions due** | **March 29 2019** |
| **Second response to questions** | **April 5, 2019** |
| **Proposal due (see Section 5.6 for detailed instructions on proposal format and submission instructions)** | **April 12, 2019 by 4:00pm EST** |

|  |  |
| --- | --- |
| **Anticipated Notification** | **May 10, 2019** |
| **Anticipated Start Work Date** | **July 1, 2019** |

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.

* 1. ***Proposal Submission***

Applicants must submit one electronic copy of the proposal with a signed cover letter.

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

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

The proposal must be organized in the order described below. Use the numbering designations outlined in [Section 5.8](#_bookmark29) (Response Sections I, II, III, IV, and V). The numbering designations will allow evaluators to score areas appropriately. Failure to use number designations may result in scores of zero as reviewers may be unable to find answers that correspond to numbered specifications/requirements.

Bidders will submit their proposal to: [AHS.VDHADAPContracts@vermont.gov](mailto:AHS.VDHADAPContracts@vermont.gov)

Subject Line must read: **FY 20 SBSA Proposal**

The closing date for the receipt of proposals is Friday, April 12, 2019 by 4:00pm Eastern Time.

* 1. ***Proposal Format***

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

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

* 1. ***Response Sections***

**Response Section I:  General Background and Readiness (45 points)**

(15 Points)

1. The following indicators of need for your LEA are already available to VDH and the applicant does not need to provide them.
   * Percentage of students reporting use of alcohol and marijuana in past 30 days (VT YRBS)
   * Percentage of students on the Free and Reduced Meal Program
   * Total enrollment of students in the LEA

Statement of Need (15 Points)

Please list any factors we should consider when reviewing your request. If there is information about the need within your LEA not listed in the bullets above that you want the reviewers to know, please discuss it in this section. This is your opportunity to discuss the reason we should fund substance use prevention and early intervention in your LEA. How will these resources contribute to comprehensive substance use disorder prevention programing within the schools in your LEA?

Statement of Readiness (Points 15)

1. Please describe your LEA’s infrastructure dedicated to school health and wellness.
2. Please describe how the schools in your School-Based Substance Abuse Services (SBSAS) grant plan will coordinate and collaborate with other wellness staff (School-Based Clinicians, school nurses, health educators, etc.) in the schools to accomplish the activities of this grant.
3. Please describe how the schools in your SBSAS grant plan will coordinate and collaborate with community partners to support youth and their families (including but not limited to community mental health and substance use disorder providers)?

#### Response Section II: Ability and Approach to Implement the Activities of this Grant (35 Points)

Justification (20 Points)

In narrative format, describe the plan for implementing the Required Activities and the up to 3 Additional Activities as described in the Scope of Work.

Implementation Plan (15 Points)

Applicant must complete the attached Implementation Plan template (see Appendix V). The Implementation Plan template outlines the program expectations for each SBSAS Activity. Please only keep the rows for each of the three activities you pick. If your LEA is awarded this grant, we will rely on this Plan in part to determine if work is on track during the funding period. Please provide as much detail as needed for reviewers to understand the scope of work proposed. In particular, the “Tasks” column should include specific action steps that will be completed each period of FY20 in order to implement the activity proposed. If implementing an evidence-based or promising curriculum, be sure to include the steps you will take to assure fidelity to the program.

Universal Screening Pilot (optional, 20 Points)

Please respond to the section only if your LEA wants to participate in the optional Universal Screening Pilot.

Describe plan for:

* + - Screening youth within one or more grade levels within one or more schools in their LEA.
    - Developing a protocol for universal screening and training staff in the first year (FY20).
    - Engaging a youth SBIRT consultant to support the protocol development (year 1) and screening implementation (year 2).

Please include a description of the team that will form to plan for and implement this pilot. Include each member’s role in the LEA and the skills they bring to this project. Describe readiness within your LEA to adopt universal screening.

Include in the budget template the additional resources that your LEA will need to implement this pilot.

#### Response Section III: Staffing (10 Points)

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

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

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

#### Response Section IV: Budget (10 Points)

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

# 6. Proposal Evaluation

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

***6.1 Minimum Requirements***

Minimum requirements for a proposal to be given consideration are:

* + - The proposal must have been received by Friday, April 12th, 2019, 2019 by 4:00pm (Eastern Standard Time) and in the number and form of copies specified.
    - The proposal must contain the following items in the following order:

Summary Survey

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

***6.2 Finalists Presentations***

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

***6.3 Method of Award***

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

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

Any grant negotiated must undergo review and signature according to statute and policy. The Grantee will be paid tri-annually for completed deliverables set forth in the grant.

Penalties will be a condition of this grant. See [Section 3.7](#_bookmark15).

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

The grant for School-Based Substance Abuse Services is for one year: 7/1/19 through 6/30/20.

***6.4 Scoring Information***

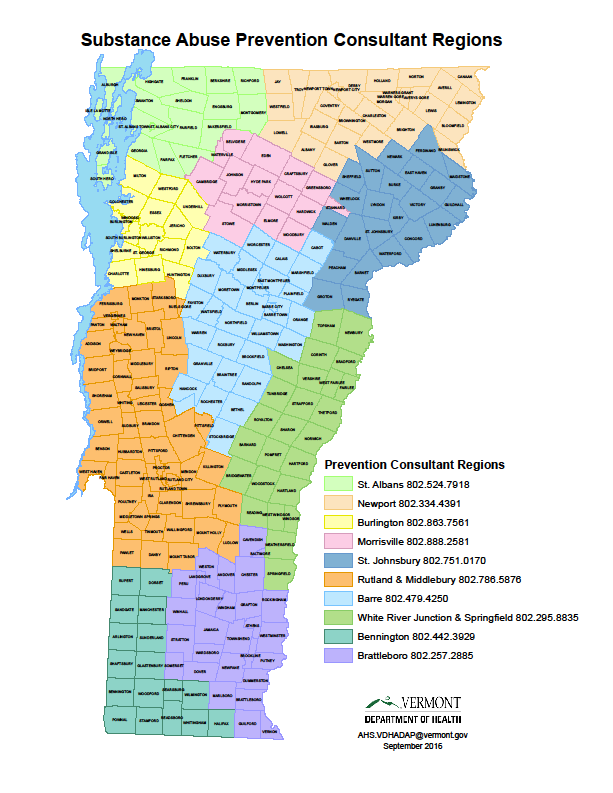
The VDH evaluation review team will evaluate proposals based on the criteria listed in Section 6. Proposals will be assigned points and scored as follows:

|  |  |
| --- | --- |
| **Total Points Available** | **Criteria (for more detail, please refer to Response Sections l- IV above)** |
| **Total 45 Points** | **Response Section I: General Background and Readiness** |
| 15 | Need (provided by VDH) |
| * Need based on YRBS (we have these data by SU) |
| * Percentage of students enrolled in the Free & Reduced Meal Program |
| * Student enrollment |
| 15 | Statement of Need |
| 15 | Statement of Readiness |
| **Total 35 Points (Plus Optional 20)** | **Response Section II: Ability and Approach to Implement the Activities of this Grant** |
| 20 | Approach to Implementing Activities: Justification |
| 15 | Approach to Implementing Activities: Implementation Plan |
| 20 (Optional) | Universal Screening Pilot |
| **Total 10 Points** | **Response Section III: Staffing** |
| **Total 10 Points** | **Response Section IV: Budget** |
|  |
| **100**  **(120 with Optional Screening Pilot)** | **TOTAL POINTS** |

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**APPENDIX I: Offices of Local Health - School Liaisons and** [**ADAP Prevention Consultants**](http://www.healthvermont.gov/sites/default/files/documents/pdf/ADAP_PC_Regional_Map_Contacts_2019_01_08.pdf)

**Offices of Local Health:** [**http://www.healthvermont.gov/local**](http://www.healthvermont.gov/local)



**APPENDIX II: Comprehensive, School Based ATOD Prevention**

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

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

#### Safe and Healthy School Environment

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

#### Health and Early Intervention Services

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

#### School Policy

[16 VSA §1165,](http://legislature.vermont.gov/statutes/section/16/025/01165) concerning school policy, requires each school district to adopt policies for the education, discipline and referral for rehabilitation of students who are involved with alcohol or drug use on school property or at school functions. Included in these policies are recommended procedures for education; referral for treatment, counseling and rehabilitation; and standards consistent with due process of law for discipline, suspension or dismissal of students.

School policies should be regularly communicated to staff, parents and students.

#### Parent Outreach and Community Engagement

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

#### Classroom-based Health Education

Comprehensive, classroom-based health education curriculum, taught by a licensed [elementary](http://education.vermont.gov/documents/EDU-Health_Education_Guidance_Document_Elementary-2014.pdf) health educator, or [middle and high school](http://education.vermont.gov/documents/EDU-Health_Education_Guidance_Document_Middle_and_High_School-2014.pdf) health educator ([EQS, 2121.2](http://education.vermont.gov/documents/EDU-FinalEQS_AsAdopted.pdf)), should focus on skill development for preventing the use of harmful substances. This approach may address all forms of drug use, including the underage use of legal drugs; the use of illegal drugs, and the inappropriate use of legally obtained substances (i.e. inhalants, prescription medications, or over the counter drugs).

Comprehensive K-12 health education must be based on the [National Health Education Standards,](http://education.vermont.gov/health-education/resources) adopted by the Vermont State Board of Education. Curricula should also be aligned with the [CDC’s Characteristics of Effective Health](http://www.cdc.gov/healthyschools/sher/characteristics/index.htm) [Education Curriculum.](http://www.cdc.gov/healthyschools/sher/characteristics/index.htm) [16 V.S.A. § 131](http://legislature.vermont.gov/statutes/section/16/001/00131) defines "comprehensive health education" as a systematic and extensive elementary and secondary educational program designed to provide a variety of learning experiences based upon knowledge of the human organism as it functions within its environment. The term includes the study of eleven content areas including “(9) Drugs including education about alcohol, caffeine, nicotine and prescribed drugs.”

For more information, visit: [education.vermont.gov](http://education.vermont.gov/) or [healthvermont.gov.](http://healthvermont.gov/)

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### APPENDIX III: Components of WSCC

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

(<http://www.cdc.gov/healthyyouth/wscc/components.htm#PhysicalEducationandPhysicalActivity>, Retrieved 2/15/19)

#### Health Education

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

#### Nutrition Environment and Services

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

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

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

#### Employee Wellness

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

#### Social and Emotional School Climate

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

#### Physical Environment

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

#### Health Services

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

#### Counseling, Psychological, and Social Services

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

#### Community Involvement

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

#### Family Engagement

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

#### Physical Education and Physical Activity

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

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### APPENDIX IV: Resources

**Vermont Department of Health** [Regional Prevention Consultant Network](http://healthvermont.gov/adap/prevention/staff.aspx) [Offices of Local Health](http://healthvermont.gov/local/district/district_office.aspx)

[Comprehensive School-Based Alcohol, Tobacco and Other Drug Prevention](http://healthvermont.gov/adap/prevention/documents/ComprehensiveATODpreventionVTschools2015.pdf) [Vermont School Wellness Policy Guidelines - 2015](http://healthvermont.gov/local/school/documents/school_wellness_policy_guidelines.pdf)

[Youth Risk Behavior Survey](http://healthvermont.gov/research/yrbs.aspx) [School Health Profiles](http://healthvermont.gov/research/index.aspx#shp)

**Agency of Education**

[Whole School, Whole Community, Whole Child](http://education.vermont.gov/documents/edu-whole-school-whole-community-whole-child.pdf) [Linking Health & Learning](http://education.vermont.gov/health-education/linking-health-and-learning)

**Centers for Disease Control and Prevention**

[Whole School, Whole Community, Whole Child (WSCC)](http://www.cdc.gov/healthyyouth/wscc/index.htm)

[*Health and Academic Achievement*](http://www.cdc.gov/healthyyouth/health_and_academics/pdf/health-academic-achievement.pdf)

[School Health Index](http://www.cdc.gov/healthyyouth/shi/index.htm)

[WSCC: The Model](http://www.cdc.gov/healthyyouth/wscc/pdf/wscc_fact_sheet_508c.pdf)

[Develop SMART Objectives](http://www.cdc.gov/phcommunities/resourcekit/evaluate/smart_objectives.html)

**ASCD**

[Whole School, Whole Community, Whole Child](http://www.ascd.org/programs/learning-and-health/wscc-model.aspx)

[*Making the Case for Educating the Whole Child*](http://www.wholechildeducation.org/assets/content/mx-resources/WholeChild-MakingTheCase.pdf)

[School Improvement Tool](http://sitool.ascd.org/Default.aspx?ReturnUrl=%2f)

**APPENDIX V: Implementation Plan – FY20**

Please provide as much detail as needed for reviewers to understand the scope of work proposed. In particular, the “Tasks” column should include specific action steps that will be completed each reporting period of FY20 in order to implement the activity proposed. Evidence-based curriculum should include the steps you will take to assure fidelity to the program. **Please indicate in Reach/Dosage whether activity is specific to a school or available across SU/District.**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **SU/District** | |  | | |
| **ACTIVITY** | **WHAT AND WHO IS RESPONSIBLE?** | **SCHOOLS/ REACH/ DOSAGE** | **TASKS**  *Description of key tasks that will be completed* ***each period****.* | **OUTCOMES/ EVALUATION**  *How you will evaluate your efforts to determine success?* |
| Screening and referral | *Identify screening tool (CRAFFT or GAIN Short Screener)*  *and staff responsible for screening and referral to additional services. Attach resume(s)/ credentials.* | *List schools where screening and referral will be available.*  *Total anticipated number of students screened and referred across SU.* | *Reporting period 1 (Aug –Dec)*  *List tasks to be completed (e.g. developing protocols, training staff, meeting with community providers, etc.), include completion dates*  *Reporting period 2 (Jan-June)*  *List tasks to be completed, include completion dates* | 1. *Number of students referred for additional services including substance use disorder and mental health assessments by grade* 2. *Number of students who connect with recommended services* |
| Support Whole School, Whole Community, Whole Child | *Grant coordinator should be part of school leadership team that supports school health initiatives* | *Is this coordinated at the SU level or school level?*  *Frequency of meetings.* | *Reporting period 1 (Aug –Dec)*  *List tasks to be completed, include completion dates*  *Reporting period 2 (Jan-June)*  *List tasks to be completed, include completion dates* | 1. *Number of meetings planned* 2. *Number of meetings completed* |
| Deliver parent information | *Identify format and information distributed*  *Identify staff who will deliver/distribute information* | *List schools*  *# of parents across SU* | *Reporting period 1 (Aug –Dec)*  *List tasks to be completed, include completion dates*  *Reporting period 2 (Jan-June)*  *List tasks to be completed, include completion dates*  *)* | 1. *Number of parents reached* 2. *Pre/post surveys* |
| The following activities are optional. See [*http://healthvermont.gov/adap/adap.aspx*](http://healthvermont.gov/adap/adap.aspx) for more information about these activities. | | | | |
| Support evidence based curriculum | *Identify each curriculum(a)*  *List staff who will deliver curriculum(a)* | *List schools*  *# of students*  *# of sessions* | *Reporting period 1 (Aug –Dec)*  *List tasks to be completed, include completion dates*  *Reporting period 2 (Jan-June)*  *List tasks to be completed, include completion dates* | 1. *Fidelity measures* 2. *Pre/post surveys or tests* |
| Organize youth empowerment groups | *Identify each group and group advisor* | *List schools*  *# of students Frequency of meeting*  *# of activities implemented* | *Reporting period 1 (Aug –Dec)*  *List tasks to be completed, include completion dates*  *Reporting period 2 (Jan-June)*  *List tasks to be completed, include completion dates* | 1. *Number of activities planned* 2. *Number of activities implemented* 3. *Pre/post surveys* |
| Deliver parent education programs | *Identify program*  *List staff who will be delivering the program(s)* | *List schools*  *# of parents across SU*  *# of sessions* | *Reporting period 1 (Aug –Dec)*  *List tasks to be completed, include completion dates*  *Reporting period 2 (Jan-June)*  *List tasks to be completed, include completion dates* | 1. *Fidelity measures* 2. *Number of parents reached* 3. *Pre/post surveys* |
| Deliver teacher and support training | *List training topics*  *List person(s) who will provide training(s)* | *List schools*  *# of staff trained across SU*  *Breakout # by training topic* | *Reporting period 1 (Aug –Dec)*  *List tasks to be completed, include completion dates*  *Reporting period 2 (Jan-June)*  *List tasks to be completed, include completion dates* | 1. *Number of trainings offered by topic area* 2. *Number of participants* 3. *Pre/post surveys* |
| Deliver educational support groups | *Describe group(s)*  *List staff leading group(s)* | *List schools*  *# of students per group*  *Frequency of meeting(s)* | *Reporting period 1 (Aug –Dec)*  *List tasks to be completed, include completion dates*  *Reporting period 2 (Jan-June)*  *List tasks to be completed, include completion dates* | 1. *Fidelity measures (this only applies to manualized educational support groups)* 2. *Number of activities planned* 3. *Number of activities implemented* 4. *Number of participants* 5. *Pre/post surveys* |

# APPENDIX VI: Budget

BUDGET FORM FY20

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

# APPENDIX VII: Budget Narrative

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

|  |  |
| --- | --- |
| **PERSONNEL** | **(insert total amount)** |

1. 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
2. Benefits

Brief description of the benefits offered by your organization

1. Consultants

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

1. Other

|  |  |
| --- | --- |
| **OPERATING** | **(insert total amount)** |

1. Telephone
2. Travel

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

1. Postage

Itemize projects requiring postage and describe the project.

1. Materials/Curricula

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

1. Training Education

Provide a description of training needs and expenses.

|  |  |
| --- | --- |
| **INDIRECT/ADMINISTRATIVE** | **(insert total amount)** |

1. Supplies
2. Postage
3. Printing/Duplicating
4. Telephone
5. Equipment
6. Other

**ATTACHMENT C**: **STANDARD STATE PROVISIONS**

**FOR CONTRACTS AND GRANTS**

**Revised December 15, 2017**

**1. 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. “Agreement” shall mean the specific contract or grant to which this form is attached.

**2. 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.

**3. Governing Law, Jurisdiction and Venue; No Waiver of Jury Trial:** This Agreement will be governed by the laws of the State of Vermont. Any action or proceeding brought by either the State or the Party in connection with this Agreement shall be brought and enforced in the Superior Court of the State of Vermont, Civil Division, Washington Unit. The Party irrevocably submits to the jurisdiction of this court for any action or proceeding regarding this Agreement. The Party agrees that it must first exhaust any applicable administrative remedies with respect to any cause of action that it may have against the State with regard to its performance under this Agreement. Party agrees that the State shall not be required to submit to binding arbitration or waive its right to a jury trial.

**4.** **Sovereign Immunity:** The State reserves all immunities, defenses, rights or actions arising out of the State’s sovereign status or under the Eleventh Amendment to the United States Constitution. No waiver of the State’s immunities, defenses, rights or actions shall be implied or otherwise deemed to exist by reason of the State’s entry into this Agreement.

**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:** The Party will act in an independent capacity and not as officers or employees of the State.

**7. Defense and Indemnity:** The Party shall defend the State and its officers and employees against all third party claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party in connection with the performance of this Agreement. 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 State retains the right to participate at its own expense in the defense of any claim. The State shall have the right to approve all proposed settlements of such claims or suits.

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 in connection with the performance of this Agreement.

The Party shall indemnify the State and its officers and employees if the State, its officers or employees become legally obligated to pay any damages or losses arising from any act or omission of the Party or an agent of the Party in connection with the performance of this Agreement.

Notwithstanding any contrary language anywhere, in no event shall the terms of this Agreement or any document furnished by the Party in connection with its performance under this Agreement obligate the State to (1) defend or indemnify the Party or any third party, or (2) otherwise be liable for the expenses or reimbursement, including attorneys’ fees, collection costs or other costs of the Party or any third party.

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

*Workers Compensation*: With respect to all operations performed, the Party shall carry workers’ compensation insurance in accordance with the laws of the State of Vermont. Vermont will accept an out-of-state employer's workers’ compensation coverage while operating in Vermont provided that the insurance carrier is licensed to write insurance in Vermont and an amendatory endorsement is added to the policy adding Vermont for coverage purposes. Otherwise, the party shall secure a Vermont workers’ compensation policy, if necessary to comply with Vermont law.

*General Liability and Property Damage*: With respect to all operations performed under this 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 Each Occurrence

$2,000,000 General Aggregate

$1,000,000 Products/Completed Operations Aggregate

$1,000,000 Personal & Advertising Injury

*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 $500,000 combined single limit. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, limits of coverage shall not be less than $1,000,000 combined single limit.

*Additional Insured.* The General Liability and Property Damage coverages required for performance of this Agreement shall include the State of Vermont and its agencies, departments, officers and employees as Additional Insureds. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, then the required Automotive Liability coverage shall include the State of Vermont and its agencies, departments, officers and employees as Additional Insureds. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

*Notice of Cancellation or Change.* There shall be no cancellation, change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without thirty (30) days written prior written notice to the State.

**9. Reliance by the State on Representations:** All payments by the State under this Agreement will be made in reliance upon the accuracy of all representations made by the Party in accordance with this Agreement, including but not limited to bills, invoices, progress reports and other proofs of work.

**10. False Claims Act:** The Party acknowledges that it is subject to the Vermont False Claims Act as set forth in 32 V.S.A. § 630 *et seq.*  If the Party violates the Vermont False Claims Act it shall be liable to the State for civil penalties, treble damages and the costs of the investigation and prosecution of such violation, including attorney’s fees, except as the same may be reduced by a court of competent jurisdiction. The Party’s liability to the State under the False Claims Act shall not be limited notwithstanding any agreement of the State to otherwise limit Party’s liability.

**11. Whistleblower Protections:** The Party shall not discriminate or retaliate against one of its employees or agents for disclosing information concerning a violation of law, fraud, waste, abuse of authority or acts threatening health or safety, including but not limited to allegations concerning the False Claims Act. Further, the Party shall not require such employees or agents to forego monetary awards as a result of such disclosures, nor should they be required to report misconduct to the Party or its agents prior to reporting to any governmental entity and/or the public.

**12. Location of State Data:** No State data received, obtained, or generated by the Party in connection with performance under this Agreement shall be processed, transmitted, stored, or transferred by any means outside the continental United States, except with the express written permission of the State.

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

**14. Fair Employment Practices and Americans with Disabilities Act:** Party agrees to comply with the requirement of 21 V.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.

**15. 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.

**16. Taxes Due to the State:**

1. 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.
2. Party certifies under the pains and penalties of perjury that, as of the date this 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.
3. 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.
4. 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.

**17. Taxation of Purchases:** All State purchases must be invoiced tax free. An exemption certificate will be furnished upon request with respect to otherwise taxable items.

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

1. is not under any obligation to pay child support; or
2. is under such an obligation and is in good standing with respect to that obligation; or
3. 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.

**19. Sub-Agreements:** Party shall not assign, subcontract or subgrant the performance of this Agreement or any portion thereof to any other Party without the prior written approval of the State. Party shall be responsible and liable to the State for all acts or omissions of subcontractors and any other person performing work under this Agreement pursuant to an agreement with Party or any subcontractor.

In the case this Agreement is a contract with a total cost in excess of $250,000, the Party shall provide to the State a list of all proposed subcontractors and subcontractors’ subcontractors, together with the identity of those subcontractors’ workers compensation insurance providers, and additional required or requested information, as applicable, in accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54).

Party shall include the following provisions of this Attachment C in all subcontracts for work performed solely for the State of Vermont and subcontracts for work performed in the State of Vermont: Section 10 (“False Claims Act”); Section 11 (“Whistleblower Protections”); Section 12 (“Location of State Data”); Section 14 (“Fair Employment Practices and Americans with Disabilities Act”); Section 16 (“Taxes Due the State”); Section 18 (“Child Support”); Section 20 (“No Gifts or Gratuities”); Section 22 (“Certification Regarding Debarment”); Section 30 (“State Facilities”); and Section 32.A (“Certification Regarding Use of State Funds”).

**20. No Gifts or Gratuities:** Party shall not give title or possession of anything 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.

**21. Copies:** Party shall use reasonable best efforts to ensure that all written reports prepared under this Agreement are printed using both sides of the paper.

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

Party further certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, Party is not presently debarred, suspended, nor named on the State’s debarment list at: http://bgs.vermont.gov/purchasing/debarment

**23. Conflict of Interest:** Party shall fully disclose, in writing, any conflicts of interest or potential conflicts of interest.

**24. Confidentiality:** Party acknowledges and agrees that this Agreement and any and all information obtained by the State from the Party in connection with this Agreement are subject to the State of Vermont Access to Public Records Act, 1 V.S.A. § 315 et seq.

**25. Force Majeure:** Neither the State nor the Party shall be liable to the other for any failure or delay of performance of any obligations under this Agreement to the extent such failure or delay shall have been wholly or principally caused by acts or events beyond its reasonable control rendering performance illegal or impossible (excluding strikes or lock-outs) (“Force Majeure”). Where Force Majeure is asserted, the nonperforming party must prove that it made all reasonable efforts to remove, eliminate or minimize such cause of delay or damages, diligently pursued performance of its obligations under this Agreement, substantially fulfilled all non-excused obligations, and timely notified the other party of the likelihood or actual occurrence of an event described in this paragraph.

**26. Marketing:** Party shall not refer to the State in any publicity materials, information pamphlets, press releases, research reports, advertising, sales promotions, trade shows, or marketing materials or similar communications to third parties except with the prior written consent of the State.

**27. Termination:**

1. **Non-Appropriation:** If this Agreement extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this Agreement, the State may cancel at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement is a Grant that is funded in whole or in part by Federal funds, and in the event Federal funds become unavailable or reduced, the State may suspend or cancel this Grant immediately, and the State shall have no obligation to pay Subrecipient from State revenues.
2. **Termination for Cause:** Either party may terminate this Agreement if a party materially breaches its obligations under this Agreement, and such breach is not cured within thirty (30) days after delivery of the non-breaching party’s notice or such longer time as the non-breaching party may specify in the notice.
3. **Termination Assistance:** Upon nearing the end of the final term or termination of this Agreement, without respect to cause, the Party shall take all reasonable and prudent measures to facilitate any transition required by the State. All State property, tangible and intangible, shall be returned to the State upon demand at no additional cost to the State in a format acceptable to the State.

**28. Continuity of Performance:** In the event of a dispute between the Party and the State, each party will continue to perform its obligations under this Agreement during the resolution of the dispute until this Agreement is terminated in accordance with its terms.

**29.** **No Implied Waiver of Remedies:** Either party’s delay or failure to exercise any right, power or remedy under this Agreement shall not impair any such right, power or remedy, or be construed as a waiver of any such right, power or remedy. All waivers must be in writing.

**30.** **State Facilities:** If the State makes space available to the Party in any State facility during the term of this Agreement for purposes of the Party’s performance under this Agreement, the Party shall only use the space in accordance with all policies and procedures governing access to and use of State facilities which shall be made available upon request. State facilities will be made available to Party on an “AS IS, WHERE IS” basis, with no warranties whatsoever.

**31.** **Requirements Pertaining Only to Federal Grants and Subrecipient Agreements:** If this Agreement is a grant that is funded in whole or in part by Federal funds:

1. **Requirement to Have a Single Audit:** The Subrecipient will complete the Subrecipient Annual Report annually within 45 days after its fiscal year end, informing the State of Vermont whether or not a Single Audit is required for the prior fiscal year. If a Single Audit is required, the Subrecipient will submit a copy of the audit report to the granting Party within 9 months. If a single audit is not required, only the Subrecipient Annual Report is required.

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

1. **Internal Controls:** In accordance with 2 CFR Part II, §200.303, the Party must establish and maintain effective internal control over the Federal award to provide reasonable assurance that the Party is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the award. These internal controls should be in compliance with guidance in “Standards for Internal Control in the Federal Government” issued by the Comptroller General of the United States and the “Internal Control Integrated Framework”, issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).
2. **Mandatory Disclosures:** In accordance with 2 CFR Part II, §200.113, Party must disclose, in a timely manner, in writing to the State, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures may result in the imposition of sanctions which may include disallowance of costs incurred, withholding of payments, termination of the Agreement, suspension/debarment, etc.

**32. Requirements Pertaining Only to State-Funded Grants:**

1. **Certification Regarding Use of State Funds:** If Party is an employer and this Agreement is a State-funded grant in excess of $1,001, Party certifies that none of these State funds will be used to interfere with or restrain the exercise of Party’s employee’s rights with respect to unionization.
2. **Good Standing Certification (Act 154 of 2016):** If this Agreement is a State-funded grant, Party hereby represents: (i) that it has signed and provided to the State the form prescribed by the Secretary of Administration for purposes of certifying that it is in good standing (as provided in Section 13(a)(2) of Act 154) with the Agency of Natural Resources and the Agency of Agriculture, Food and Markets, or otherwise explaining the circumstances surrounding the inability to so certify, and (ii) that it will comply with the requirements stated therein.

**ATtachment E**

**BUSINESS ASSOCIATE agreement**

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

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

The parties agree as follows:

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

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

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

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

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

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

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

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

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

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

**3. Permitted and Required Uses/Disclosures of PHI**.

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

3.2 Business Associate may make PHI available to its employees who need access to perform Services provided that Business Associate makes such employees aware of the use and disclosure restrictions in this Agreement and binds them to comply with such restrictions. Business Associate may only disclose PHI for the purposes authorized by this Agreement: (a) to its agents and Subcontractors in accordance with Sections 9 and 18 or, (b) as otherwise permitted by Section 3.

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

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

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

**6. Documenting and Reporting Breaches**.

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

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

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

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

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

**8.** **Providing Notice of Breaches**.

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

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

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

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

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

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

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

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

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

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

**14. Termination.**

14.1 This Agreement commences on the Effective Date and shall remain in effect until terminated by Covered Entity or until all of the PHI provided by Covered Entity to Business Associate or created or received by Business Associate on behalf of Covered Entity is destroyed or returned to Covered Entity subject to Section 19.8.

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

**15. Return/Destruction of PHI**.

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

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

**16. Penalties**. Business Associate understands that: (a) there may be civil or criminal penalties for misuse or misappropriation of PHI and (b) violations of this Agreement may result in notification by Covered Entity to law enforcement officials and regulatory, accreditation, and licensure organizations.

**17.**  **Training.** Business Associate understands that it is its obligation to comply with the law and shall provide appropriate training and education to ensure compliance with this Agreement. If requested by Covered Entity, Business Associate shall participate in AHS training regarding the use, confidentiality, and security of PHI, however, participation in such training shall not supplant nor relieve Business Associate of its obligations under this Agreement to independently assure compliance with the law and this Agreement.

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

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

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

18.3 Business Associate shall report in writing to Covered Entity any Security Incident pertaining to such Electronic PHI (whether involving Business Associate or an Agent or Subcontractor). Business Associate shall provide this written report as soon as it becomes aware of any such Security Incident, and in no case later than two (2) business days after it becomes aware of the incident. Business Associate shall provide Covered Entity with the information necessary for Covered Entity to investigate any such Security Incident.

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

**19.** **Miscellaneous.**

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

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

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

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

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

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

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

19.8 The provisions of this Agreement that by their terms encompass continuing rights or responsibilities shall survive the expiration or termination of this Agreement. For example: (a) the provisions of this Agreement shall continue to apply if Covered Entity determines that it would be infeasible for Business Associate to return or destroy PHI as provided in Section 14.2 and (b) the obligation of Business Associate to provide an accounting of disclosures as set forth in Section 12 survives the expiration or termination of this Agreement with respect to accounting requests, if any, made after such expiration or termination.

Rev: 7/7/17

**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*.

* + - 1. **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.

* + - 1. **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.

* + - 1. **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.

* + - 1. **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, though 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.

* + - 1. **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 though (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.

* + - 1. **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.

* + - 1. **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](http://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*

1. In 2017, the CDC revised the definition of binge making it sex-specific. On the 2017 Vermont YRBS, binge drinking was defined as occurring when males consume five or more drinks and drinking when females consume four or more drinks in one sitting. [↑](#footnote-ref-1)
2. Grant BF, Dawson DA: Age of onset of drug use and its association with DSM-IV drug abuse and dependence: results from the National Longitudinal Alcohol Epidemiologic Survey. J Substance Abuse 10(2):163-73, 1998 [↑](#footnote-ref-2)
3. Grant BF, Dawson DA: Age of onset of drug use and its association with DSM-IV drug abuse and dependence: results from the National Longitudinal Alcohol Epidemiologic Survey. J Substance Abuse 10(2):163-73, 1998 [↑](#footnote-ref-3)
4. Hamza, D.M., Bercov, M., Suen, V. Y. M., Allen, A., Cribben, I., Goodrick, J. …& Silverstone, P. H. (2018). School-based Screening, Brief Interventions and Referral to Treatment (SBIRT) significantly decreases long-term substance abuse in 6,227 students aged 11-18. *Journal of Addictive Behaviors and Therapy*, *2*(1), 5. [↑](#footnote-ref-4)