



**State of Vermont  
Department of Human Resources  
Labor Relations**

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Montpelier, VT 05620-2505  
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*Agency of Administration*

December 5, 2019

**HAND-DELIVERED**

Steve Howard  
Executive Director  
Vermont State Employees' Association, Inc.  
155 State Street  
Montpelier, VT 05602



**Re: Potential Privatization – Woodside Juvenile Rehabilitation Center**

Dear Mr. Howard:

This correspondence is to provide you with notice, in accordance with 3 V.S.A. § 343 (1), that the Department for Children and Families ("DCF") intends to seek proposals from interested parties to provide trauma informed treatment services for youth with serious emotional, behavioral and/or mental health needs. Should DCF enter into a contract, classified positions within VSEA's bargaining units may be eliminated.

DCF intends to issue the enclosed Request for Proposal on or after January 9, 2020. Therefore, if VSEA is interested in discussing this issue prior to the beginning of the bidding process, please provide me with dates and times, prior to that date, when you would be available to discuss this matter in detail.

Please contact me if you have any question or wish to discuss this matter in more detail.

Very truly yours,

  
John J. Berard  
Director of Labor Relations  
Department of Human Resources

c: Mike Smith, Secretary of Human Services (w/o enclosure)  
Ken Schatz, DCF Commissioner (w/o enclosure)  
M. Beth Fastiggi, DHR Commissioner (w/o enclosure)







AHS/Department for Children and Families/Family Services Division  
 280 State Drive  
 Waterbury, Vermont 05671  
<https://dcf.vermont.gov/>

## SEALED BID

### REQUEST FOR PROPOSAL

### #03440-20FSD-248

#### VERMONT TRAUMA-INFORMED TREATMENT SERVICES FOR YOUTH WITH SERIOUS EMOTIONAL, BEHAVIORAL AND/OR MENTAL HEALTH NEEDS

#### SCHEDULE OF EVENTS:

RFP Posted	January 9, 2020
Bidder's Conference	January 23, 2020 – 11 AM
Bidder's Questions Due	January 24, 2020 – 4 PM
Dept Response to Questions	January 28, 2020
Proposal Due/Closing Date	February 28, 2020
Bid Opening	February 28, 2020 - 4 PM
Selection Notification	March 5, 2020
Commencement of Contract	May 1, 2020

**PLEASE BE ADVISED THAT ALL NOTIFICATIONS, RELEASES, AND ADDENDUMS ASSOCIATED WITH THIS RFP WILL BE POSTED AT:**

<http://www.bgs.state.vt.us/pca/bids/bids.php>

**THE STATE WILL MAKE NO ATTEMPT TO CONTACT INTERESTED PARTIES WITH UPDATED INFORMATION. IT IS THE RESPONSIBILITY OF EACH BIDDER TO PERIODICALLY CHECK THE ABOVE WEBPAGE FOR ANY AND ALL NOTIFICATIONS, RELEASES AND ADDENDUMS ASSOCIATED WITH THIS RFP.**

**STATE CONTACT:**  
**TELEPHONE:**  
**E-MAIL:**

**Nancy Williams**  
**(802) 585-5585**  
**nancy.williams@vermont.gov**



1. **OVERVIEW:**

- 1.1. **SCOPE AND BACKGROUND:** Through this Request for Proposal (RFP) the Agency of Human Services (AHS), Department for Children and Families (DCF), Family Services Division (FSD) (hereinafter the "State") is seeking to establish contracts with one or more companies that can provide in-state (Vermont) short-term and/or long-term residential services and/or wrap-around community-based services for youth ages 13 through 18 that present with serious emotional, behavioral, and/or mental health needs.
- 1.2. **CONTRACT PERIOD:** Contracts arising from this RFP will be for a period of **two-years (24 months)** with an option to renew for up to two additional twelve-month periods. The State anticipates the start date will be February 1, 2020.
- 1.3. **SINGLE POINT OF CONTACT:** All communications concerning this RFP are to be addressed in writing to the State Contact listed on the front page of this RFP. Actual or attempted contact with any other individual from the State concerning this RFP is strictly prohibited and may result in disqualification.
- 1.4. **BIDDERS' CONFERENCE:** A non-mandatory bidders' conference will be held at the **Waterbury State Office Complex, 280 State Drive, Waterbury, VT 05671** at the date and time indicated on the front page of this RFP. Bidders who want to attend in person need to notify Nancy Williams by email: [nancy.williams@vermont.gov](mailto:nancy.williams@vermont.gov) at least 48 hours prior to the conference in order to secure entrance into the state complex. Bidders may opt to call into the conference instead of attending in person. The conference number to call into is: **1-802-552-8456, code: 622286177#**.
- 1.5. **QUESTION AND ANSWER PERIOD:** Any vendor requiring clarification of any section of this RFP or wishing to comment on any requirement of the RFP must submit specific questions in writing no later than the deadline for question indicated on the first page of this RFP. Questions may be e-mailed to the point of contact on the front page of this RFP. Questions or comments not raised in writing on or before the last day of the question period are thereafter waived. At the close of the question period a copy of all questions or comments and the State's responses will be posted on the State's web site <http://www.bgs.state.vt.us/pca/bids/bids.php>. Every effort will be made to post this information as soon as possible after the question period ends, contingent on the number and complexity of the questions, and no later than end of day November 15, 2019.

2. **DETAILED REQUIREMENTS/DESIRED OUTCOMES:**

The State is requesting proposals for an in-state residential short-term and/or long-term residential services program and/or wrap around community-based service package for youth with serious emotional, behavioral or mental health needs, including youth in the custody of the Commissioner of the Department for Children and Families (DCF) who have been charged with or adjudicated as having committed a delinquent act. The State is seeking to ensure the needs identified in the Agency of Human Services (AHS) report to the Vermont General Assembly on April 15, 2019 are met. <https://legislature.vermont.gov/assets/Legislative-Reports/Woodside-legislative-report-4.15.2019.pdf>

**Priority Issues to Consider in Responding to this RFP:**

- Skills to work within a trauma-informed capacity and the ability to provide trauma-specific interventions to youth and families
- Ability to accept and maintain majority of referrals from the youth justice system for youth with intensive stabilization and/or treatment needs and/or exhibiting violent or assaultive behavior
- Ability to accept referrals from DMH for youth who are not in state custody
- Knowledge of the Vermont juvenile justice system (please see the Woodside legislative report for more information on this topic)
- Importance of commitment to coordinating services
- Engagement in collaborative relationships that reestablish/maintain relationships with mental health providers, community and school supports and comprehensive wrap-around services
- Programming that would obviate the need for these youth to go out-of-state for residential care
- Ability to serve both youth in the juvenile justice system and referrals from the community



- Transitions will be done through a wrap-around or care management approach, with supervision in place before youth transition from placement to ensure seamless transition without interruption in services, including education
- Knowledge of PREA requirements and compliance
- Goal of zero use of restraint and seclusion and use of a nationally recognized model for de-escalation and crisis management
- Goal of minimal involvement of law enforcement in the program itself
- Strong clinical approaches and programming for the varying needs of the population served
- Environmental design to accommodate the varying needs and goal to support the well-being of youth
- Gender responsive programming

### **Eligibility to Submit an RFP**

All interested parties are encouraged to respond to this RFP. Submissions will be accepted from any agency, person or entity wishing to submit a proposal.

### **RFP Submission Questions**

**Note: Bidders are to respond to the following questions and submit as part of your proposal as Attachment 6.7 on the bidder's letterhead (refer to section 6 of this RFP – ATTACHMENTS).**

Respondents are encouraged to respond to all questions. However, partial responses will be accepted and reviewed, including partial responses to provide only some aspects of the care of youth described in this RFP. Because this RFP requests proposals for short-term and/or long-term residential services and/or wrap-around community-based services, please indicate in your response which type of service you are proposing to provide. Please also specify the proposed population to be served. The population that DCF has identified as needing these services is described in Attachment A. Considering the information contained within this proposal, please provide your thoughts about how you could enhance and creatively support youth and their families in a residential setting:

1. For residential programs, what staffing and security is required to meet the needs of different youth and/or to provide a continuum of care?
2. What elements should be present to ensure that an environment is normative and therapeutic?
3. How would youth with different needs be appropriately served in the same program, if applicable? Example, youth with mental health needs v. youth with primarily conduct disorder needs?
4. How would youth with disabilities be identified and appropriately served?
5. What supports and resources are needed to support placement stability in light of our goal to maintain an aspiring no reject/no eject policy (space, care, staffing, funding, etc.)?
6. What type of information is recommended to be included in the referral material for the program?
7. What clinical models would be the best fit for a program serving high risk youth with complex needs and sometimes juvenile justice involvement?
8. What is the recommended staffing model?
  - a. What is the proposed level of child psychiatry?
  - b. What kinds of staff should be present on different shifts?
  - c. What qualifications and education should be expected for each staff type?
  - d. How should the program ensure culturally and linguistically diverse staff at all levels?
9. Is there a payment methodology which would assist in your ability to provide supports and services?
10. What services would you provide on-site and/or what partnerships could be established to provide the needed clinical and psychiatric care needs of the youth as well as education, medical/dental, substance abuse treatment, recreation, family partnership, independent living skills and community transition?
11. What strategies should be used to minimize arrests or charges in the program?
12. What strategies should be used to minimize the use of restraint and/or seclusion? What nationally recognized model of de-escalation and crisis management should be used?

13. For older teens, what partnerships could be established to allow for the admission of older teens into your program with a hand-off for those youth who may be turning 19 before they complete the programming?
14. How should the concepts of restorative justice, racial justice and risk/needs/responsivity be incorporated?
15. How best can families and other natural supports be integrated into the program?
16. What supports and resources are needed to facilitate seamless transitions into and out of the program?
17. What data should be tracked to facilitate the collaborative assessments of outcomes?
18. What process would permit youth in a residential setting to communicate grievances about the program?
19. Respondents are welcome to include other recommendations or thoughts they think will be helpful.

### 3. GENERAL REQUIREMENTS:

- 3.1. **PRICING:** Bidders must price the terms of this solicitation at their best pricing. Any and all costs that Bidder wishes the State to consider must be submitted for consideration. If applicable, all equipment pricing is to include F.O.B. delivery to the ordering facility. No request for extra delivery cost will be honored. All equipment shall be delivered assembled, serviced, and ready for immediate use, unless otherwise requested by the State.
  - 3.1.1. Prices and/or rates shall remain firm for the initial term of the contract. The pricing policy submitted by Bidder must (i) be clearly structured, accountable, and auditable and (ii) cover the full spectrum of materials and/or services required.
  - 3.1.2. **Cooperative Agreements.** Bidders that have been awarded similar contracts through a competitive bidding process with another state and/or cooperative are welcome to submit the pricing in response to this solicitation.
  - 3.1.3. **Retainage.** In the discretion of the State, a contract resulting from this RFP may provide that the State withhold a percentage of the total amount payable for some or all deliverables, such retainage to be payable upon satisfactory completion and State acceptance in accordance with the terms and conditions of the contract.
- 3.2. **BEST AND FINAL OFFER:**
  - 3.2.1. **Best and Final Offer (BAFO).** At any time after submission of Responses and prior to the final selection of Bidder(s) for Contract negotiation or execution, the State may invite Bidder(s) to provide a BAFO.
    - 3.2.1.1. The state reserves the right to request BAFOs from only those Bidders that meet the minimum qualification requirements and/or have not been eliminated from consideration during the evaluation process.
  - 3.2.2. **Evaluation of Responses and Selection of Bidder(s).** The State shall have the authority to evaluate Responses and select the Bidder(s) as may be determined to be in the best interest of the State and consistent with the goals and performance requirements outlined in this RFP.
- 3.3. **WORKER CLASSIFICATION COMPLIANCE REQUIREMENTS:** In accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54), Bidders must comply with the following provisions and requirements.
  - 3.3.1. **Self Reporting:** For bid amounts exceeding \$250,000.00, Bidder shall complete the appropriate section in the attached Certificate of Compliance for purposes of self-reporting information relating to past violations, convictions, suspensions, and any other information related to past performance relative to coding and classification of workers. The State is requiring information on any violations that occurred in the previous 12 months.
  - 3.3.2. **Subcontractor Reporting:** For bid amounts exceeding \$250,000.00, Bidders are hereby notified that upon award of contract, and prior to contract execution, the State shall be provided with 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). This requirement does not apply to subcontractors providing supplies only and no labor to the overall contract or project. This list MUST be updated and provided

to the State as additional subcontractors are hired. A sample form is available online at <http://bgs.vermont.gov/purchasing-contracting/forms>. **The subcontractor reporting form is not required to be submitted with the bid response.**

**3.4. EXECUTIVE ORDER 05-16: CLIMATE CHANGE CONSIDERATIONS IN STATE PROCUREMENTS:**

For bid amounts exceeding \$25,000.00 Bidders are requested to complete the Climate Change Considerations in State Procurements Certification, which is included in the Certificate of Compliance for this RFP.

After consideration of all relevant factors, a bidder that demonstrates business practices that promote clean energy and address climate change as identified in the Certification, shall be given favorable consideration in the competitive bidding process. Such favorable consideration shall be consistent with and not supersede any preference given to resident bidders of the State and/or products raised or manufactured in the State, as explained in the Method of Award section. But, such favorable consideration shall not be employed if prohibited by law or other relevant authority or agreement.

**3.5. METHOD OF AWARD:** Awards will be made in the best interest of the State. The State may award one or more contracts and reserves the right to make additional awards to other compliant bidders at any time if such award is deemed to be in the best interest of the State. All other considerations being equal, preference will be given first to resident bidders of the state and/or to products raised or manufactured in the state, and then to bidders who have practices that promote clean energy and address climate change, as identified in the applicable Certificate of Compliance.

**3.5.1. Evaluation Criteria:** Consideration shall be given to the Bidder's project approach and methodology, qualifications and experience, ability to provide the services within the defined timeline, cost, and/or success in completing similar projects, as applicable, and to the extent specified below.



CRITERIA FOR SCORING	Total possible points	Applicant Score
<b>A. Quality of Bidder's Experience</b>		
<ul style="list-style-type: none"> <li>Provide a description of the bidder's contracting experience within the past five years providing trauma-informed services for youth with serious emotional, behavioral and/or mental health needs highlighting agreements for the same or similar services to those called for in this RFP. Specify targeted outcomes, the number of years, number of youth and families served and geographic areas served by the bidder.</li> <li>Describe the bidder's experience with VT DCF and adjudicated and non-adjudicated youth. If not currently operating within the State of Vermont, describe bidder's experience with the local child serving agency. Please provide data on bidder performance on same or similar contracts, grants and collaborative activities.</li> </ul>	10	
<ul style="list-style-type: none"> <li>Describe the bidder's role in the local community's system of care for this population. If bidder is not currently established in the community to be served by this proposal, describe the bidder's role in the community where it is currently providing services. If bidder is not currently part of the local system of care, include a strategic plan for networking, collaborating and connecting with the local system of care.</li> <li>Please provide data on the number of individuals served, funds expended and sources of funds for same or similar services to those called for in this RFP.</li> </ul> <p>Score will be based on scale of services, community impact and potential interconnections for those served.</p>	5	
<b>Section 1 A Total</b>	<b>15</b>	
<b>B. Bidder's Capacity to Perform</b>		
<ul style="list-style-type: none"> <li>Provide a description of the organizational structure of the bidder. Provide a staff organizational chart that identifies the major operational components of the organization, and the lines of authority and responsibility.</li> <li>Indicate how this program fits into the organization's structure.</li> <li>Identify the members of the applicant's Board of Directors and their towns of residence.</li> </ul>	5	
<ul style="list-style-type: none"> <li>Organizational Quality – describe licensures or accreditations of the organization or other indicators of quality review that attest to the quality of bidder programs.</li> </ul>	5	
<ul style="list-style-type: none"> <li>As this RFP includes a wide range of services to children and families DCF recognizes that not all bidders will currently have the capacity (staff, staff training...) to offer these services at the onset of the contract period. Please include a detailed strategic plan as to how your organization would build this capacity (include timelines, training plans if applicable) in your narrative.</li> </ul>	5	
<ul style="list-style-type: none"> <li>Experience Managing Contracts/Grants of Comparable Scale/Scope/Complexity. (include information on these funds in the Summary of Funding form in Appendix B)</li> </ul>	5	
<b>Section 1 B Total</b>	<b>20</b>	

<b>A. Responsiveness to Specifications</b>		
<ul style="list-style-type: none"> <li>Provide a description of how bidder will provide an in-state residential short-term and/or long-term residential services program and/or wrap around community-based service package for youth with serious emotional, behavioral or mental health needs, including youth in the custody of the Commissioner of the Department for Children and Families (DCF) who have been charged with or adjudicated as having committed a delinquent act.</li> <li>Provide a detailed description as to how the bidder will ensure youth are served in the least restrictive setting possible or determine other placement based on the youth's needs or high-risk profile, a secure and/or staff secure treatment setting or highly supervised community wrap option with a focus on providing an appropriate level of trauma-informed treatment and stabilization to prepare a youth to step-down to a less restrictive alternative. The program information should include information about how youth with disabilities are identified and potential accommodations. The program description should include information about any evidence-based approaches will be employed and how the bidder will evaluate its performance and quality.</li> </ul>	20	
<ul style="list-style-type: none"> <li>Provide a description of the bidder's proposed clinical model of services</li> </ul>	20	
<ul style="list-style-type: none"> <li>Provide information about the nationally recognized model of de-escalation and crisis intervention and how this model supports the bidder's goal of zero use of restraint and seclusion</li> </ul>	5	
<ul style="list-style-type: none"> <li>Describe how the bidder will work with the DCF, and other community stakeholders (providers, organizations, and individuals).</li> </ul>	5	
<ul style="list-style-type: none"> <li>Provide a description of how feedback from youth and other clients, such as parents, will be received and evaluated.</li> </ul>	5	
<b>Section 2 A Total</b>	<b>55</b>	
<b>B. Program Cost</b>		
<b>Schedule A: Summary Program Costs</b> Use form Schedule A Budget Submittal Form to itemize your program costs. Include the total number of direct service and supervision FTEs funded by this contract as well as a daily cost per child (if relevant).	3	
<b>Schedule B: Detail of Expenses</b> In narrative form explain how figures for salary, benefits, phone, mileage, buildings and facilities were determined.	3	
<b>Schedule C: Allocation Methods</b> In narrative form, describe your method for allocating your administrative costs (not to exceed 13%).	3	
<b>Schedule D: Related Party Disclosure</b> <ul style="list-style-type: none"> <li>In narrative form, disclose all related party relationships including cost purpose and approval process.</li> </ul>	1	
<b>Section 2 B Total</b>	<b>10</b>	
<b>OVERALL TOTAL SCORE</b>	<b>100</b>	

- 3.6. **STATEMENT OF RIGHTS:** The State of Vermont reserves the right to obtain clarification or additional information necessary to properly evaluate a proposal. Vendors may be asked to give a verbal presentation of their proposal after submission. Failure of vendor to respond to a request for additional information or clarification could result in rejection of that vendor's proposal. To secure a project that is deemed to be in the best interest of the State, the State reserves the right to accept or reject any and all bids, in whole or in part, with or without cause, and to waive technicalities in submissions. The State also reserves the right to make purchases outside of the awarded contracts where it is deemed in the best interest of the State.
- 3.7. **CONTRACT TERMS:** The selected bidder(s) will be expected to sign a contract with the State, including the Standard Contract Form and Attachment C as attached to this RFP for reference. The contract will obligate the bidder to provide the services and/or products identified in its bid, at the prices listed.
- 3.7.1. **PAYMENT TERMS:** All invoices are to be rendered by the Contractor on the vendor's standard billhead and forwarded directly to the institution or agency ordering materials or services and shall specify the address to which payments will be sent. Payment terms are Net 30 days from receipt of an error-free invoice with all applicable supporting documentation. Percentage discounts may be offered for prompt payments of invoices; however, such discounts must be in effect for a period of 30 days or more in order to be considered in making awards.

4. **CONTENT AND FORMAT OF RESPONSES:** The content and format requirements listed below are the minimum requirements for State evaluation. These requirements are not intended to limit the content of a Bidder's proposal. Bidders may include additional information or offer alternative solutions for the State's consideration. However, the State discourages overly lengthy and costly proposals, and Bidders are advised to include only such information in their response as may be relevant to the requirements of this RFP.

4.1. **NUMBER OF COPIES:**

- 4.1.1. Submit one (1) electronic copy of your proposal to: [AHS.DCFFSDRFP@vermont.gov](mailto:AHS.DCFFSDRFP@vermont.gov), attention: Nancy Williams.
- 4.1.2. Your proposal must arrive at the Division (DCF) no later than 4 PM, December 12, 2019.
- 4.1.3. The bid should include an Applicant Information Sheet, Cover Letter, Technical Response and Pricing (Budget) Responses.

- 4.2. **APPLICANT INFORMATION SHEET:** This sheet (template attached) shall be included as the first page of the submitted proposal. It should be completed in its entirety.

4.3. **COVER LETTER:**

- 4.3.1. Confidentiality. To the extent your bid contains information you consider to be proprietary and confidential, you must comply with the following requirements concerning the contents of your cover letter and the submission of a redacted copy of your bid (or affected portions thereof).
- 4.3.2. The successful response will become part of the contract file and will become a matter of public record, as will all other responses received. If the response includes material that is considered by the bidder to be proprietary and confidential under the State's Public Records Act, 1 V.S.A. § 315 et seq., the bidder shall submit a cover letter that clearly identifies each page or section of the response that it believes is proprietary and confidential. The bidder shall also provide in their cover letter a written explanation **for each marked section** explaining why such material should be considered exempt from public disclosure in the event of a public records request, pursuant to 1 V.S.A. § 317(c), including the prospective harm to the competitive position of the bidder if the identified material were to be released. Additionally, the bidder must include a redacted copy of its response for portions that are considered proprietary and confidential. Redactions must be limited so that the reviewer may understand the nature of the information being withheld. It is typically inappropriate to redact entire pages, or to redact the titles/captions of tables and figures. Under no circumstances can the entire response be marked confidential, and the State reserves the right to disqualify responses so marked.



4.3.3. **Exceptions to Contract Terms and Conditions.** If the bidder wishes to propose an exception to any terms and conditions set forth in the Standard Contract Form and its attachments, such exceptions must be included in the cover letter to the RFP response. Failure to note exceptions when responding to the RFP will be deemed to be acceptance of the State contract terms and conditions. If exceptions are not noted in the response to this RFP but raised during contract negotiations, the State reserves the right to cancel the negotiation if deemed to be in the best interests of the State. Note that exceptions to contract terms may cause rejection of the proposal.

4.4. **BACKGROUND AND EXPERIENCE.** Provide details concerning the form of business organization, company size and resources; list all current or past State projects, and describe your organization's experience with these services, this community, the local system of care, DCF, and the proposed project or program.

If a Bidder intends to use subcontractors, the Bidder must identify in the proposal the names of the subcontractors, the portions of the work the subcontractors will perform, and address the background and experience of the subcontractor(s), as above.

4.5. **REFERENCES.** Provide the names, addresses, and phone numbers of at least three companies with whom you have transacted similar business in the last 12 months. You must include contact names who can talk knowledgeably about performance.

4.6. **REPORTING REQUIREMENTS:** Provide a sample of any reporting documentation that may be applicable to the Detailed Requirements of this RFP.

4.7. **PRICING:** Bidders shall submit their pricing information in the Price Schedule attached to the RFP. Bidders may be required to submit pricing information separate from their bid package if specifically required above.

4.8. **CERTIFICATE OF COMPLIANCE:** This form must be completed and submitted as part of the response for the proposal to be considered valid.

## 5. SUBMISSION INSTRUCTIONS:

5.1. **CLOSING DATE:** Bids must be received by email to [AHS.DCFFSDRFP@vermont.gov](mailto:AHS.DCFFSDRFP@vermont.gov) or at 280 State Drive, Waterbury Vermont, by the due date on the front page of this RFP.

5.2. The bid opening will be held at the Waterbury State Office Complex, 280 State Drive, in Waterbury on October 25, 2019 at 3:00 p.m., and is open to the public.

5.3. **SECURITY PROCEDURES:** Please be advised extra time will be needed when visiting and/or delivering information to the Waterbury State Office Complex. Should you plan to attend the bid opening, arrangements will need to be made 48 hours in advance through a request to the single point of contact to allow for admission to the building. All individuals visiting the complex must present a valid government issued photo ID when entering the facility.

5.4. **SEALED BID INSTRUCTIONS:** All bids must be sealed and MUST CLEARLY SHOW:

- THE REQUISITION NUMBER; OR
- THE PROPOSAL TITLE, OPENING DATE, AND NAME OF BIDDER.

5.4.1. All bidders are hereby notified that sealed bids must be received at time stamped by DCF/FSD by the time of the bid opening. Bids not in possession of the DCF/FSD at the time of the bid opening will be returned to the vendor, and will not be considered. **Any delay deemed caused by Security Procedures and courier/mail delivery service will be at the bidder's own risk.**

5.4.2. DCF/FSD may, for cause, change the date and/or time of bid openings or issue an addendum. If a change is made, the State will make a reasonable effort to inform all bidders by posting at: <http://www.vermontbidsystem.com>.

5.4.3. All bids will be publicly opened. Typically, the DCF/FSD will open the bid, read the name and address of the bidder, and read the bid amount. However, the DCF/FSD reserves the right to limit the information disclosed at the bid opening to the name and address of the bidder when, in its sole discretion, the DCF/FSD determines that the nature, type, or size of the bid is such that the DCF/FSD cannot immediately (at the opening) determine that the bids are in compliance with the RFP. As such, there will be cases in which the bid amount will not be read at the bid opening. Bid openings are open to members of the public. Bid results are a public record however, the bid results are exempt from disclosure to the public until the award has been made and the contract is executed.

## 5.5. DELIVERY METHODS:

**5.5.1. SECURITY PROCEDURES:** Note that security procedures concerning delivery of any mail or parcels to 280 State Drive may delay receipt of mail/parcel pieces by one business day.

5.5.2. U.S. MAIL: Bidders are cautioned that it is their responsibility to originate the mailing of bids in sufficient time to ensure bids are received and time stamped by the DCF/FSD prior to the time of the bid opening.

**5.5.3. EXPRESS DELIVERY:** If bids are being sent via an express delivery service, be certain that the RFP designation is clearly shown on the outside of the delivery envelope or box. Express delivery packages will not be considered received by the State until the express delivery package has been received and time stamped by DCF/FSD. **Due to security procedures express deliveries must be received by 10:30 AM in order to be received by DCF/FSD that same day.**

5.5.4. HAND DELIVERY: Hand carried bids shall be delivered to a representative of DCF/FSD prior to the bid opening.

5.5.5. ELECTRONIC: Electronic bids will be accepted. Bids will be accepted via email submission to the attention of Nancy Williams at [ahsdcffsd-rfp@vermont.gov](mailto:ahsdcffsd-rfp@vermont.gov). Bids must consist of a single email with a single, digitally searchable PDF or Microsoft software (word, excel) attachment containing all components of the bid. Multiple emails and/or multiple attachments will not be accepted. There is an attachment size limit of 40 MB. It is the Bidder's responsibility to compress the file containing its bid if necessary in order to meet this size limitation.

5.5.6. FAX BIDS: Faxed bids will not be accepted.

## 6. ATTACHMENTS:

6.1. Standard State Contract Form (*pages 11-17*)

6.2. Attachment C: Standard State Contract Provisions (December 15, 2017); Attachment D: Modification of Customary Provisions of Attachment C or Attachment F; Attachment E: Business Associate Agreement; Attachment F: Agency of Human Services' Customary Contract/Grant Provisions; Attachment J: Notification of Critical Incidents (*pages 18-37*)

6.3. Certificate of Compliance (*pages 38-40*)

6.4. Price Schedule (*page 41-42*)

6.5. Worker Classification Compliance Requirement (*page 43*)

6.6. Application Information Sheet (*page 44*)

6.7. RFP Submission Questions (*refer to Section 2, pages 3-4 for instructions*)



## 6.1 Standard State Contract Form

**STANDARD CONTRACT FOR SERVICES**

***(this is a DRAFT of the potential final agreement. Terms and conditions are subject to change based on the proposals received and the needs of the State.)***

1. **Parties.** This is a contract for services between the State of Vermont, Department for Children and Families, Family Services Division (hereinafter called "State"), and \_\_\_\_\_, with a principal place of business in \_\_\_\_\_, (hereinafter called "Contractor"). Contractor's form of business organization is \_\_\_\_\_. It is Contractor's responsibility to contact the Vermont Department of Taxes to determine if, by law, Contractor is required to have a Vermont Department of Taxes Business Account Number.

2. **Subject Matter.** The subject matter of this contract is services generally on the subject of in-state residential short-term and/or long-term residential services program and/or wrap around community-based service package for youth with serious emotional, behavioral or mental health needs. Detailed services to be provided by Contractor are described in Attachment A.

3. **Maximum Amount.** In consideration of the services to be performed by Contractor, the State agrees to pay Contractor, in accordance with the payment provisions specified in Attachment B, a sum not to exceed \$\_\_\_\_\_.

4. **Contract Term.** The period of Contractor's performance shall begin on May 1, 2020 and end on April 30, 2022, with the option of two one-year extensions.

5. **Prior Approvals.** This Contract shall not be binding unless and until all requisite prior approvals have been obtained in accordance with current State law, bulletins, and interpretations.

6. **Amendment.** No changes, modifications, or amendments in the terms and conditions of this contract shall be effective unless reduced to writing, numbered and signed by the duly authorized representative of the State and Contractor.

7. **Termination for Convenience.** This contract may be terminated by the State at any time by giving written notice at least thirty (30) days in advance. In such event, Contractor shall be paid under the terms of this contract for all services provided to and accepted by the State prior to the effective date of termination.

8. **Attachments.** This contract consists of \_\_\_\_ pages including the following attachments which are incorporated herein:

Attachment A – Statement of Work

Attachment B – Payment Provisions

Attachment C – "Standard State Provisions for Contracts and Grants" a preprinted form (revision date 12/15/2017)

Attachment D – Other Provisions (if any)

Attachment E – Business Associate Agreement (if applicable)

Attachment F – Agency of Human Services' Customary Contract/Grant Provisions

Additional attachments may be lettered as necessary

9. **Order of Precedence.** Any ambiguity, conflict or inconsistency between the documents comprising this contract shall be resolved according to the following order of precedence:



- (1) Standard Contract
- (2) Attachment D (if applicable)
- (3) Attachment C (Standard State Provisions for Contracts and Grants)
- (4) Attachment A
- (5) Attachment B
- (6) Attachment E – Business Associate Agreement
- (7) Attachment F

List other attachments, if any, in order of precedence

**WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT**

By the State of Vermont:

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: Christine Johnson

Title: DCF/FSD Deputy Commissioner  
(or Designee)

Email: christine.johnson@vermont.gov

By the Contractor:

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

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

Email: \_\_\_\_\_

STATE OF VERMONT STANDARD CONTRACT FOR SERVICES

Contract # \_\_\_\_\_

**ATTACHMENT A  
SPECIFICATIONS OF WORK TO BE PERFORMED**

**A. PROGRAM BACKGROUND & SERVICE DESCRIPTION**

Contractor will establish an in-state residential short-term and/or long-term residential services program and/or wrap around community-based service package for youth with serious emotional, behavioral or mental health needs, including youth in the custody of the Commissioner of the Department for Children and Families (DCF) who have been charged with or adjudicated as having committed a delinquent act. Contractor will review and support DCF to ensure the needs identified in the Agency of Human Services (AHS) report to the Vermont General Assembly on April 15, 2019 are met. <https://legislature.vermont.gov/assets/Legislative-Reports/Woodside-legislative-report-4.15.2019.pdf>.

**B. SERVICE GOALS & DESCRIPTION**

DCF recognizes the importance of serving youth in the least restrictive setting possible. When that is not an option due to a youth's needs or high-risk profile, a residential treatment setting or highly supervised community wrap is pursued for some period of time, with a focus on providing an appropriate level of trauma-informed treatment and stabilization to prepare a youth to step-down to a less restrictive alternative.

Contractor will meet the following goals and objectives. The goals of offering residential and/or community wrap supports to youth and families are:

1. Diligent efforts are made to serve youth in the community whenever possible.
2. Culturally responsive supports and services.
3. Gender responsive programming
4. Youth can safely return to the community in a timely fashion when a residential setting is no longer required.
5. Family partnership occurs in all aspects of the programming, when appropriate.
6. Best-practices, evidence-informed and evidence-based interventions are used that have been shown to reduce the need for residential placement.
7. After-care planning and supports are incorporated to ensure a successful transition.
8. Measurable reductions in the rate of re-hospitalization, re-institutionalization, re-arrests, re-adjudications and DCF custody incidents, if applicable.
9. Programming with a goal of zero uses of restraint and seclusion and use of a nationally recognized model for de-escalation and crisis intervention.

**Population Served**

1. Adolescent boys and girls ages 13 through 18.
2. History of trauma and exposure to violence.
3. Youth with high acuity, including:
  - a. Youth with self-harming behaviors, suicidal attempts and significant suicidal ideation
  - b. Youth with homicidal ideation
  - c. Youth with significant aggressive and/or violent behaviors
  - d. Youth with sexually harmful behaviors
4. Significant history of committing delinquent acts and propensity to reoffend in the future.
5. Behavioral/mental health diagnoses.
6. History of substance abuse.
7. History of running away from home, foster care and/or residential placements.
8. History of poor school performance.
9. History of conflict with caregivers.
10. Lower levels of job readiness and independent living skills.
11. Impulsivity; poor emotional regulation and inadequate decision-making skills.

**Care Concepts and Principles**

1. Aspires to be a no reject/no eject program for the defined population served.
2. Trauma-informed treatment.
3. Length of stay dependent on individual youth needs.

**Therapeutic & Clinical Treatment**

1. Provide for the child/youth's developmental, emotional, physical and educational needs including intensive trauma-informed mental health care, and access to on-going education at the appropriate developmental level.
2. Daily therapeutic programming that offers different modalities of evidence-based treatment specific to individual's mental health and developmental needs as well as daily living skills. Daily programming should provide clear expectations, structure and predictability to residents.
3. Access to therapeutic counseling and support.
4. Access to psychiatric services, medication oversight and consultation.
5. Follow national guidelines for treatment for specific mental health diagnoses and needs.
6. Train staff in evidence-based psychosocial interventions and in the use of family-centered care.
7. State what conditions the program does and does not treat and the type of treatment they are able to provide.

**Staffing Considerations**

1. Staffing should be multidisciplinary and culturally competent
2. Staffing that includes direct care staff and clinical staff who are trained mental health professionals
3. Staffing that includes a registered nurse, or access to nursing services, with at least one-year experience in mental health
4. Staffing that includes a medical director with licensure and experience working with adolescents

**Facility**

1. Number of beds will be 5 to 15.
2. Appropriate staff/youth ratio.
3. No locks on bedrooms.
4. No toilets in bedrooms.
5. Family visitation access 365 days/year.

**Environment**

1. Youth wear own clothes.
2. Family style meals.
3. Youth/staff help prepare meals together when possible.

**Education**

1. Licensed teachers.
2. Vocational programming.
3. College classes and readiness prep.
4. Credit recovery/GED prep

**C. PERFORMANCE MEASURES**

To Be Determined (TBD), but expect to include:

1. Contractor will collect data on treatment outcomes (for youth and family) and report that data to assess whether the facility is achieving positive treatment outcomes from the interventions provided. Outcome measurement occurs before or at admission, during treatment, and at a specific period after treatment in the program. There is a baseline year for measurement. Results will be utilized to develop future planning and implementation. Outcome measures to also include successful completion of the program and transition to identified step-down, employment and/or educational stability as well as other markers to be determined. Contractor will submit a quarterly report due: 5/15, 8/15, 11/15, 2/15 of the respective year.
2. 100%, Contractor will provide a clearly documented admission process, treatment and discharge planning with the goal to return the adolescent to the community.
3. 100%, Contractor will have written policies covering significant events such as injuries, elopements, restraints, seclusion as well as patient and/or family complaints.
4. Goal of zero use of restraint and seclusion and tracking of these incidents.
5. Licensure by RLSI and maintenance of license in good standing.

The State will notify the Contractor, if at any time during the contract period or upon review, the State believes the Contractor is not performing the terms as outlined in this contract. Notification may include a course of action such as a written amendment, remediation plan, or reduction in payment for failure to perform.

#### **E. PROGRAM ADMINISTRATION AND EVALUATION**

1. The Contractor shall submit the Plan of Care for each placed child/youth to the Program Manager for review and approval.
2. The Contractor shall submit an annual report following each year.
  - a. The annual reports shall be comprised of a brief narrative update addressing the overall status of the program, including information pertaining to:
    - i. What is going well;
    - ii. Statistics on the utilization of the acute crisis and evaluation program, including length of stay, use of seclusion and restraints, and statistics on runaways; and
    - iii. Any challenges faced by the Contractor during the year.
  - b. The quarterly reports shall be sent to the State Program Manager and copies should be sent to the Revenue Enhancement Unit at DCF, at [ahs.dcfbsdInvoicesREU@vermont.gov](mailto:ahs.dcfbsdInvoicesREU@vermont.gov).
  - c. Annual reports are due on the following schedule:

<b>Annual Report Schedule</b>	
<b>Term</b>	<b>Report Due On or Before</b>
May 1, 2020 – April 30, 2021	May 28, 2021
May 1, 2021 – April 30, 2022	May 28, 2022

3. Contractor will exercise a reasonable and prudent parent standard when determining whether to allow a child in foster care to participate in extracurricular, enrichment, cultural, and social activities as required by federal public law 113–183. Contractor will designate at least one employee who is authorized to apply a reasonable and prudent parent standard to decisions involving the participation of the child in age or developmentally appropriate activities, and who is provided with training in how to use and apply the reasonable and prudent parent standard. Contractor should refer to DCF Family Services Policy 75 for additional information and guidance: <http://dcf.vermont.gov/sites/dcf/files/FSD/Policies/75.pdf>.
4. Documentation and Reporting Requirements
  - a. Contractor will provide the initial Plan of Care, quarterly reports, and the discharge summary, sending copies to the State/local case worker and the CRC Contact.
  - b. The Contractor will follow the notification procedures as outlined in Attachment J.
  - c. Prison Rape Elimination Act (PREA). In accordance with State Licensing Regulations and §115.387 of the PREA National Standards, and as applicable to the Contractor, Contractor will



collect accurate and uniform data for every allegation of sexual abuse. Contractor will provide sexual abuse and sexual harassment data, admission and adjudication data, and the most recent version of the Survey of Sexual Violence conducted by the Department of Justice to the State Licensing Authority and Juvenile Justice Director no later than January 30 each calendar year. Additionally, Contractor will provide the number of youth served in the calendar year, and the number of those youth that were adjudicated delinquent (unduplicated count).

5. The State will notify the Contractor, if at any time during the contract period or upon review, the State believes the Contractor is not performing the terms as outlined in this contract. Notification may include a course of action such as a written amendment, remediation plan, or reduction in payment for failure to perform.

#### F. CONTRACT CONTACTS:

##### Contractor

##### *Person Authorized to Enter into Agreement:*

(Insert Name) (P): (E):

##### *Contract Manager:*

(Insert Name) (P): (E):

##### *Program Manager:*

(Insert Name) (P): (E):

##### *Financial Contact:*

(Insert Name) (P): (E):

##### State of Vermont

##### *Agreement Specialist:*

Nancy Williams (P): 802-585-5585 (E): nancy.williams@vermont.gov

##### *Residential Care Manager / Program Manager:*

Melanie D'Amico (P): 802-793-2416 (E): melanie.damico@vermont.gov

##### *Administrative Assistant:*

Lisa Nisen (P): 802-241-0874 (E): lisa.nisen@vermont.gov

*If contact information changes (people, phone number(s) or e-mail(s) during the agreement term, it is the responsibility of the Contractor to notify the Agreement Specialist.*

*All Financial Inquiries, please e-mail: **AHS.DCFFSDInvoicesREU@vermont.gov***

**ATTACHMENT B  
PAYMENT PROVISIONS**

The maximum dollar amount payable under this agreement is not intended as any form of a guaranteed amount. The Contractor will be paid for products or services specified in Attachment A, or services actually performed, up to the maximum allowable amount specified in this agreement. The payment schedule for delivered products, or rates for services performed, and any additional reimbursements, are included in this attachment. The following provisions specifying payments are:

Vermont payment terms are net 30 days from date of invoice. In addition, Vermont State Fiscal Year Close Out starts the last week of May/first week of June and runs through early July. During this period of time, no financial reports or invoices are processed for payment in the State of Vermont Vision system

**A. GENERAL PAYMENT INFORMATION**

**B. INVOICING, REPORTING AND PAYMENT SCHEDULE**

*Be sure to include language about the expectation of Contractor turn-around in regards to invoicing.*

**C. REMITTANCE ADDRESS FOR CONTRACTOR**

**D. INVOICES SHOULD BE SENT ELECTRONICALLY WITH A SIGNATURE TO**

***AHS.DCFFSDInvoicesREU@vermont.gov***

***Note: Payment Provisions will be determined as part of the agreement negotiations with the apparently successful bidder and prior to agreement execution.***

## 6.2 Attachment C: Standard State Contract Provisions (December 15, 2017)

**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:**

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

**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:

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

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

**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:**

**A. 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.

**B. 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.

- C. 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:

- A. 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.

- B. 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).

- C. 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:**

- A. 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.
- B. 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.

(End of Standard Provisions)



6.2 Attachment D: Modification of Customary Provisions of Attachment C or Attachment F

**ATTACHMENT D**  
**MODIFICATION OF CUSTOMARY PROVISIONS**  
**OF**  
**ATTACHMENT C OR ATTACHMENT F**

The insurance requirements contained in Attachment C, Section 8 are hereby modified:

1. The Party is required to have Professional Liability insurance that meets the following requirement:

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

2. Requirements of other Sections in Attachment C are hereby modified:

2. Requirements of Sections in Attachment F are hereby modified:

*Note: additional insurance requirements may be required upon the State risk management review. Contractor will be notified of any additional changes prior to the commencement of this agreement.*

## 6.2 Attachment E: Business Associate Agreement

**ATTACHMENT E  
BUSINESS ASSOCIATE AGREEMENT**

**SOV CONTRACTOR/GRANTEE/BUSINESS ASSOCIATE:**

**SOV CONTRACT NO.**                      **CONTRACT EFFECTIVE DATE: 02/01/2020**

This Business Associate Agreement ("Agreement") is entered into by and between the State of Vermont Agency of Human Services, operating by and through its Department for Children and Families, Family Services Division, ("Covered Entity") and Party identified in this Agreement as Contractor or Grantee above ("Business Associate"). This Agreement supplements and is made a part of the contract or grant ("Contract or Grant") to which it is attached.

Covered Entity and Business Associate enter into this Agreement to comply with the 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. Terms defined in this Agreement are italicized. Unless otherwise specified, when used in this Agreement, defined terms used in the singular shall be understood if appropriate in their context to include the plural when applicable.

"*Agent*" means an Individual acting within the scope of the agency of the *Business Associate*, in accordance with the Federal common law of agency, as referenced in 45 CFR § 160.402(c) and includes Workforce members and *Subcontractors*.

"*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 for "Business Associate" in 45 CFR § 160.103 and means Contractor or Grantee and includes its Workforce, *Agents* and *Subcontractors*.

"*Electronic PHI*" shall mean *PHI* created, received, maintained or transmitted electronically in accordance with 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*" ("*PHI*") shall have the meaning given in 45 CFR § 160.103, limited to the *PHI* created or received by *Business Associate* from or on behalf of Covered Entity.

"*Required by Law*" means a mandate contained in law that compels an entity to make a use or disclosure of *PHI* and that is enforceable in a court of law and shall have the meaning given in 45 CFR § 164.103.

"*Report*" means submissions required by this Agreement as provided in section 2.3.

"*Security Incident*" means the attempted or successful unauthorized Access, Use, Disclosure, modification, or destruction of Information or interference with system operations in an Information System relating to *PHI* in accordance with 45 CFR § 164.304.

"*Services*" includes all work performed by the *Business Associate* for or on behalf of Covered Entity that requires the Use and/or Disclosure of *PHI* to perform a *Business Associate* function described in 45 CFR § 160.103.

"*Subcontractor*" means a Person to whom *Business Associate* delegates a function, activity, or service, other than in the capacity of a member of the workforce of such *Business Associate*.

"*Successful Security Incident*" shall mean a *Security Incident* that results in the unauthorized Access, Use, Disclosure, modification, or destruction of information or interference with system operations in an Information System.

"*Unsuccessful Security Incident*" shall mean a *Security Incident* such as routine occurrences that do not result in unauthorized Access, Use, Disclosure, modification, or destruction of information or interference with system operations in an Information System, such as: (i) unsuccessful attempts to penetrate computer networks or services maintained by *Business Associate*; and (ii) immaterial incidents such as pings and other broadcast attacks on *Business Associate's* firewall, port scans, unsuccessful log-on attempts, denials of service and any combination of the above with respect to *Business Associate's* Information System.

"*Targeted Unsuccessful Security Incident*" means an *Unsuccessful Security Incident* that appears to be an attempt to obtain unauthorized Access, Use, Disclosure, modification or destruction of the Covered Entity's *Electronic PHI*.

## **2. Contact Information for Privacy and Security Officers and Reports.**

2.1 *Business Associate* shall provide, within ten (10) days of the execution of this Agreement, written notice to the Contract or Grant manager the names and contact information of both the HIPAA Privacy Officer and HIPAA Security Officer of the *Business Associate*. This information must be updated by *Business Associate* any time these contacts change.

2.2 Covered Entity's HIPAA Privacy Officer and HIPAA Security Officer contact information is posted at: <http://humanservices.vermont.gov/policy-legislation/hipaa/hipaa-info-beneficiaries/ahs-hipaa-contacts/>

2.3 *Business Associate* shall submit all *Reports* required by this Agreement to the following email address: [AHS.PrivacyAndSecurity@vermont.gov](mailto:AHS.PrivacyAndSecurity@vermont.gov)

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

3.1 Subject to the terms in this Agreement, *Business Associate* may Use or Disclose *PHI* to perform *Services*, as specified in the Contract or Grant. Such Uses and Disclosures are limited to the minimum necessary to provide the *Services*. *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* and only in compliance with applicable laws and regulations.

3.2 *Business Associate* may make *PHI* available to its Workforce, *Agent* and *Subcontractor* who need Access to perform *Services* as permitted by this Agreement, provided that *Business Associate* makes them aware of the Use and Disclosure restrictions in this Agreement and binds them to comply with such restrictions.

3.3 *Business Associate* shall be directly liable under HIPAA for impermissible Uses and Disclosures of *PHI*.

4. **Business Activities.** *Business Associate* may Use *PHI* if necessary for *Business Associate's* proper management and administration or to carry out its legal responsibilities. *Business Associate* may Disclose *PHI* 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 such *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 to notify *Business Associate*, within five (5) business days, in writing of any *Breach* of Unsecured *PHI* of which it is aware. Such Uses and Disclosures of *PHI* must be of the minimum amount necessary to accomplish such purposes.

## **5. Electronic PHI Security Rule Obligations.**

5.1 With respect to *Electronic PHI*, *Business Associate* shall:

- a) Implement and use Administrative, Physical, and Technical Safeguards in compliance with 45 CFR sections 164.308, 164.310, and 164.312;
- b) Identify in writing upon request from Covered Entity all the safeguards that it uses to protect such Electronic PHI;
- c) Prior to any Use or Disclosure of *Electronic PHI* by an *Agent* or *Subcontractor*, ensure that any *Agent* or *Subcontractor* to whom it provides *Electronic PHI* agrees in writing to implement and use Administrative, Physical, and Technical Safeguards that reasonably and appropriately protect the Confidentiality, Integrity and Availability of Electronic PHI. 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*, and be provided to Covered Entity upon request;
- d) Report in writing to Covered Entity any *Successful Security Incident* or *Targeted Security Incident* as soon as it becomes aware of such incident and in no event later than five (5) business days after such awareness. Such report shall be timely made notwithstanding the fact that little information may be known at the time of the report and need only include such information then available;
- e) Following such report, provide Covered Entity with the information necessary for Covered Entity to investigate any such incident; and
- f) Continue to provide to Covered Entity information concerning the incident as it becomes available to it.

5.2 Reporting *Unsuccessful Security Incidents*. *Business Associate* shall provide Covered Entity upon written request a *Report* that: (a) identifies the categories of Unsuccessful Security Incidents; (b) indicates whether *Business Associate* believes its current defensive security measures are adequate to address all Unsuccessful Security Incidents, given the scope and nature of such attempts; and (c) if the security measures are not adequate, the measures *Business Associate* will implement to address the security inadequacies.

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

## **6. Reporting and Documenting Breaches**

6.1 *Business Associate* shall *Report* to Covered Entity any *Breach* of Unsecured *PHI* as soon as it, or any Person to whom *PHI* is disclosed under this Agreement, becomes aware of any such *Breach*, and in no event later than five (5) business days after such awareness, except when a law enforcement official determines that a notification would impede a criminal investigation or cause damage to national security. Such *Report* shall be timely made notwithstanding the fact that little information may be known at the time of the *Report* and need only include such information then available.

6.2 Following the *Report* described in 6.1, *Business Associate* shall conduct a risk assessment and provide it to Covered Entity with a summary of the event. *Business Associate* shall provide Covered Entity with the names of any *Individual* 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 *Individual*, as set forth in 45 CFR § 164.404(c). Upon request by Covered Entity, *Business Associate* shall provide 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.

6.3 When *Business Associate* determines that an impermissible acquisition, Access, Use or Disclosure of *PHI* for which it is responsible is not a *Breach*, and therefore does not necessitate notice to the impacted *Individual*, it shall document its assessment of risk, conducted as set forth in 45 CFR § 402(2). *Business Associate* shall make its risk assessment available to Covered Entity upon request. It shall include 1) the name of the person 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.



**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*. *Business Associate* shall make its mitigation and corrective action plans available to Covered Entity upon request.

**8. Providing Notice of Breaches.**

8.1 If Covered Entity determines that a *Breach* of *PHI* for which *Business Associate* was responsible, and if requested by Covered Entity, *Business Associate* shall provide notice to the *Individual* whose *PHI* has been the subject of the *Breach*. When so requested, *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. *Business Associate* shall be responsible for the cost of notice and related remedies.

8.2 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.

8.3 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).

8.4 *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* to require compliance with HIPAA and to ensure *Business Associate* and *Subcontractor* comply with the terms and conditions of this Agreement. *Business Associate* must enter into such written agreement before any Use by or Disclosure of *PHI* to such *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 *PHI*. *Business Associate* shall provide a copy of the written 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 five (5) 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 five (5) 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 five (5) 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* available to the Secretary of Health and Human Services (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 the *PHI* is destroyed or returned to Covered Entity subject to Section 18.8.

14.2 If *Business Associate* fails to comply with any material term of this Agreement, Covered Entity may provide an opportunity for *Business Associate* to cure. If *Business Associate* does not cure within the time specified by Covered Entity or if Covered Entity believes that cure is not reasonably possible, Covered Entity may immediately terminate the Contract or Grant without incurring liability or penalty for such termination. If neither termination nor cure are feasible, Covered Entity shall report the breach to the Secretary of HHS. Covered Entity has the right to seek to cure such failure by *Business Associate*. Regardless of whether Covered Entity cures, it retains any right or remedy available at law, in equity, or under the Contract or Grant and *Business Associate* retains its responsibility for such failure.

**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, *PHI* 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 *PHI*. *Business Associate* shall certify in writing and report to 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 report to Covered Entity any conditions that *Business Associate* believes make the return or destruction of *PHI* infeasible. *Business Associate* shall extend the protections of this Agreement to such *PHI* and limit further Uses and Disclosures to those purposes that make the return or destruction infeasible for so long as *Business Associate* maintains such *PHI*.

**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 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 Covered Entity's 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. Miscellaneous.**

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

18.2 Each party shall cooperate with the other party to amend this Agreement from time to time as is necessary for such party to comply with the Privacy Rule, the Security Rule, or any other standards promulgated under HIPAA. This Agreement may not be amended, except by a writing signed by all parties hereto.

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

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

18.5 *Business Associate* shall not have or claim any ownership of *PHI*.

18.6 *Business Associate* shall abide by the terms and conditions of this Agreement with respect to all *PHI* even if some of that information relates to specific services for which *Business Associate* may not be a "*Business Associate*" of Covered Entity under the Privacy Rule.

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

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

Rev. 05/21/2019

## 6.2 Attachment F: Agency of Human Services' Customary Contract/Grant Provisions

**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

## 6.2 Attachment J: Notification of Critical Incidents

**ATTACHMENT J**  
**NOTIFICATION of CRITICAL INCIDENTS**

<b>INCIDENTS REQUIRING NOTIFICATION AND DOCUMENTATION I.E. AN "INCIDENT" FORM, HOWEVER NAMED</b>	<b>PARENT (UNLESS CONTRA - INDICATED &amp; SUCH IS DOCUMENTED; REG (203)</b>	<b>DCF DISTRICT SOCIAL WORKER  ESP (IF AFTER HOURS)</b>	<b>LOCAL DESIGNATED AGENCY (MH/DS) CASE MANAGER</b>	<b>CRC CONTACT</b>	<b>CENTRAL INTAKE EMERGENCY SERVICES (CIES)  (800) 649-5285</b>	<b>LICENSING AUTHORITY (RLSI)</b>
Death of a resident	X*	X	X	X		X
Death of an employee while employee was on duty	X*			X		X
Incident requiring immediate medical attention	X	X	X	X		X
Suicide attempt or mental health crisis that require mental health screening	X	X	X			
Mental Health Screening that results in emergency change in placement	X	X	X	X		
Use of physical restraint and/or seclusion	X	X		X*		
Attempted runaway	X	X				
Runaway (successful) or AWOL	X	X	X	X		
Police intervention that results in charges and/or emergency change in placement	X	X	X	X		
Allegations of physical and/or sexual abuse which occurred at the facility	X	▲		▲	X	▲
Allegations of physical and/or sexual abuse that occurred other than at the facility	X	X			X	▲
Sexual activity between residents at the facility or in the care of the facility	X	▲		▲	X	▲
Medication dispensation errors	X	X				X
Potential Media Involvement	X*	X*		X		X
Other: See RTP Regulations 120, 125						X

\* As appropriate to circumstances

▲ Notified via CIES report

Other:

Regulations 120: "A Residential Treatment Program shall immediately, or as soon as reasonable, report to the Licensing Authority incidents that could potentially affect the safety, physical or emotional welfare of children/youth within the program. Written report shall follow verbal report within 24 hours."

Regulation 125: "Residential Treatment Program shall report, verbally and in writing within 24 hours to the Licensing Authority incidents where the program knowingly or negligently violates licensing regulations."

Rev: 2/29/12



## 6.3 Certificate of Compliance

Page 1 of 3

**CERTIFICATE OF COMPLIANCE**

**For a bid to be considered valid, this form must be completed in its entirety, executed by a duly authorized representative of the bidder, and submitted as part of the response to the proposal.**

- A. **NON COLLUSION:** Bidder hereby certifies that the prices quoted have been arrived at without collusion and that no prior information concerning these prices has been received from or given to a competitive company. If there is sufficient evidence to warrant investigation of the bid/contract process by the Office of the Attorney General, bidder understands that this paragraph might be used as a basis for litigation.
- B. **CONTRACT TERMS:** Bidder hereby acknowledges that is has read, understands and agrees to the terms of this RFP, including Attachment C: Standard State Contract Provisions, and any other contract attachments included with this RFP.

- C. **FORM OF PAYMENT:** Does Bidder accept the Visa Purchasing Card as a form of payment?

\_\_\_\_ Yes \_\_\_\_ No

- D. **WORKER CLASSIFICATION COMPLIANCE REQUIREMENT:** In accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54), the following provisions and requirements apply to Bidder when the amount of its bid exceeds \$250,000.00.

**Self-Reporting.** Bidder hereby self-reports the following information relating to past violations, convictions, suspensions, and any other information related to past performance relative to coding and classification of workers, that occurred in the previous 12 months.

Summary of Detailed Information	Date of Notification	Outcome

**Subcontractor Reporting.** Bidder hereby acknowledges and agrees that if it is a successful bidder, prior to execution of any contract resulting from this RFP, Bidder will 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), and Bidder will provide any update of such list to the State as additional subcontractors are hired. Bidder further acknowledges and agrees that the failure to submit subcontractor reporting in accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54) will constitute non-compliance and may result in cancellation of contract and/or restriction from bidding on future state contracts.

**E. Executive Order 05 – 16: Climate Change Considerations in State Procurements Certification**

**Bidder certifies to the following (Bidder may attach any desired explanation or substantiation. Please also note that Bidder may be asked to provide documentation for any applicable claims):**

1. Bidder owns, leases or utilizes, for business purposes, space that has received:
  - ☐ Energy Star® Certification
  - ☐ LEED®, Green Globes®, or Living Buildings Challenge<sup>SM</sup> Certification
  - ☐ Other internationally recognized building certification:

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2. Bidder has received incentives or rebates from an Energy Efficiency Utility or Energy Efficiency Program in the last five years for energy efficient improvements made at bidder's place of business. Please explain:
 

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3. Please Check all that apply:
  - ☐ Bidder can claim on-site renewable power or anaerobic-digester power ("cow-power"). Or bidder consumes renewable electricity through voluntary purchase or offset, provided no such claimed power can be double-claimed by another party.
  - ☐ Bidder uses renewable biomass or bio-fuel for the purposes of thermal (heat) energy at its place of business.
  - ☐ Bidder's heating system has modern, high-efficiency units (boilers, furnaces, stoves, etc.), having reduced emissions of particulate matter and other air pollutants.
  - ☐ Bidder tracks its energy consumption and harmful greenhouse gas emissions. What tool is used to do this? \_\_\_\_\_
  - ☐ Bidder promotes the use of plug-in electric vehicles by providing electric vehicle charging, electric fleet vehicles, preferred parking, designated parking, purchase or lease incentives, etc..
  - ☐ Bidder offers employees an option for a fossil fuel divestment retirement account.
  - ☐ Bidder offers products or services that reduce waste, conserve water, or promote energy efficiency and conservation. Please explain: \_\_\_\_\_

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4. Please list any additional practices that promote clean energy and take action to address climate change:
 

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**F. Acknowledge receipt of the following Addenda:**

Addendum No.: \_\_\_\_\_ Dated: \_\_\_\_\_

Addendum No.: \_\_\_\_\_ Dated: \_\_\_\_\_

Addendum No.: \_\_\_\_\_ Dated: \_\_\_\_\_

Bidder Name: \_\_\_\_\_ Contact Name: \_\_\_\_\_

Address: \_\_\_\_\_ Fax Number: \_\_\_\_\_

\_\_\_\_\_ Telephone: \_\_\_\_\_

\_\_\_\_\_ E-Mail: \_\_\_\_\_

By: \_\_\_\_\_ Name: \_\_\_\_\_

Signature of Bidder (or Representative)

(Type or Print)

**END OF CERTIFICATE OF COMPLIANCE**

## 6.4. Price Schedule

**PRICE SCHEDULE / SCHEDULE A  
SUMMARY OF COSTS****RFP/PROJECT: #03440-20FSD-248****BUDGET SUBMITTAL FORM**

<b>BUSINESS NAME:</b>			
<b>CONTACT NAME AND NUMBER:</b>			
<b>NAME OF DCF OFFICE/ DISTRICT BEING SERVED:</b>			
<b>LINE #</b>	<b>BUDGET CATEGORY</b>	<b>PAID HOURS</b>	<b>TOTAL COST</b>
<b>DIRECT PROGRAM COSTS SALARIES:</b>			
1			
2			
3			
4			
5			
6	<b>TOTAL SALARIES</b>		
7	<b>FRINGE BENEFITS</b>		
8	<b>% OF SALARIES</b>		
<b>DIRECT OPERATING:</b>			
9	<b>CONTRACTED- PERSONNEL</b>		
10	<b>CONTRACTED - SERVICES</b>		
11	<b>TELEPHONE/ CELL PHONE</b>		
12	<b>SUPPLIES</b>		
13	<b>TRAVEL</b>		
14	<b>TRAINING</b>		
15	<b>BUILDING RENT OR MORTGAGE/UTILITIES (ONLY IF NOT CO-LOCATED)</b>		
16	<b>INSURANCE</b>		
17	<b>PRINTING</b>		
18	<b>POSTAGE</b>		
19	<b>ACTIVITIES (FOR COMMUNITY SKILLS WORK)</b>		
20	<b>TOTAL OPERATING</b>		
21	<b>TOTAL DIRECT COSTS</b>		
<b>INDIRECT ALLOCATIONS:</b>			
22	<b>ADMINISTRATION (Not to exceed 13% unless bidder has federally approved indirect rate)</b>		
23	<b>IT EQUIPMENT</b>		
24	<b>REPAIR &amp; MAINTENANCE</b>		
26	<b>TOTAL INDIRECT</b>		
27	<b>TOTAL COSTS</b>		
28	<b>TOTAL FTEs</b>		

(Schedules B, C and D are to be included in the proposal packet)

**SCHEDULE A\*: BUDGET SUBMITTAL FORM INSTRUCTION****General Instructions:**

The Budget Submittal Form is a generic form designed to best fit all Program Proposals. **Please read the program specifications carefully and follow the format to ensure that each budget item is considered for submittal**

**Form A Detailed Instruction:****Lines 1-6 – Salaries**

1-5 – Enter position titles in Column B. Enter paid hours for the contract period in Column C. Enter total salary for each position for the contract period.

6 – Sum of lines 1 –5

**Line 7 – Fringe Benefits**

Enter the total fringe benefits to be paid for the total salaries on line 5 (*max 25% – 33%*)

**Line 8 - % of Salaries**

Line 7/Line 5

**Lines 9-20 – Direct Operating**

9-19 – Enter the total to be paid for each line item during the contract period. Include any additional items not included in 9-15 on lines 16-19.

20 – Sum of lines 9-19.

**Line 21 – Total Direct Costs**

Sum of lines 6, 7, and 20.

**Lines 22-26 – Indirect Allocations**

22-25 – Enter the total company costs to be allocated to this program for the contract period. Include any additional items not included in 22-23 on lines 24-25.

26 – Sum of lines 22-25.

**7). Line 27 – Total Costs****8.) Line 28 – Total number of FTEs funded by this contract**

**\*A completed Summary of Costs is to be included in the Proposal Packet.**

**SCHEDULE B****DETAIL OF EXPENSES**

In narrative form explain how figures for salary, benefits, phone, mileage, buildings and facilities were determined.

**SCHEDULE C****ALLOCATION OF EXPENSES**

In narrative form, describe your method for allocating your administrative costs.

**SCHEDULE D****RELATED PARTY DISCLOSURE**

Please identify all related party relationships including cost purpose and approval process.

Name of Bidder: \_\_\_\_\_

Signature of Bidder: \_\_\_\_\_

Date: \_\_\_\_\_



## 6.5 Worker Classification Compliance Requirement

**WORKER CLASSIFICATION COMPLIANCE REQUIREMENT****Self Reporting  
Form 1 of 1**

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

The Department of Buildings and General Services in accordance with Act 54, Section 32 of the Acts of 2009 and for total projects costs exceeding \$250,000.00, requires bidders comply with the following provisions and requirements.

Bidder is required to self report the following information relating to past violations, convictions, suspensions, and any other information related to past performance relative to coding and classification for worker's compensation. The state is requiring information on any violations that occurred in the previous 12 months.

Summary of Detailed Information	Date of Notification	Outcome

**WORKER CLASSIFICATION COMPLIANCE REQUIREMENT:** Bidder hereby certifies that the company/individual is in compliance with the requirements as detailed in Act 54, Section 32 of the Acts of 2009.

Date: \_\_\_\_\_

Name of Company: \_\_\_\_\_

Contact Name: \_\_\_\_\_

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

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

\_\_\_\_\_

Phone Number: \_\_\_\_\_

E-mail: \_\_\_\_\_

Fax Number: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Signature (Bid Not Valid Unless Signed)\*

(Type or Print)

\*Form must be signed by individual authorized to sign on the bidder's behalf.

6.6. Application Information Sheet

DEPARTMENT FOR CHILDREN AND FAMILIES

APPLICANT INFORMATION SHEET

**NOTE:** This sheet should be completed in its entirety and included as the first page of the submitted proposal.

**Applicant Organization:** \_\_\_\_\_

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

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

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

Town, State, ZIP: \_\_\_\_\_

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

E-mail Address: \_\_\_\_\_

**Fiscal Agent (Organization Name):** \_\_\_\_\_

FY Starts: \_\_\_\_\_ FY Ends: \_\_\_\_\_

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

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

Town, State, ZIP: \_\_\_\_\_

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

E-mail Address: \_\_\_\_\_

Federal Tax ID Number: \_\_\_\_\_

**Whom should we contact if we have questions about this application?**

Name \_\_\_\_\_ Phone Number \_\_\_\_\_

E-mail \_\_\_\_\_