

Vermont Agency of Human Services
Vermont Department of Health, Division of Substance Use Programs
280 State Drive | Waterbury VT 05676
www.healthvermont.gov

SEALED BID

REQUEST FOR PROPOSAL

Co-occurring Recovery Campus

ISSUE DATE	MARCH 31, 2025
<u>MANDATORY</u> BIDDERS CONFERENCE	APRIL 10, 2025 – TIME 11:00 AM (EST) Microsoft Teams Need help? Join the meeting now Meeting ID: 289 583 252 781 Passcode: oG2gs3DM Dial in by phone +1 802-552-8456,652550120# United States, Montpelier Phone conference ID: 652 550 120#
QUESTIONS DUE	APRIL 14, 2025 – 3:00 PM (EST)
RFP RESPONSES DUE BY	MAY 9, 2025 – 4:00 PM (EST)

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

<https://www.vermontbusinessregistry.com/>

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: Emily Trutor
Vermont Department of Health
Division of Substance Use Programs

E-MAIL: AHS.VDHDSUProviderSummary@vermont.gov

1. OVERVIEW:

- 1.1. **SCOPE AND BACKGROUND:** Through this Request for Proposal (RFP) the Vermont Department of Health (hereinafter the “Department” or “State”) is seeking to establish grants with one or more companies that can provide recovery housing partnered with co-occurring substance use disorder, mental health services, and physical health services with a 15-bed recovery campus.
- 1.2. **GRANT PERIOD:** Grants arising from this RFP will be for a period of one year. The Department anticipates the start date for such grants(s) will be July 1, 2025.
- 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. **MANDATORY BIDDERS’ CONFERENCE:** A **mandatory** bidders’ conference will be held remotely at the date and time indicated on the front page of this RFP. At a minimum, a representative from the lead potential RFP respondents organization **must** attend the bidders’ conference in order to submit a proposal.
- 1.5. **QUESTION AND ANSWER PERIOD:** Any bidder 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 questions indicated on the front 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 <https://www.vermontbusinessregistry.com/>. 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. All information provided by vendors during this process will be public and bidders shall not provide confidential information, except as described in 4.1 below.
- 1.6. **CHANGES TO THIS RFP:** Any modifications to this RFP will be made in writing by the State through the issuance of an Addendum to this RFP and posted online at <https://www.vermontbusinessregistry.com/>. Modifications from any other source are not to be considered. It is the vendor’s responsibility to check this website for postings.
- 1.7. **SOURCE OF FUNDS:** Funding for this program requires a State of Vermont State Fiscal Year 2026 appropriation. The State anticipates a funding decision on or before June 30, 2025.

2. DETAILED REQUIREMENTS/DESIRED OUTCOMES:

- 2.1. The State of Vermont is interested in obtaining bids to meet the following business need(s):

The State recognizes that the need for person-centered high-quality services delivered to individuals with or at risk of substance use disorder and continues to expand service offerings across the entire continuum of prevention, intervention, treatment and recovery. Although the State has a dedicated array of service providers that serve individuals across the continuum of care, there are still gaps in service and, at times, complications in transitioning between levels of care. Many of these gaps can be attributed to the geographic landscape of the state (large rural areas as well as some larger-population centers) and the existing workforce available in the state to deliver services.

The State is interested in service design and delivery, including care coordination techniques that have been used in other jurisdictions that could be applied to Vermont’s unique situation. The State is also interested in learning from existing service providers about where they see the greatest opportunity for innovation in the delivery of recovery housing in combination with services related to substance use disorder.

The State is seeking proposals that include program design, service package descriptions, and budget proposals to support the development and implementation of a 15-bed Co-occurring Recovery Campus.

Recovery Campus services, at a minimum, must include:

- **On-site Recovery Housing (15 beds):** High quality, certified recovery housing. Recovery Housing is defined as a safe, home-like residential environment that promotes individual recovery through positive peer group interactions among house members and staff. Recovery Housing is affordable, substance free, and allows the house members or residents to continue to develop their individual recovery plans and become self-supporting, with the ultimate goal of transitioning to permanent housing.

- Coordinated access to medically necessary American Society of Addiction Medicine (ASAM) **Substance Use Disorder Outpatient and Intensive Outpatient** clinical services, coordinated through the Vermont Preferred Provider Network.

A Preferred Provider is an organization that has attained a certificate from the Vermont Department of Health and has an existing contract or grant from the Department to provide treatment for substance use disorder. A list of Preferred Providers is available at:

<https://www.healthvermont.gov/alcohol-drugs/how-get-help/find-treatment>

- Coordinated **Mental Health** screening, clinical services as appropriate, and referrals.
- **Coordination of medications** for substance use disorder services, including medications for opioid use disorder (MOUD), medications for alcohol use disorder (MAUD), and mental health conditions; and medications for physical health conditions.
- Coordinated **Employment Services**, provided in partnership with Vermont's Department of Disabilities, Aging, and Independent Living's Hireability program.
- Coordinated **Physical Health** care screening and referrals.
- Coordinated **Recovery Support Services** (RSS) coordinated through local Recovery Centers funded by the Department: Recovery Support Services are a set of culturally competent, non-clinical, evidence-based activities coordinated in accordance with a written individualized recovery plan of care that documents the substance use disorder and reflects the needs and preferences of the individual in achieving the specific, individualized goals that have measurable results and are specified in the plan. The type of services provided can include a range of social and other services that facilitate recovery, wellness, linkage to services providers, and other supports shown to improve quality of life for people, and their families, in and seeking recovery from substance use.
- Coordinated **Life Skills training**: Life skills training for adults is a way to learn practical skills that can help people navigate the challenges of adulthood. These skills can help people in both their personal and professional lives. Examples include, but are not limited to:
 - Self-care
 - Meal planning and preparation
 - Emotional intelligence
 - Time management
 - Budgeting, Financial literacy, Money management
 - Communication
 - Decision-making
 - Household chores and maintenance
 - Problem solving
- **Transportation** provision and/or coordination to off-site components of care/recovery plan.

2.2 Organizations must comply with relevant federal, state and local laws and regulations associated with the services described in this RFP.

2.3 Organizations must, at a minimum, comply with:

2.3.1 42 CFR Part 2, Confidentiality of Records: (<https://www.ecfr.gov/current/title-42/part-2>)

2.3.2 45 CFR Part 164, HIPAA Privacy Regulations: (<https://www.ecfr.gov/current/title-45/subtitle-A/subchapter-C/part-164>)

2.3.3 Vermont Alliance for Recovery Residences (VTARR) Certification Standards: <https://vtarr.org/certification.php>

2.4 Implementation Year Deliverables and Performance Measures*

Grant agreement(s) issued to successful bidder(s) will include, at a minimum, the following implementation year deliverables.

Implementation Year Deliverables
1. Finalize entrance and exit criteria, staff training and credential requirements, and data collection processes (e.g., intake and exit information, numbers served, occupancy, etc.), ensuring no additional barriers to service are created, within 60 days of <i>grant execution</i> .
2. 100% of staff, including staff at any subgrantees, fulfill relevant training and credentials within 120 days of <i>funding receipt</i> OR within 30 days from the date of hire, as outlined in the staff training and credential requirements.
3. Identify, engage, and establish partnerships through MOUs to fulfill 100% of required services within 60 days of <i>funding receipt</i> .
4. Implement all required services, in-house or through partnerships, including Recovery Housing, Substance Use Disorder Outpatient and Intensive Outpatient Clinical Services, Mental Health Screening, Medication Coordination (including MOUD and MAUD), Employment Services, Physical Health, Recovery Support Services, Life Skills Training and Transportation within ___ days of <i>funding receipt</i> (target to be negotiated in the grant agreement).
5. Serve the first individual within ___ days of <i>funding receipt</i> (target to be negotiated in the grant agreement).
6. Upon successful exit from the recovery campus, 100% of individuals receive a transition plan with connections to recovery, housing and employment support and physical health, mental health and MOUD/MAUD management providers, as needed.
7. By the end of quarter two (12/31/2025), identify 3 potential sources of external funding i.e., outside of State funding.

Grant agreement(s) issued to successful bidder(s) will include, at a minimum, the following performance measures.

Performance Measures
Within 3 months of the first service delivery, reach and maintain a monthly occupancy rate of 80% or higher for the remainder of the grant period.
A minimum of 80% of people retained 3 days or longer will complete the intake process within 3 days of successful enrollment.
The annual staff retention rate is 50% or higher at the end of the grant year.
75% of individuals who successfully exit will transition to permanent housing.

***Final implementation year deliverables and performance measures are contingent on the accepted RFP proposal and estimated timeline for implementation.**

3. GENERAL REQUIREMENTS:

3.1. **BUDGET PROPOSAL:** Bidders must submit a budget narrative in the format required by this RFP. The funding for this scope of work is as follows, pending fiscal year 2026 State budget authorization.

3.1.1. The budget proposal must reflect one-time start-up costs, direct operating costs, other sources of revenue and in-kind costs if applicable, not to exceed:

One-time start-up costs: \$500,000.00 SFY26 Operating Budget: \$1,500,000.00

3.2. **STATEMENT OF RIGHTS:** The State shall have the authority to evaluate proposals 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. The State of Vermont reserves the right to obtain clarification or additional information necessary to properly evaluate a proposal. Failure of bidder to respond to a request for additional information or clarification could result in rejection of that bidder'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 grants where it is deemed in the best interest of the State.

3.2.1. **Presentation.** An in-person or webinar presentation by the Bidder may be required by the State if it will help the State's evaluation process. The State will factor information presented during

presentations into the evaluation. Bidders will be responsible for all costs associated with providing the presentation.

3.3. CONFLICTS OF INTEREST:

3.3.1. **Organizational Conflict of Interest (OCOI):** An OCOI arises when a bidder as a business entity has interests (for example, customers, partners, agreements) that could undermine, or reasonably be perceived to undermine, its faithful and unbiased performance of a grant with the State that may result from this solicitation.

3.3.2. **Personal Conflict of Interest (PCOI):** A PCOI arises when an interest held by an individual, agent or employee of a bidder could undermine, or reasonably be perceived to undermine, its faithful and unbiased performance of a grant with the State that may result from this solicitation.

3.3.3. **Requirements:** The State does not seek to grant with any individual or business entity having a conflict of interest which cannot be mitigated to the State's satisfaction. To ensure the State's awareness of actual, potential, or reasonably perceived PCOIs and OCOIs, bidders shall:

- a) Prior to submitting a proposal, conduct an internal review of its current affiliations and activities and identify actual, potential, or reasonably perceived PCOIs or OCOIs relative to a grant with the State that may result from this solicitation.
- b) Disclose in your proposal any actual or potential PCOI or OCOI or the existence of any facts that may cause a reasonably prudent person to perceive a PCOI or OCOI with respect to a grant with the State that may result from this solicitation. Disclose, also, any actions proposed to mitigate the PCOI or OCOI.

3.3.4. The State shall have sole discretion to determine whether a PCOI or OCOI can be mitigated to the State's satisfaction and may discuss the conflict with the bidder if and to the extent the State deems discussion necessary to its determination. The State reserves the right to (a) reject from further consideration any proposal having a PCOI or OCIO that cannot be mitigated to the State's full satisfaction and (b) terminate a grant upon discovery that a grantee failed to disclose facts pertaining to a PCOI or OCOI in its proposal, or otherwise misrepresented relevant information to the State.

3.4. **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.

3.4.1. **Subgrantee/subcontractor Reporting:** For bid amounts exceeding \$250,000.00, Bidders are hereby notified that upon award of grant, and prior to grant execution, the State shall be provided with a list of all proposed subcontractors/grantees and subcontractors/grantees' subcontractors/grantees, together with the identity of those subcontractors/grantees' 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/grantees providing supplies only and no labor to the overall contract/grant or project. This list MUST be updated and provided to the State as additional subcontractors/grantees are hired. A sample form is available online at <http://bgs.vermont.gov/purchasing-contracting/forms>. **The subcontractor/grantee reporting form is required to be submitted with the bid response.**

3.5. **METHOD OF AWARD:** Awards will be made in the best interest of the State. The State may award one or more grants 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.

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

Criteria	RFP Section	Scoring Percentage
1: Company Experience and Qualifications: The bidder's previous experience delivering services outlined in the scope section of the RFP (2.1).	4.7.1, 4.7.2	15%
2: Service Delivery Model: The bidder's proposed model to deliver services outlined in the scope section of the RFP, including how services will be delivered and by whom.	4.7.3 – 4.7.7	50%
3: Capacity and Capability: The bidder's ability to deliver services in a timely and efficient manner to a wide array of individuals.	4.7.9, 4.7.11, 4.7.12	10%
4: Sustainability: The bidder's approach to ensuring services can be delivered beyond the initial start-up year.	4.7.10	5%
5: Budget and Narrative: The bidder provides a clear and comprehensive budget proposal using the template.	4.8	20%

3.6. **GRANT NEGOTIATION:** Upon completion of the evaluation process, the State may select one or more bidders with which to negotiate a grant, based on the evaluation findings and other criteria deemed relevant for ensuring that the decision made is in the best interest of the State. In the event State is not successful in negotiating a grant with a selected bidder, the State reserves the option of negotiating with another bidder, or to end the proposal process entirely.

3.7. **COST OF PREPARATION:** Bidder shall be solely responsible for all expenses incurred in the preparation of a response to this RFP and shall be responsible for all expenses associated with any presentations or demonstrations associated with this request and/or any proposals made.

3.8. **GRANT TERMS:** The selected bidder(s) will be expected to sign a grant with the State, including the Standard Grant Form, Attachment C, Attachment E, and Attachment F as attached to this RFP for reference. An Attachment D is included in this RFP, terms may be modified based upon the solution proposed by the Bidder, subject to approval by the Agency of Administration's Risk Management Office and the Department Assistant Attorney General.

3.8.1. **Business Registration.** To be awarded a grant by the State of Vermont a bidder must be registered with the Vermont Secretary of State's office <https://sos.vermont.gov/corporations/registration/> and it is the bidder's responsibility to contact the Vermont Department of Taxes to determine if, by law, the bidder is required to have a Vermont Department of Taxes Business Account Number.

3.8.2. **Scope of Work.** The grant will obligate the bidder to provide the activities and services identified in Attachment A – Scope of Work of the grant agreement.

3.8.3. **Performance Expectations.** The grant will obligate the bidder to comply with the minimum performance expectations described in Attachment A – Scope of Work of the grant agreement.

3.8.4. **Reporting Requirements.** The grant, at a minimum, will require the following reporting elements:

- Number of unique individuals served
- Number of unique individuals that received recovery housing services
- Number of unique individuals that were referred to SUD clinical services
- Number of unique individuals that were referred to mental health services
- Number of unique individuals that were referred to physical health services

- Number of unique individuals that successfully transitioned to permanent housing at exit
- Number of unique individuals that were referred to employment services/supports
- Number of unique individuals that were referred to recovery support services
- Average length of stay in recovery residence, including methodology for calculation

3.8.5. **Budget.** The grant will require that the scope of work and performance expectations described in Attachment A – Scope of Work be provided within the maximum allowable budget described in Attachment B – Payment Provisions.

3.8.6. **Payment Terms.** Funding will be issued on a cost reimbursement basis. Payment terms are Net 30 calendar days from the date the State receives an error-free invoice with all necessary and complete supporting documentation and receipt, review and approval of required reporting and the meeting and/or exceeding of the Performance Measures.

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 solicitation.

4.1. **Unsolicited Bidder-Confidential Information Prohibited.** Bidders are hereby expressly directed not to include any confidential information in their proposal submissions, except as specifically permitted below. By submitting a proposal in response to this RFP, bidders acknowledge and agree to abide by the terms and conditions outlined in this document, including the prohibition on submitting confidential information. This prohibition reduces the burden on the State while preventing bidder-confidential information from entering the public record.

4.2. **Disclosure under Public Records Act.** All information received by the State in response to this solicitation will become part of the agreement file and subject to public disclosure in accordance with the State's Public Records Act, 1 V.S.A. § 315 et seq. The State may also choose to publicly post responses to this solicitation and the resulting agreement(s), following conclusion of this process.

4.3. **Unsolicited Confidential Materials.** This RFP does not solicit bidder confidential information and bidders are expressly prohibited from providing confidential information in response to this RFP. All materials furnished by bidders in response to this RFP, including those marked as confidential by bidders, are subject to disclosure if requested under the Public Records Act, or public posting.

4.4. **State Not Responsible for Disclosure of Unmarked Bidder-Confidential Information.** It is the sole responsibility of the bidder to ensure that, other than where specifically directed or permitted by this RFP and accordingly marked as described below, no information that should not be publicly disclosed is included in their proposal materials, including any 1) trade secrets or intellectual property, 2) proprietary financial or business information, 3) personal information, or 4) any other information that should not be disclosed to the public. For example, bidders should avoid including specific details of their proprietary technologies or methodologies that they consider confidential, and any references to previous client engagements should be presented in a manner that does not disclose the client's confidential information.

4.5. The bid **must include** a Cover Letter, Narrative Response, Budget Narrative, and a Subgrantee/Subcontractor Reporting Form.

4.6. **COVER LETTER.**

4.6.1. The cover letter must provide an introduction to your company and proposal, as well as a single point of contact and email.

4.6.2. **Exceptions to Grant Terms and Conditions. The State will not consider exceptions to grant terms and conditions included with this RFP.**

4.7. **NARRATIVE RESPONSE.** In response to this RFP, a bidder shall:

4.7.1. Provide details concerning your form of business organization, company size and resources.

4.7.2. Describe your capabilities and particular experience relevant to the RFP requirements.

4.7.3. Describe your company's proposed program model and implementation plan relevant to the RFP requirements.

4.7.4. Describe your company's proposed staffing structure, pattern and credentials/scope of practice relevant to the RFP requirements.

- 4.7.5. Describe your company's proposed implementation timeline relevant to the RFP requirements.
- 4.7.6. Describe your company's entrance and exit criteria for the programming relevant to the RFP requirements.
- 4.7.7. Identify the names of all subgrantees/contractors you intend to use, the portions of the work the subgrantees/contractors will perform and address the background and experience of the subgrantees/contractor(s), in response to the questions described above in this section.
- 4.7.8. Describe your company's service coordination strategies with the relevant to the RFP requirements and, if applicable, subgrantees/subcontractors
- 4.7.9. Describe your company's capacity to implement the programming and expectations relevant to the RFP requirements.
- 4.7.10. Describe your company's funding and staffing sustainability and contingency plans for programming and expectations relevant to the RFP requirements.
- 4.7.11. Describe your company's estimated number of unique individuals to be served during the grant period, the basis for the estimate, as well as number to be served in subsequent years, if funding is appropriated, in the chart below:

Year	Timeframe
Year 1	7/1/2025 – 6/30/2026
Year 2	7/1/2026 – 6/30/2027
Year 3	7/1/2027 – 6/30/2028

4.7.12. Describe the location of the recovery campus and the justification for the location including, but not limited to, accessibility of the individuals described in 4.7.11.

- 4.8. **BUDGET NARRATIVE.** Bidders shall submit their budget proposal via the required Budget Narrative template. See the attachment section to access the template.
- 4.9. **SUBGRANTEE/SUBCONTRACTOR REPORTING FORM.** Bidders must complete and submit this form as part of the RFP bid proposal. See the attachment section to access this form.

5. SUBMISSION INSTRUCTIONS:

5.1. **CLOSING DATE:** Bids must be received by the State by the due date specified on the front page of this RFP. Late bids will not be considered.

5.1.1. The State may, for cause, issue an addendum to change the date and/or time when bids are due. If a change is made, the State will inform all bidders by posting at the webpage indicated on the front page of this RFP.

5.1.2. There will not be a public bid opening. However, the State will record the name, city and state for any and all bids received by the due date.

5.2. **ELECTRONIC BIDS ONLY:** All bids under this RFP must be submitted electronically in accordance with the submission requirements herein. Electronic bids will be accepted via email submission to AHS.VDHDSUProviderSummary@vermont.gov. The subject line of the email submission must reference the RFP Title as indicated on the front page of this RFP.

5.2.1. Bids must consist of digitally searchable attachments.

5.2.2. There is an attachment size limit of 40 MB. It is the Bidder's responsibility to compress the file(s) containing its bid if necessary in order to meet this size limitation. It is also the Bidder's responsibility to ensure that their own email system can send and receive messages up to this size.

6. BID SUBMISSION CHECKLIST:

- ✓ Cover Letter
- ✓ Narrative Response
- ✓ Budget Narrative – provided template required
- ✓ Subgrantee/Subcontractor Reporting Form – provided form required

7. ATTACHMENTS:

7.1. Budget Narrative Form

7.2. Subgrantee/Subcontractor Reporting Form

7.3. Standard DSU State Grant with its associated attachments, including but not limited to, Attachment C:
Standard State Provisions for Contracts and Grants (October 1, 2024)

BUDGET NARRATIVE

The Budget Narrative template is available on the Vermont Department of Health website, at:

<https://www.healthvermont.gov/alcohol-drugs/grantees-contractors/requests-proposals-information-and-applications>

It can be found in the “Forms” section of the Co-occurring Recovery Campus RFP posting.

STATE OF VERMONT GRANT AGREEMENT

Part 1-Grant Award Detail

SECTION I - GENERAL GRANT INFORMATION

¹ Grant #: 03420-		² Original <input checked="" type="checkbox"/> Amendment # _____	
³ Grant Title:			
⁴ Amount Previously Awarded: \$ 0.00		⁵ Amount Awarded This Action: \$ 0.00	
⁶ Total Award Amount: \$ 0.00			
⁷ Award Start Date: 7/1/2025		⁸ Award End Date: 6/30/2026	
⁹ Subrecipient Award: YES <input type="checkbox"/> NO <input type="checkbox"/>			
¹⁰ Supplier #:		¹¹ Grantee Name:	
¹² Grantee Address:			
¹³ City:		¹⁴ State:	
¹⁵ Zip Code:			
¹⁶ State Granting Agency: AHS/VDH/Division of Substance Use Programs			¹⁷ Business Unit: 03420
¹⁸ Performance Measures: YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>		¹⁹ Match/In-Kind: \$ _____ Description:	
²⁰ If this action is an amendment, the following is amended: Amount: <input type="checkbox"/> Funding Allocation: <input type="checkbox"/> Performance Period: <input type="checkbox"/> Scope of Work: <input type="checkbox"/> Other: <input type="checkbox"/>			

SECTION II - SUBRECIPIENT AWARD INFORMATION

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

SECTION III - FUNDING ALLOCATION

STATE FUNDS

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

FEDERAL FUNDS

(includes subrecipient Global Commitment funds)

Required Federal Award Information

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

SECTION IV - CONTACT INFORMATION

<p><u>STATE GRANTING AGENCY</u></p> <p>NAME: TITLE: PHONE: EMAIL:</p>	<p><u>GRANTEE</u></p> <p>NAME: TITLE: PHONE: EMAIL:</p>
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PART 2 - GRANT AGREEMENT

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

Grant Agreement – Part 1 – Grant Award Detail Sheet
Grant Agreement – Part 2 – Grant Agreement
Attachment A - Specifications of Work to be Performed
Attachment B - Payment Provisions
Attachment C - Standard State Provisions for Contracts and Grants
Attachment D - Modifications of Customary Provisions
Attachment E - Business Associate Agreement
Attachment F - AHS Customary Contract/Grant Provisions
Attachment G – Other Grant Provisions (Not Applicable)

The order of precedence of these documents shall be as follows:

Grant Agreement – Part 1
Grant Agreement - Part 2
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PART 2 – GRANT AGREEMENT

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

I, Grantee, certify to the best of my knowledge and belief that the information provided herein is true, complete, and accurate. I am aware that the provision of false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil, or administrative consequences including, but not limited to violations of U.S. Code Title 18, Sections 2, 1001, 1343 and Title 31, Sections 3729-3730 and 3801-3812. This certification applies to all tiers of grant recipients.

STATE OF VERMONT

GRANTEE

By:

By:

Kelly Dougherty
Deputy Commissioner
Vermont Department of Health

Date: _____

Date: _____

Address:

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

1. Background/Overview:

2. Required Services and Activities:

- a. X
- b. X

3. Performance Measures:

Performance Measures are expectations that incorporate this agreement’s Required Services/Activities into the larger continuum of substance misuse services. Grant performance will be measured and evaluated by the Performance Measures section below.

Performance Measures		
Performance Measure	Performance Expectation	Data Source

Grantee’s performance measures will be monitored through submission, review and approval of required reporting, during site visits and meetings, and through analysis of data submitted to the Division of Substance Use Programs (DSU). DSU may request that the Grantee submit a plan for achieving a performance target, and the Grantee may request technical assistance from DSU to improve performance. In some agreements, payment or incentives may be tied to the performance measures.

4. Program Evaluation:

The Vermont Department of Health (VDH) has a strong, ongoing commitment to high quality program evaluation. The structure for evaluation within DSU allows for rapid development of evaluation plans and launch of evaluation processes with either internal staff or external evaluators. All evaluation work is overseen by the Division’s internal evaluation staff. This serves to help coordinate evaluation resources, promotes consistent evaluation practices, and builds in ongoing support and technical assistance for all evaluation activities.

All VDH Grantees are expected to participate in evaluation activities as part of their ongoing work. If your program is within the scope of a state-led or state-funded evaluation, participation in DSU evaluation activities and cooperation with DSU program evaluators will be required as identified by your program manager.

Participation may include providing input, among other activities such as:

- Identifying and collecting data that can/will inform the evaluation activities
- Determining how data will be collected, stored and transferred/communicated to the State
- Defining the timing and frequency of data collection

- Participating in regularly scheduled in-person or virtual meetings
- Creating a logic model for your program

Evaluation training resources can be found on the VDH Substance Use Evaluation webpage: <https://www.healthvermont.gov/healthcare/behavioral-health/substance-use-data-reports/evaluation>. Please contact your program manager if you have any questions or need assistance in completing any required evaluation materials outlined in your grant agreement.

5. Reporting Requirements and Grant Monitoring:

a. The following grant monitoring will be conducted to assess performance and grant compliance:

The State will conduct three or more site visits during the grant period to ensure compliance with the terms of this Agreement. The Grantee is required to participate in monthly virtual meetings with the State-assigned Grant Manager. Grantee’s grant reporting and invoices, including backup documentation, will be evaluated to establish compliance.

b. Grantee’s reporting periods/quarters:

Quarter/Period	Quarter/Period Time Frame

c. Required reporting

6. Reporting Schedule:

Due Date	Reports Due	Submission Location

7. Confidentiality Requirements:

- Grantee must comply with 42 CFR Part 2, Confidentiality of Records. (<https://www.ecfr.gov/current/title-42/part-2>)
- Grantee must comply with 45 CFR Part 164, HIPAA Privacy Regulations. (<https://www.ecfr.gov/current/title-45/subtitle-A/subchapter-C/part-164>)

8. Records Available for Audit:

Per Attachment C, Section #13, Grantee must maintain all records pertaining to performance under this Agreement. Records shall be made available at reasonable times during the period of the Agreement and for three (3) years thereafter or for any period required by law for inspection by any authorized representatives of the State or Federal Government.

ATTACHMENT B PAYMENT PROVISIONS

1. General Payment Provisions Requirements:

- a. The Grantee's performance is limited to the services and activities set forth in Attachment A of this document. The Subrecipient shall not be obligated or expected to provide services beyond the amounts stated.
- b. Grantee understands the funds provided as part of this Agreement are to be used as payer of last resort. All other potential funding sources must be exhausted prior to payment under this Agreement.
- c. Payment of invoices are subject to the following, as applicable:
 - i. **Grantee must provide continuous service for the entire twelve (12) months of grant period and the cumulative value of the twelve (12) monthly invoices cannot exceed the grant's maximum allowable amount.**
 - ii. Grantee must use the DSU Grantee invoice template available on the DSU website at: <https://healthvermont.gov/DSUGranteeDocs>
 - iii. **Signed and dated invoices are due between the first and last day of the month following the previous month and must include the grant number, billing month start and end date, and an itemization of actual expenditures related to activities described in Attachment A of this document during the previous month by program category described in Section 2 below.**
 - iv. State of Vermont payment terms for invoices are Net 30 days from the date the State receives an error-free invoice and receipt, review and approval of required reporting and the meeting and/or exceeding of the Performance Measures.

Note: If this is an Agreement for continued services, failure to submit all required reporting and invoices for the previous grant will result in withholding payments on this Agreement. Payment will not be issued until all previous grant requirements are received, reviewed and approved.
 - v. Signed and dated invoices must be submitted as a PDF using the Grant Invoice Submission Tool located at: <https://healthvermont.gov/DSUGranteeDocs>

Email or hardcopy invoice submissions will not be accepted.
 - vi. **All invoices are required to be received by the Vermont Department of Health, Division of Substance Use Programs within 60 days of the end of the grant period. Invoices submitted after 60 days are subject to non-payment.**
 - vii. Grantee understands that their organization's internal controls must reflect procedures for utilizing funds to support and account for indirect and direct expenditures. Any invoice payments found not in compliance with state and federal regulations during financial reviews may be subject to the recoupment of funds.
- d. Supporting documentation for all invoices must be retained for three (3) years after the Agreement has ended or for any period required by law (see Attachment C, Section 19).

Documentation will be requested to substantiate invoices and/or for audit at the State’s discretion, a minimum of one time per year.

- e. Any unexpended funds must be returned to the State or an agreement must be reached with the Vermont Department of Health, Division of Substance Use Programs on the expenditure of remaining funds on program objectives.
- f. The maximum dollar amount payable under this Agreement is not intended to guarantee any amount of payment under this grant.
- g. The allowable indirect rate for this Agreement is XX%.
- h. Total expenditures for this grant will not exceed \$XXX.

2. Grant Award Amount by Program Category/Service:

Program Category	Service	Funding Source	DSU Invoice Billing Category	Budget Maximum Allowable Amount
Substance Use Disorder Recovery Services	Recovery Campus	DSU	XXXXX	\$XXX
TOTAL				\$XXX

**ATTACHMENT C: STANDARD STATE PROVISIONS
FOR CONTRACTS AND GRANTS
REVISED OCTOBER 1, 2024**

“Attachment C: Standard State Provisions for Contracts and Grants” (revision version dated October 1, 2024) constitutes part of this Agreement and is hereby incorporated by reference as if fully set forth herein and shall apply to the purchase of all goods and/or services by the State under this Agreement. A copy of this document is available online at: <https://bgs.vermont.gov/purchasing-contracting/forms>.”

ATTACHMENT D

MODIFICATION OF CUSTOMARY PROVISIONS OF ATTACHMENT C OR ATTACHMENT F

1. The requirements contained in Attachment C, Section 8 are hereby modified:
 - i. Professional liability insurance as outlined in the [Vermont State Insurance Specification](#) shall be modified to \$1,000,000 per occurrence and \$3,000,000 aggregate.
 - ii. In addition to the requirements outlined in the [Vermont State Insurance Specification, the following coverage shall be maintained:](#)

Sexual Abuse and Molestation Liability: Before commencing work on this Agreement and throughout the term of this Agreement, the Party shall procure and maintain sexual abuse and molestation 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:

N/A

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

N/A

4. Reasons for Modifications:

Additional professional liability and sexual abuse and molestation liability are required to provide the services of this Agreement.

ATTACHMENT E
BUSINESS ASSOCIATE AGREEMENT

SOV GRANTEE/BUSINESS ASSOCIATE: _____

SOV GRANT NO. _____

GRANT EFFECTIVE DATE: _____

This Business Associate Agreement (“Agreement”) is entered into by and between the State of Vermont Agency of Human Services, operating by and through its **Vermont Department of Health** (“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: <https://humanservices.vermont.gov/rules-policies/health-insurance-portability-and-accountability-act-hipaa>

2.3 *Business Associate* shall submit all *Reports* required by this Agreement to the following email address: 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 Unsuccessful 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 sixty (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. 05/22/2020

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: The notice required under the Use and Protection of State Information terms of Attachment C shall be provided to the Agency of Digital Services Chief Information Security Officer. <https://digitalservices.vermont.gov/about-us/contacts>. Party shall in addition comply with any other data breach notification requirements required under federal or state law or Attachment E.

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

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

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

9. **Information Technology Systems:**

Computing and Communication: Party shall select, in consultation with the Agency of Human Services' Information Technology unit, one of the approved methods for secure access to the State's systems and data,

if required. Approved methods are based on the type of work performed by the Party as part of this agreement. Options include, but are not limited to:

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

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

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

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

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

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

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

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

10. **Other Provisions:**

Environmental Tobacco Smoke. Public Law 103-227 (also known as the Pro-Children Act of 1994) and Vermont's Act 135 (2014) (An act relating to smoking in lodging establishments, hospitals, and child care

facilities, and on State lands) restrict the use of tobacco products in certain settings. Party shall ensure that no person is permitted: (i) to use tobacco products or tobacco substitutes as defined in 7 V.S.A. § 1001 on the premises, both indoor and outdoor, of any licensed child care center or afterschool program at any time; (ii) to use tobacco products or tobacco substitutes on the premises, both indoor and in any outdoor area designated for child care, health or day care services, kindergarten, pre-kindergarten, elementary, or secondary education or library services; and (iii) to use tobacco products or tobacco substitutes on the premises of a licensed or registered family child care home while children are present and in care. Party will refrain from promoting the use of tobacco products for all clients and from making tobacco products available to minors.

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

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

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

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

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