

**Vermont Department of Health  
Division of Family and Child Health  
Request for Proposals (RFP) and Proposal Guidance**

**Project Title:** Garrett Lee Smith Youth Suicide Prevention – Grants to Support BIPOC Youth Wellness and Resiliency

**Grant Period:** July 1, 2024-June 30, 2025, with the option to extend for up to two (2) additional 12-month periods

**Date RFP Issued:** May 7, 2024

**Question and Answer Period:** Questions about this RFP will be answered until May 17, 2024  
Questions and answers will be posted on May 22, 2024

**Proposals due:** May 29, 2024, at 4:30 PM. Electronic submission at [AHS.VDHMCHGrantsandContracts@vermont.gov](mailto:AHS.VDHMCHGrantsandContracts@vermont.gov)

**Single Point of Contact:** [AHS.VDHMCHGrantsandContracts@vermont.gov](mailto:AHS.VDHMCHGrantsandContracts@vermont.gov)

**Contact Address:** Vermont Department of Health  
Family and Child Health  
280 State St  
Waterbury, Vermont 05671-8360

**Background:**

Vermont youth ages 10-24 experience a higher rate of suicide death than youth nationally (12.7 vs 10.1 per 100,000 in 2020). Additionally, we know that certain populations are disproportionately impacted by suicidality, including BIPOC youth. BIPOC youth in Vermont report higher rates of intentional self-harm (25% vs. 22%), making a suicide plan (17% vs.13%), and attempting suicide (11% vs. 6%) when compared to their white, non-Hispanic peers. It is critical to implement and expand programs that work to increase protective factors and decrease risk factors, including promoting connectedness among peers and relationships with safe and supportive adults. Additionally, there are client, provider, structural/organizational, and community factors that serve as barriers to equitable community mental health utilization for BIPOC youth.

1. **Grant Purpose:** The State of Vermont, Department of Health is looking for subrecipient grantees to support BIPOC youth by implementing programs that increase protective factors and reduce risk factors of suicidality. The estimated number of awards is 1-2. Estimated award amounts are \$20,000-\$55,000.
2. **Grant Focus Areas:** This funding opportunity is designed to fund programs that support BIPOC youth in Bennington, Chittenden, Rutland, and Windham counties. The organization may implement programs and serve youth in other regions but must prioritize the four counties listed above.
3. **Example of Eligible Activities:**
  - Programs that sponsor culturally appropriate community and social events for BIPOC youth and their families.
  - Programs that promote connection to a safe and supportive adult including mentoring programs.
  - Programs that increase access to mental health support, including expanding community health work and other programs that promote youth receiving opportunities to connect with someone with whom they share a racial or cultural identity.
  - Programs that promote and/or enhance protective factors for youth suicide. This may include, but is not limited to: programs that increase youth's sense of belonging, community engagement, coping skills and social-emotional skills, family connection, connection to cultural identity, etc.
  - Programs that promote community engagement, empower youth as leaders in their community, and/or uplift youth voice.
4. **Eligible Applicants:**
  - Non-profit organizations
  - Municipalities
  - Schools
  - Colleges and/or university systems

Scoring will be weighted toward organizations that demonstrate success in their work with BIPOC youth and offer or are planning to offer community-oriented mental health and wellness activities and social supports for this population.

**5. Timeline:**

- Application Published: May 7, 2024
- Questions due: May 17, 2024
  - *Questions about this scope of work may be submitted electronically to [AHS.VDHMCHGrantsandContracts@vermont.gov](mailto:AHS.VDHMCHGrantsandContracts@vermont.gov) by the deadline.*
- Questions and Answers posted May 22, 2024
- Applications Due: May 29, 2024
- Award Notifications: June 12, 2024
- Award Period: July 1, 2024-June 30, 2025; initial award period is for 12 months, with the option to extend for two additional 12-month periods.

**6. Anticipated Funding Available & Grant Award:**

- At least \$55,000 in available funds per year for up to three years.

**7. Proposal Submission Requirements:**

If you are interested in submitting a proposal for this award, please submit a proposal and a W-9 signed within the last 6 months, no later than 4:30 PM, close of business on May 29, 2024. Electronic submission at [AHS.VDHMCHGrantsandContracts@vermont.gov](mailto:AHS.VDHMCHGrantsandContracts@vermont.gov).

Applications received after the bid closure date will not be considered.

**8. Scoring Criteria:**

Applications will be evaluated using the following criteria and scoring framework:

Response Section	Total Possible Points
<b>1. Background, Experience and Qualifications</b>	<b>25</b>
<b>1.1 Description of agency or organization and staffing structure</b>	5
1.1.1 Applicant provides a clear description of the agency’s history and organizational structure provided	
<b>1.2 Experience with grant and/or program management</b>	10
1.2.1 Applicant describes prior experience with grant and/or program management, including current data collection and evaluation methods	

<p><b>1.3 Description of agency’s approach to addressing health equity and experience working with marginalized communities</b></p> <p>1.3.1 Applicant organization’s mission statement and/or programs aim to predominantly serve BIPOC or marginalized communities</p> <p>1.3.2 Applicant clearly states how the program will be accessible to and serve traditionally marginalized communities</p>	<p>10</p>
<p><b>2. Applicant’s Ability to Perform</b></p>	<p><b>55</b></p>
<p><b>2.1 Description of program including demonstration of need, geographic location, structure, and audience</b></p> <p>2.1.1 Applicant provides qualitative and/or quantitative data to demonstrate need.*</p> <p>2.1.2 Applicant lists key activities/tasks that they will accomplish and identify measurable outcomes of the program. (An optional <b>workplan</b> template is attached in Appendix I).</p> <p>2.1.3 Applicant clearly describes how they will implement the program including how and where the program will be delivered, staff responsible for program delivery, partner organizations (if applicable), duration of the program, population served, and projected total number of people served by the program.</p> <p><i>*Applicants will be expected to demonstrate need through qualitative and/or quantitative data. The Vermont Department of Health has data publicly available at <a href="https://www.healthvermont.gov/health-data/suicide-data">Suicide Data   Vermont Department of Health (healthvermont.gov)</a>, or applicants can draw from or use alternate data sources demonstrating need, including voices of those with lived experience. If an applicant needs support accessing data for their community, they can request assistance from the Vermont Department of Health at <a href="mailto:AHS.VDHMCHGrantsandContracts@vermont.gov">AHS.VDHMCHGrantsandContracts@vermont.gov</a>. See Appendix III, below, for Health Department data.</i></p>	<p>20</p>

<p><b>2.2 Program’s ability to address above funding priorities.</b></p> <p>2.2.1 Applicant clearly describes how the proposed program aims to address one or more of the funding priorities above.</p> <p>2.2.2 Applicant describes knowledge or experience of suicide prevention efforts and/or experience or expertise implementing programs.</p> <p>2.2.3 Applicant describes their capacity to complete the work proposed, including a list of staff who will implement the project. If staff are yet to be hired, a job description or overview is submitted.</p>	<p>15</p>
<p><b>2.3 Community partnerships, including letters of support, if applicable</b></p> <p>2.3.1 Applicant demonstrates community readiness to address causes of youth suicide through broad stakeholder engagement including individuals with lived experience.</p> <p>2.3.2 Applicant lists collaborations and partnerships that will support the implementation of programming and includes letters of support, if applicable.</p>	<p>10</p>
<p><b>2.4 Program Evaluation and Monitoring</b></p> <p>2.4.1 If available, applicant describes data systems for tracking and assessing program outcomes or impact (e.g., administrative data, survey data, community trends, etc.) *</p> <p><i>*Applicant will not be scored on their ability to evaluate programming. This information will inform the evaluation design by the VDH Program Evaluator. Note that there is an expectation that selected grantee(s) will work with the evaluation team to meet state and federal evaluation requirements.</i></p>	<p>10</p>
<p><b>3. Budget and Budget Narrative</b></p>	<p><b>20</b></p>
<p>3.1. Applicant submits a complete budget using the optional budget template in Appendix II.</p>	<p>20</p>



Appendix II: Budget Template

<b>GRANTEE NAME:</b>	
<b>LINE ITEM</b>	<b>BUDGET AMOUNT</b>
<b>PERSONNEL</b>	
Salary	
Fringe (XX%)	
<b>TOTAL PERSONNEL</b>	
<b>OPERATING</b>	
Advertising/Marketing	
Materials/Supplies	
Printing	
Postage	
Telephone	
Training & Education	
Travel	
Other: <i>Please explain.</i>	
Other: <i>Please explain.</i>	
<b>TOTAL OPERATING</b>	
<b>TOTAL DIRECT COSTS</b>	
<b>INDIRECT COSTS</b> <i>(see notes below)</i>	
10% de minimis rate	
Federally Approved Indirect Cost Rate	
<b>TOTAL INDIRECT COSTS</b>	
<b>TOTAL</b>	
<b>Indirect Costs:</b>	
<p>Indirect (F&amp;A) costs means those costs incurred for a common or joint purpose benefitting more than one cost objective, and not readily assignable to the cost objectives specifically benefitted, without effort disproportionate to the results achieved. The Uniform Guidance expressly requires pass-through entities (typically states and local governments, as well as some larger nonprofits) using federal funds and all federal departments/agencies to reimburse a nonprofit for the reasonable indirect costs it incurs. Nonprofits that have never had a federally approved indirect cost rate can elect either the <i>de minimis</i> rate of 10 percent of their modified total direct costs (MTDC) or negotiate a higher rate in accordance with the federal cost principles. Nonprofits that have already negotiated a federal indirect cost rate must be paid that amount.<sup>[4]</sup> Generally, the mandate to pay indirect costs applies to most federal grant funds. The mandate does not apply in cases where a <i>federal</i> statute expressly caps the rate at which indirect costs can be reimbursed.</p>	

### **Appendix III: Information regarding insurance coverage requirements (for funded proposals only)**

**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 LiabilityThe 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.

***The State must be listed as additionally insured with general liability coverage.***

***The state is only able to reduce the amount of automotive coverage to \$300,000, if the \$500,000 cannot be met.***

#### **Appendix IV: Information regarding Unique Entity ID (UEI) *(for funded proposals only)***

**The Vermont Department of Health requires an active Unique Entity ID (UEI) for a grant agreement to be executed.**

The UEI is the official, government-wide identifier used for tracking federal awards. There is no cost to obtain the Unique Entity ID. If your organization does not currently have a UEI, consider applying for one now. You can establish an ID at [SAM.gov](https://sam.gov).

You will need the following information to establish the Unique Entity ID:

- a. Name of organization
- b. Organization address
- c. Name of the chief executive officer (CEO) or organization owner
- d. Legal structure of the organization (e.g., corporation, partnership, proprietorship)
- e. Year the organization started
- f. Primary type of business
- g. Total number of employees (full and part-time)

**ATTACHMENT C: STANDARD STATE PROVISIONS FOR CONTRACTS AND GRANTS**

**Revised December 7, 2023**

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

**ATTACHMENT F**  
**AGENCY OF HUMAN SERVICES' CUSTOMARY CONTRACT/GRANT**  
**PROVISIONS**

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

**Inspection and Retention of Records:** In addition to any other requirement under this Agreement or at law, Party must fulfill all state and federal legal requirements, and will comply with all requests appropriate to enable the Agency of Human Services, the U.S. Department of Health and Human Services (along with its Inspector General and the Centers for Medicare and Medicaid Services), the Comptroller General, the Government Accounting Office, or any of their designees: (i) to evaluate through inspection or other means the quality, appropriateness, and timeliness of services performed under this Agreement; and (ii) to inspect and audit any records, financial data, contracts, computer or other electronic systems of Party relating to the performance of services under Vermont’s Medicaid program and Vermont’s Global

Commitment to Health Waiver. Party will retain for ten years all documents required to be retained pursuant to 42 CFR 438.3(u).

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

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

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

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

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

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

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

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

5. **Non-Discrimination:**

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

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

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

6. **Employees and Independent Contractors:**

Party agrees that it shall comply with the laws of the State of Vermont with respect to the appropriate classification of its workers and service providers as “employees” and “independent contractors” for all purposes, to include for purposes related to unemployment compensation insurance and workers compensation coverage, and proper payment and reporting of wages. Party agrees to ensure that all of its subcontractors or sub-grantees also remain in legal compliance as to the appropriate classification of “workers” and “independent contractors” relating to unemployment

compensation insurance and workers compensation coverage, and proper payment and reporting of wages. Party will on request provide to the Agency of Human Services information pertaining to the classification of its employees to include the basis for the classification. Failure to comply with these obligations may result in termination of this Agreement.

7. **Data Protection and Privacy:**

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

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

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

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

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

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

**Abuse Registry.** Party agrees not to employ any individual, to use any volunteer or other service provider, or to otherwise provide reimbursement to any individual who in the performance of services connected with this agreement provides care, custody, treatment, transportation, or supervision to children or to vulnerable adults if there has been a substantiation of abuse or neglect or exploitation involving that individual. Party is responsible for confirming as to each individual having such contact with children or vulnerable adults the non-existence of a substantiated allegation of abuse, neglect or exploitation by verifying that fact through (a) as to vulnerable adults, the Adult Abuse Registry maintained by the Department of Disabilities, Aging and Independent Living and (b) as to children, the Central Child Protection Registry (unless the Party holds a valid child care license or registration from the Division of Child Development, Department for Children and Families). See 33 V.S.A. §4919(a)(3) and 33 V.S.A. §6911(c)(3).

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

9. **Information Technology Systems:**

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

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



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

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

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

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

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

Party will ensure the physical and data security associated with computer equipment, including desktops, notebooks, and other portable devices, used in connection with this Agreement. Party will also assure that any media or mechanism used to store or transfer data to or from the State includes industry standard security mechanisms such as continually up-to-date malware protection and encryption. Party will make every reasonable effort to ensure media or data files transferred to the State are virus and spyware free. At the conclusion of this agreement and after successful delivery of the

data to the State, Party shall securely delete data (including archival backups) from Party's equipment that contains individually identifiable records, in accordance with standards adopted by the Agency of Human Services.

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

10. **Other Provisions:**

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

Failure to comply with the provisions of the federal law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity. The federal Pro-Children Act of 1994, however, does not apply to portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where Women, Infants, & Children (WIC) coupons are redeemed.

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