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 Division of Alcohol and Drug Abuse Programs  
 108 Cherry Street, P.O. Box 70  
 Burlington, VT 05402-0070  
 HealthVermont.gov

*Agency of Human Services*

**STATE OF VERMONT  
 AGENCY OF HUMAN SERVICES  
 VERMONT DEPARTMENT OF HEALTH  
 DIVISION OF ALCOHOL AND DRUG ABUSE PROGRAMS**

**SEALED BID**

**REQUEST FOR PROPOSALS**

**FOR**

**SUBSTANCE ABUSE TREATMENT QUALITY IMPROVEMENT  
 FACILITATOR**

**Expected RFP Schedule Summary:**

Procurement Schedule	
RFP POSTED	August 29, 2016
BIDDER QUESTIONS IN WRITING DUE	September 12, 2016
RESPONSES TO QUESTIONS ARE POSTED	September 19, 2016
BID PROPOSALS DUE	September 26, 2016
BID OPENING	September 30, 2016
FINALIST INTERVIEWS	On or before October 18, 2016
SELECTION NOTIFICATION	On or before November 1, 2016
ANTICIPATED CONTRACT START DATE	December 1, 2016 – November 30, 2018

LOCATION OF BID OPENING: 108 Cherry Street, Suite 207, Burlington, VT 05401

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

<http://vermontbusinessregistry.com/> and <http://healthvermont.gov/adap/adap.aspx>

**THE STATE WILL MAKE NO ATTEMPT TO CONTACT BIDDERS WITH UPDATED INFORMATION. IT IS THE RESPONSIBILITY OF EACH BIDDER TO PERIODICALLY CHECK <http://vermontbusinessregistry.com/> and <http://healthvermont.gov/adap/adap.aspx> FOR ANY AND ALL NOTIFICATIONS, RELEASES AND AMENDMENTS ASSOCIATED WITH THE RFP.**

**Single Point of Contact: Patty Breneman**

**Contact Address: Vermont Department of Health  
Division of Alcohol and Drug Abuse Programs  
P.O. Box 70, 108 Cherry Street  
Burlington, VT 05402-0070**

**Phone: 802-651-1550      E-mail: [ahs.vdhadapcontracts@vermont.gov](mailto:ahs.vdhadapcontracts@vermont.gov)**

# 1. Overview

## 1.1 Requests for Proposals

The Vermont Department of Health (VDH), Division of Alcohol and Drug Abuse Programs (ADAP) is seeking qualified Bidders to serve as a “Quality Improvement Facilitator” supporting quality improvement activities at selected Outpatient (OP) and Intensive Outpatient (IOP) Preferred Providers in Vermont. VDH is soliciting competitive sealed, fixed price proposals (Proposals) for a Substance Abuse Treatment Quality Improvement Facilitator (the Work) from qualified Bidders. If a suitable offer is made in response to this Request for Proposal (RFP), VDH may enter into a contract (Contract) to have the selected offer or (the Contractor) perform all or part of the Work. This RFP provides details on what is required to submit a Proposal in response to this RFP, how VDH will evaluate the Proposals, and what will be required of the Contractor in performing the Work.

## 1.2 Background and Need Statement

ADAP works in partnership with state and national public and private organizations to plan, support and evaluate a comprehensive system of services that includes prevention, intervention, treatment, and recovery services statewide. ADAP works with its partners to increase access to treatment for those in need by reducing potential roadblocks, increasing regular substance use/abuse screenings, decreasing variability in provider performance, improving care transitions between different types and levels of behavioral and physical health, and improving collaboration between the providers and recovery centers. Federal funding for Screening, Brief Intervention, and Referral to Treatment (SBIRT) has helped to develop better methods and practices to remove barriers and encourage treatment initiation in a timely manner.

### Initiation and Engagement:

VDH, in conjunction with the Department of Vermont Health Access (DVHA), health care providers and other partners, seeks to improve system-wide treatment initiation and engagement rates which are reported on the Substance Abuse Scorecard at: [http://healthvermont.gov/hv2020/dashboard/alcohol\\_drug.aspx](http://healthvermont.gov/hv2020/dashboard/alcohol_drug.aspx). Initiation and engagement rates are indicators of overall substance abuse system of care functionality and coordination and are associated with successful treatment outcomes.

When an individual is identified by a medical provider as needing treatment for substance dependence (addiction), it is often difficult to get the individual to seek treatment. This may be due to a variety of perceived roadblocks such as the time it takes to access treatment, lack of transportation, inability to find childcare, etc. The most frequently cited reason for individuals not initiating treatment is the belief of the lack of a problem so treatment is perceived as unnecessary. Like other chronic diseases such as diabetes or heart disease, the sooner an individual seeks treatment, the more likely the person is to recover. Individuals with substance use disorders need to know where to get help (access), initiate treatment, and stay in treatment for long enough to recover (engagement). Improving initiation and engagement requires system level work with many partners. Physicians can help by offering screening and referral in their offices and working with specialty treatment providers to coordinate care. Preferred Providers can help by improving access to care,

coordinating the care with other providers and provider types, and by providing care that increases the likelihood that people will return for further services.

The State is seeking proposals from qualified Bidders with the skills to assist OP and IOP Preferred Providers to build the capacity to improve clinical flow and access to care through the use of organizational development, practice improvement approaches, training, technical assistance, change management and quality improvement strategies to assist the system in improving overall treatment initiation and engagement rates. A successful Bidder will:

- Provide a range of organizational development, project management, and practice improvement approaches designed to develop the internal capacity of each Preferred Provider to encourage engagement in improvement activities over time and support the practice in reaching incremental but transformative change.
- Implement and manage quality improvement strategies to improve better access, linkages to the healthcare system and other providers, and timeliness of care.
- Foster ownership for improving access to treatment, and developing methods for delivering services to improve outcomes.
- Coach the preferred providers in forming a multi-disciplinary quality improvement team.
- Work with the selected Preferred Providers to assess their performance and establish project goals and parameters.
- Use selected Preferred Provider level data to assist in establishing sequences and timelines for quality improvement initiatives, and to evaluate the impact of changes.
- Train selected Preferred Providers in conducting PDSA cycles/model for improvement.
- Coach the selected Preferred Providers in measuring and interpreting results of change.
- Facilitate communication around evolving roles and relationships.
- Recognize, reinforce, and celebrate success.
- Provide feedback and coaching for selected Preferred Provider organization leaders.
- Develop Technical Assistance needs based upon criteria in quality improvement work plan.

The Quality Improvement Facilitator will also work to improve treatment engagement and retention rates and improve overall functioning after treatment completion at the selected OP and IOP Preferred Providers.

## **2. Scope of Work and Contractor Responsibilities**

The Quality Improvement Facilitator will provide one (1) full-time staff equivalent support to selected Preferred Providers to realize clinical and business efficiencies in order to improve access and timeliness to care. Programmatic goals include:

- Improve access to care to enable individuals to receive treatment within fourteen (14) days of initial contact or referral

- Improve treatment engagement through increased coordination between all levels of care including outpatient, intensive outpatient, Hub, Spoke, residential, primary care, mental health, etc.
- Improve overall client functioning after treatment completion
- Increase clients' social supports at discharge
- Provide quality improvement facilitation services to a minimum of three (3) Preferred Providers

Facilitation requires competencies in implementing quality improvement methodologies, team facilitation skills, knowledge of group dynamics, change management theory, and direct service provision.

The Contractor will accomplish the following:

1. Develop annual Quality Improvement Work Plans that include: Criteria and approach for selecting and engaging selected Preferred Providers. These criteria will include engagement rate, social support rate, waitlist, readiness and willingness to do quality improvement (QI), menu of services available, recruitment of initial selected Preferred Providers and performance expectations/thresholds.
2. Develop a Quality Improvement plan in conjunction with each selected Preferred Provider.
3. Provide onsite guidance and assistance to each selected Preferred Provider in implementing the QI Plan.
4. Work directly with selected Preferred Providers to develop a process for measuring and reporting the outcomes of the quality improvement projects.

## 2.1 Reporting

Ongoing documentation and evaluation is required under this contract to include:

- Year 1 Quality Improvement Work Plan
- Year 2 Quality Improvement Work Plan
- Monthly Progress Report to include:
  - Name of Preferred Provider
  - Dates and Description of Key Activities Undertaken
  - QI Updates
  - Quality Improvement Work Plan Updates
  - Successes/Challenges
  - Next Steps
- Unique QI Plans per Preferred Provider

## 2.2 Payment Provisions

- The total 2-year contract will not exceed \$200,000.00.
- This is a cost reimbursement, performance based contract to include all costs associated with the contractor meeting the provisions of the contract (personnel costs, benefits, travel expenses, supplies, information technology such as hardware and software, etc.)

## **3. General Provisions**

### **3.1 CONTRACT TERMS**

The anticipated contract period will be December 1, 2016 through November 30, 2018, with an option to renew for two consecutive one year periods. The option to renew will be based upon performance of contractor and continued funding. The selected contractor will sign a contract with the Vermont Department of Health (VDH), Division of Alcohol and Drug Abuse Programs (ADAP) to carry out the specifications and provide the activities detailed in the proposal. Terms and conditions from this RFP and contractor's response will become part of the contract. This contract will be subject to review throughout its entire term. VDH will consider cancellation upon discovery that a contractor is in violation of any portion of the agreement, including an inability by the contractor to provide the products, support and/or service offered in their response.

### **3.2 CONTRACT AWARD**

VDH may award one or more contracts and reserves the right to make additional awards to the same Bidder or other Bidders who submitted proposals at any time during the first year of the contract if such award is deemed to be in the best interest of the VDH.

### **3.3 OWNERSHIP OF WORK PRODUCT AND INTELLECTUAL CAPITAL**

Except for proprietary or commercial software, the VDH will have all ownership rights to the documentation designed, developed, and/or utilized for this contract. All data, technical information, materials gathered, originated, developed, prepared, used or obtained in the performance of the contract, including, but not limited to, all reports, surveys, plans, charts, literature, brochures, mailings, recordings (video and/or audio), pictures, drawings, analyses, graphic representations, notes and memoranda, and, written procedures and documents, regardless of the state of completion, which are custom developed and/or are the result of the services required under this contract, shall be and remain the property of VDH and shall be delivered to the VDH upon 30 days' notice by VDH. A Bidder shall not sell a work product or deliverable produced under a contract awarded as a result of bids without explicit permission from VDH.

### **3.4 SUBCONTRACTORS**

Any subcontractors hired by the primary contractor must adhere to the same standards and contract provisions applicable to the primary contractor. The primary contractor retains overall responsibility for contract performance. The primary contractor must advise the VDH of intent to hire a subcontractor and provide the name of company, name of president/owner and location of company. VDH reserves the right to reject the hiring of subcontractor during the term of contract.

### **3.5 INVOICING**

All invoices are to be submitted by the Contractor on the Contractor's standard invoice. The invoice must include the following: a signature, name and address for remittance of payment by the state, the contract number, date(s) of performance and a brief description of the service or product provided.

### **3.6 CONTRACTOR PERFORMANCE GUIDANCE**

All Bidders will be held to specific performance review criteria over the life of the contract to ensure that project deliverables as outlined in the RFP and attested to in the Scope of Work are

being met. Review of project deliverables will occur at intervals agreed upon by both the State and the Contractor and designated in the contract. Performance Measures include:

- Quality improvement facilitation services provided to a minimum of three (3) Preferred Providers
- Minimum of two (2) Preferred Providers have implemented at least one (1) quality improvement project
- At least one (1) provider, demonstrates a measured improvement in quality of care as defined in the performance improvement project plan

### 3.7 CONTRACTOR STAFFING

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

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

### 3.8 CONTRACTOR RESPONSIBILITIES

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

**3.8.1** The Contractor will successfully implement the Quality Improvement Work Plans to accomplish the tasks described and defined in the Scope of Work.

**3.8.2** The Contractor must abide by all State policies, standards and protocols as provided, and defined in the contract. It is the responsibility of the contractor to maintain current certificates of insurance on file with the state through the term of the contract. **No warranty is made that the coverage and limits listed herein are adequate to cover and protect the interests of the contractor for the contractor's operations. These are solely minimums that have been established to protect the interests of the State.** Before commencing work on the contract, contractor must provide certificates of insurance to show that the following minimum coverage is in effect:

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

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

Premises - Operations

Products and Completed Operations

Personal Injury Liability

Contractual Liability

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

\$1,000,000 Per Occurrence

\$1,000,000 General Aggregate  
\$1,000,000 Products/Completed Operations Aggregate  
\$ 50,000 Fire/ Legal/Liability

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

**Automotive Liability:** The Party shall carry automotive liability insurance covering all motor vehicles, including hired and non-owned coverage, used in connection with the Agreement. Limits of coverage shall not be less than: \$500,000 combined single limit.

If applicable, **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.

**3.8.3** The Contractor must abide by all Federal Regulations, if applicable, to the contract.

### **3.9 WORK TIME/LOCATION**

VDH believes that the effort required to complete the work under this contract will require one (1) full time equivalency (FTE), travel, and meetings outside the regular business hours. The Contractor shall be expected to work at selected Vermont Preferred Providers throughout the state. Regular meetings in a central location in the state, to be determined, should be anticipated.

## **4. PROPOSAL REQUIREMENTS**

### **4.1 GENERAL CONDITIONS AND REQUIREMENTS**

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

Cost of proposal development is the sole responsibility of the Bidder.

All bid proposals and submitted information connected to this RFP may be subject to disclosure under the State's access to public records law. The successful Bidder's response will become part of the official contract file. Once the contract is finalized, material associated with its negotiation is a matter of public record except for those materials that are specifically exempted under the law. One such exemption is material that constitutes trade secret, proprietary, or confidential information. If the response includes material that is considered by the Bidder to be proprietary and confidential under 1 V.S.A., Ch. 5 Sec. 317, the Bidder shall clearly designate the material as such prior to bid submission. The Bidder must identify each page or section of the response that it believes is proprietary and confidential and provide a written explanation relating to each marked portion to justify the denial of a public record request should the State receive such a request. The letter must address the proprietary or confidential nature of each marked section, provide the legal authority relied on, and explain the harm that would occur

should the material be disclosed. Under no circumstances can the entire response or price information be marked confidential. Responses so marked may not be considered and will be returned to the Bidder.

- All proposals shall become the property of the State.
- All public records of VDH/ADAP may be disclosed, except that submitted bid documents shall not be released until the Contractor and ADAP have executed the contract. At that time, the unsuccessful Bidders may request a copy of their own score sheets as well as the apparently successful Bidder's proposal. The name of any Bidder submitting a response shall also be a matter of public record. Other persons or organizations may also make a request at that time or at a later date.
- Consistent with state law, ADAP will not disclose submitted bid documents or RFP records until execution of the contract(s). At that time, upon receipt of a public records request, information about the competitive procurement may be subject to disclosure. ADAP will review the submitted bids and related materials and consider whether those portions specifically marked by a Bidder as falling within one of the exceptions of 1 V.S.A., Ch. 5 Sec. 317 are legally exempt. If, in ADAP's judgment, pages or sections marked as proprietary or confidential are not proprietary or confidential, ADAP will contact the Bidder to provide the Bidder with an opportunity to prevent the disclosure of those marked portions of its bid.

## **4.2 PROPOSAL FORMAT**

The proposal should be prepared simply and economically providing straightforward, concise descriptions of the Bidder's ability to fulfill the requirements of the RFP.

In addition to providing this written material, Bidders may be selected to participate in an interview with ADAP staff.

To be considered, each Bidder must submit a complete response to this RFP including:

- Transmittal Letter, Insurance Certificate, Request for Taxpayer Identification Number and Certification Form W-9 (section 4.2.1 below) and ADAP Contractor Information Summary Form (section 6 below)
- Description of the Bidder's General Background and Qualifications (section 4.2.2 below)
- Professional Resume and References (section 4.2.3 below)
- Financial Proposal (section 4.2.4 below)
- Ability and Approach to Implement the Activities and Specifications of the contract (section 4.2.5 below)
- Staffing (section 4.2.6 below)
- Proposed Work Plan (section 4.2.7 below)
- Exceptions (section 4.2.8 below)

### **4.2.1 Response Section I: Transmittal Letter, Insurance Certificate, Vermont Request for Taxpayer Identification Number and Certification Form W-9 and ADAP Contractor Information Summary Form:**

To be considered, a proposal must be accompanied by a transmittal letter signed and dated by a person authorized to legally bind the organization/individual to a contractual relationship, e.g.,

the President or Executive Director if a corporation, the managing partner if a partnership, or the proprietor if a sole proprietorship. This must be completed and submitted as part of the response for the proposal to be considered valid.

The Transmittal Letter must include the following statements:

- Statement outlining your acceptance of conditions outlined in the RFP and with the State's contract provisions.
- A statement that the Bidder agrees to the standard State contract requirements in Attachments C, E and F; which are included under Section 6. Attachments.
- A statement that the price was arrived at without conflict of interest.
- A statement of any limitations on the number of hours, days of the week, or weeks in the year that the Bidder would be unavailable to perform the above scope of work.
- A statement of any other considerations or limitations, if any, related to the scope of work the Bidder will be expected to perform.
- A statement of any considerations or limitations, if any, related to the geographic service area that the Bidder would be available to service.

Along with the above statements, the Transmittal Letter must include, by attachment, the following information about the Bidder and any proposed subcontractors:

- Name, address, principal place of business, telephone number, and fax number/email address of legal entity or individual with whom contract would be written.
- Legal status of the Bidder (self, sole proprietorship, partnership, corporation, etc.) and the year the entity was organized to do business, as the entity now substantially exists.
- Disclose if you, your Chief Financial Officer (or equivalent), or any persons who may be directly involved in this funding opportunity has been convicted, imprisoned, placed on probation or under supervision, or fined for any violation of any law including motor vehicle violations over the past five years.
- Disclose if you, Chief Financial Officer (or equivalent), or any persons who may be directly involved in this funding opportunity has been convicted of a felony.
- Location from which the Bidder would operate.
- Number of years' experience carrying out activities described in this RFP.
- If applicable, demonstrate organization's adequate financial resources and financial viability, as proven by furnishing balance sheet/financial statements, showing that the Bidder has been in business continually for the last three (3)

years.

- Provision of a single point of contact to coordinate all State requirements and to be the point of contact for any problems/questions that may arise.
- Statement showing agreement that Bidder's procedures shall be in compliance with all applicable Federal and State laws.
- Insurance Certificate. As part of the proposal packet the Bidder must provide current certificates of insurance. Any questions a Bidder may have concerning the necessary insurance coverage must be raised during the question and answer period set out in section 4.4 of this document. In the absence of a question, and upon contract negotiations, the apparently successful Bidder must provide a Certificate of Insurance that meets the minimum coverage specified in section 3.8.2 of this document.
- Request for Taxpayer Identification Number and Certification Form W-9 must be included in Response Section I.
- ADAP Contractor Information Summary Form must be included in Response Section I.

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

Bidder must provide the following information about themselves or their organization so that VDH can evaluate the Bidder's stability and ability to support the commitments set forth in response to the RFP. VDH may require additional documentation to support and/or clarify requested information.

- A brief description of the Bidder or the Bidder's organization, including history, present status, and if applicable, future plans, etc.
- If applicable, organization size and structure.
- Disclose any history of defaults, contract terminations, and bankruptcies.

**4.2.2.1 Education and Experience:** To qualify to bid on this proposal, Bidder must have the following experience and skills:

##### **Experience:**

Staffing with a minimum education of a Bachelor's Degree and a minimum of 3 years in human services where the activities included at least two of the following:

- Project management
- Program evaluation
- Quality improvement project
- Data analysis

##### **Skills:**

##### **Professional Skills**

- Communicate effectively with diverse professionals
- Identify and manage conflict
- Mediate challenging relationships and divergent viewpoints
- Resilience in the face of complex demands
- Comfort with change and evolution of program priorities
- Recognition of when a facilitator should play a leadership versus a team facilitation role and ability to foster leadership among team members (direct vs. facilitative guidance)

### **Quality Improvement and Systems Thinking Skills**

- Considerable knowledge of quality improvement principles and practices
- Knowledge of health care practices and service systems
- Familiarity with contract management
- Ability to develop and apply program evaluation tools and use data to improve performance

### **Technology Proficiency Skills**

- Proficiency in the use of technology to facilitate business processes
- Adept and able to quickly learn to use new information technology systems and programs

#### **4.2.3 Response Section III: Professional Resume and References:**

Bids shall include a professional resume of the Bidder/individual who will perform the Quality Improvement Facilitator services. Bids shall also include references as follows:

- A list of three references, including relationship, mailing address, telephone number and e-mail address.
- Names of organizations for which you have done related work and contact information for a person at the organization who can speak about your past success including their professional title, address, email address and telephone contact number

In order to validate the highest-ranking proposal, references will be contacted for further input. These clients may be contacted to determine the quality of the work performed and the personnel assigned to the project. The results of the reference calls will be used by the evaluation team in developing its recommendation for awarding the contract.

#### **4.2.4 Response Section IV: Financial Proposal:**

The financial proposal must be responsive to the requirements set out in Section 2, Scope of Work. The financial proposal must include an estimate of the personnel and operating costs for accomplishing the Work and should include staff hours and a total.

Financial proposal will include:

- Annual Cost Estimate for Year 1 with itemization for:
  - Telephone and Communications
  - Travel
  - Other Direct Costs – any other items that the Bidder identifies as a cost in meeting the Scope of Work
  - Overall Organization Administrative Costs – indirect and direct administrative costs must be separated. Direct expenses should be itemized. Indirect expenses should be accompanied by an explanation as to how the figure was set
  
- Annual Cost Estimate for Year 2 with itemization for:
  - Telephone and Communications
  - Travel
  - Other Direct Costs – any other items that the Bidder identifies as a cost in meeting the Scope of Work
  - Overall Organization Administrative Costs – indirect and direct administrative costs must be separated. Direct expenses should be itemized. Indirect expenses should be accompanied by an explanation as to how the figure was set
  
- Explanations and Assumptions for each of the estimates must be provided.

The financial proposal must clearly describe and identify the estimated costs of performing all services under the contract, according to the Scope of Work described in the RFP.

**4.2.5 Response Section V: Ability and Approach to Implement the Activities and Specifications of the contract**

Proposals shall outline the Bidder’s ability and approach for implementing the activities and specifications described in this RFP (Section 2, Scope of Work). Proposals shall include documentation of past experiences as a Quality Improvement Facilitator including specific activities and/or tasks undertaken and measureable outcomes that resulted and how this experience will enable the contractor to successfully undertake the activities and specifications outlined in Section 2, Scope of Work of this RFP.

**4.2.6 Response Section VI: Staffing**

Proposals shall demonstrate that the Bidder has adequate staff time to devote to the Quality Improvement Facilitator role or how you would propose to obtain adequate staff.

**4.2.7 Response Section VII: Proposed Work Plan (Response to Requirements)**

All bids must describe their Year 1 proposed work plan for implementing the approach described in Section 4.2.5, to accomplish the goals of the contract. The Work Plan may include tasks, activities, milestones and/or timelines for implementation.

**4.2.8 Response Section VIII: Exceptions**

If the Bidder should choose not to address a certain activity, deliverable or condition in their proposal, the Bidder’s proposal must clearly explain why and what the Bidder proposes as an alternative.

### 4.3 Single Point of Contact

All communications concerning this RFP shall be addressed in writing to the attention of:

Patty Breneman  
Department of Health  
Division of Alcohol and Drug Abuse Programs  
108 Cherry Street, Ste. 207, P.O. Box 70  
Burlington, VT 05401-0070  
E-mail: [AHS.VDHADAPContracts@vermont.gov](mailto:AHS.VDHADAPContracts@vermont.gov)

Attempts by Bidders to contact any other party could result in the rejection of their proposal as determined by VDH.

### 4.4 Question and Answer Period

Any Bidder requiring clarification of any section of this proposal or wishing to submit questions, comments or take exception to any requirements or other portion of the RFP, may do so according to the Section 4.5 Procurement Timetable listed below.

Questions must be e-mailed to the RFP contact person listed in Section 4.3 of this proposal. Any clarification or question not raised in writing on or before the last day of the initial question period, September 12, 2016 by 4:30 p.m. is waived. Any objection to the RFP or to any provision of the RFP, which is not raised in writing, is waived. A copy of all questions or comments and the State's responses will be posted on Vermont Business Registry and the Vermont Department of Health, Alcohol and Drug Abuse Programs websites at <http://vermontbusinessregistry.com/> and <http://healthvermont.gov/adap/adap.aspx>. Every effort will be made to have these available soon after the question period ends, contingent on the number and complexity of the questions.

### 4.5 PROCUREMENT TIMETABLE

The RFP procurement schedule is below. The State reserves the right to modify any dates pertinent to this RFP.

<b>ESTIMATED PROCUREMENT SCHEDULE</b>	<b>DATE:</b>
<b>RFP Release Date:</b>	<b>August 29, 2016</b>
<b>Bidder Questions in Writing Due</b>	<b>September 12, 2016</b>
<b>ADAP Response to Questions posted by:</b>	<b>September 19, 2016</b>
<b>Bid Proposals Due:</b>	<b>September 26, 2016</b>
<b>Bids Opened:**</b>	<b>September 30, 2016</b>
<b>Finalists Interviews</b>	<b>On or before October 18, 2016</b>
<b>Selection Notification Announcement</b>	<b>On or before November 1, 2016</b>

<b>Single Point of Contact:</b>	<b>Patty Breneman</b>
<b>Proposed State Date for Contract</b>	<b>December 1, 2016 – November 30, 2018 with option for two (2) one year renewals</b>

\*\*A public bid opening will be held at the Vermont Department of Health, Division of Alcohol and Drug Abuse Programs, Conference Room 207, 108 Cherry Street, Burlington, VT, at 10:00 a.m. Eastern Time on September 30, 2016.

The State reserves the right to accept or reject any or all proposals. Selected State staff will evaluate proposals. If a proposal is selected, the chosen Contractor will be invited to negotiate a contract for all or part of the activities outlined in this RFP. Work to be completed under this contract will commence no later than **12/1/2016**.

#### **4.6 PROPOSAL SUBMISSION**

**All bid submissions must be marked SEALED BID and submitted electronically to [ahs.vdhadapcontracts@vermont.gov](mailto:ahs.vdhadapcontracts@vermont.gov)**

Submission email subject line must read **Substance Abuse Quality Improvement Facilitator** and include the name of the Bidder. Bids not in possession of ADAP identified single point of contact by the due date and time will not be considered and will be returned to the Bidder unopened.

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

**The proposal must be organized in the order described above. Use the numbering designations outlined, e.g. Response Sections I, II, III, IV, V, VI, VII, and VIII.** The numbering designations will allow evaluators to score areas appropriately. Failure to use number designations may result in scores of zero as reviewers may be unable to find answers that correspond to numbered specifications/requirements.

**The closing date for the receipt of bid proposals is September 26, 2016 at 4:30 PM Eastern Standard Time**

Bid must be received, via email, prior to that time. Proposals or unsolicited amendments submitted after that time will not be accepted. There are no exceptions to the closing date conditions.

Delivery Methods:

**ELECTRONIC/EMAIL: [AHS.VDHADAPContracts@vermont.gov](mailto:AHS.VDHADAPContracts@vermont.gov)  
Only electronic bids will be accepted.**

ADAP may, at any time and at its sole discretion and without penalty, reject any and all proposals and issue no contract as a result of this RFP. Furthermore, a proposal may be rejected for one or more of the following reasons or for any other reason deemed to be in the

best interest of the State:

- The failure of the Bidder to adhere to one or more provisions established in this RFP.
- The failure of the Bidder to submit required information in the format specified in this RFP.
- The failure of the Bidder to adhere to generally accepted ethical and professional principles during the RFP process.

If a proposal is selected for final consideration, the Bidder will be invited to negotiate a contract.

The State reserves the right to amend the RFP at any time prior to the proposal due date by issuing written addenda. Amendments, addenda, Questions and Answers and any relevant information will be posted at:

Vermont Business Registry at <http://vermontbusinessregistry.com/> and the Vermont Department of Health, Division of Alcohol and Drug Abuse Programs at <http://healthvermont.gov/adap/adap.aspx>. It is the Bidders' responsibility to check periodically for such information.

Read all instructions carefully. If you do not comply with any part of this RFP, ADAP may, at its sole discretion, reject your proposal as non-responsive. ADAP reserves the right to waive any requirements contained in this RFP.

## 5. PROPOSAL EVALUATION

### 5.1 General Evaluation Process

ADAP will conduct a comprehensive and impartial evaluation of proposals received in response to this RFP. Proposals must comply with the instructions to Bidders contained in **Section 4: Proposal Requirements**. Failure to comply with the instructions shall deem the proposal non-responsive and subject to rejection without further consideration. The State reserves the right to waive irregularities.

The following are the components and point system for the evaluation:

CRITERIA FOR SCORING	POSSIBLE POINTS	APPLICANT SCORE
<b>Transmittal Letter, Insurance Certificate, Request for Taxpayer Identification Number and Certification Form W-9 and ADAP Contractor Information Summary Form</b>	<b>5</b>	
<b>Bidder's Background and Qualifications</b>	<b>32</b>	
Description of company, history, present status and future plans	5	
Company size and organization	1	
History of defaults, contract terminations, and bankruptcies	5	
Staff will have a minimum of a Bachelor's degree and 3 years in human services focusing on two (2): Program evaluation, quality improvement project, project management or data analysis	7	

Staff skills include: effective communication with diverse professionals, conflict management, mediating challenging relationships and divergent viewpoints, resiliency in the face of complex demands, comfort with change and evolution of program priorities, and recognition of when a facilitator should play a leadership vs. a team facilitation role and ability to foster leadership among team members	6	
Quality improvement skills include considerable knowledge of QI principles and practices, knowledge of health care practices and service systems, familiarity with contract management, and ability to develop and apply program evaluation tools and use data to improve performance	6	
Technology skills include proficiency in the use of technology to facilitate business processes, and ability to quickly learn to use new information technology systems and programs	2	
<b>Bidder's Professional Resume, 3 references including relationship, mailing address, telephone number and email address, and names of organizations for which they have done related work</b>	<b>3</b>	
<b>Bidder's Financial Proposal includes hourly rate or salary, annual cost with itemization for travel, operating expenses, etc.</b>	<b>5</b>	
<b>Bidder's Ability and Plan to Implement activities includes documentation of past experiences as a Quality Improvement Facilitator including specific activities and/or tasks undertaken and measureable outcomes</b>	<b>5</b>	
<b>Bidder's staffing is adequate</b>	<b>3</b>	
<b>Bidder's Proposed Work Plan describes Year 1 proposed work plan for implementing the approach described in Section 4.2.5 to accomplish the goals of the contract</b>	<b>5</b>	
<b>TOTAL</b>	<b>58</b>	

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

**5.1.1 Minimum Requirements:** Each proposal will be reviewed to ensure it is sufficiently responsive to the RFP to allow a complete evaluation on the following:

- Proposal Received electronically by September 26, 2016 by 4:30 P.M. EST.
- The proposal must contain the following items in the following order:
  - Response Section I: Transmittal Letter, Insurance Certificate, Request for Taxpayer Identification Number and Certification Form W-9 and ADAP Contractor Information Summary Form
  - Response Section II: General Background and Qualifications
  - Response Section III: Professional Resume and References

- Response Section IV: Financial Proposal
- Response Section V: Ability and Approach to Implement Activities and Specifications of the contract
- Response Section VI: Staffing
- Response Section VII: Proposed Work Plan
- Response Section VIII: Exceptions

Proposals will be deemed to have either passed or failed the Minimum Requirements. The State reserves the right to reject any and all proposals.

**5.1.2 Evaluation of the Bidder’s General Background and Qualifications:** Only those proposals passing minimum requirements will be considered.

ADAP will evaluate the education and experience of the Bidder. ADAP will determine to what extent the Bidder has the capabilities to take on the additional workload to be generated by the resulting contract. References will be checked.

**5.1.3 Evaluation of the Financial Proposals:** The financial proposals will be examined to determine if it meets requirements and is consistent with industry pricing.

***Any pricing proposals that are incomplete, exceeds \$100,000.00 per year, or in which there are significant inconsistencies or inaccuracies may be rejected by the State.***

**5.1.4 Ranking of Proposals:** After the proposals have been rated, awarded points will be totaled to determine proposal rankings.

**5.1.5 Award**

The State reserves the right to accept or reject any or all proposals. Upon completion of the evaluation process, VDH will select one Bidder based on the evaluation findings and other criteria deemed relevant for ensuring that the decision made is in the best interest of VDH. The State’s fundamental commitment is to contract for results and “best value”. This RFP primarily describes the State’s requirements and desired results. “Best value” is the optimum combination of economy and quality that is the result of fair, efficient, and practical business processes that meet the requirements and the State’s desired results as set forth in this RFP.

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

The selected Bidder will be requested to enter into negotiation with the State of Vermont on contract specifications, including detailed work plans, deliverables and timetables. Any contract negotiated must undergo review and signature according to statute and policy. The contract for a Quality Improvement Facilitator is for **11/2016** through **6/30/2018**. The contract may be renewed without rebidding for up to two consecutive

one year periods with approval from the Administration.

#### **5.1.6 Scoring Information**

The VDH evaluation review team will evaluate proposals based on the criteria listed in Section 5.1.

#### **5.1.7 Finalists Interviews**

The State reserves the right to request on-site interviews in Burlington, VT from Bidders prior to the selection of a contractor.

## **6. ATTACHMENTS**

- Attachment C: Standard State Provisions for Contracts and Grants
- Attachment E: Business Associate Agreement
- Attachment F: Agency of Human Services Customary Contract Provisions
- Appendix I: ADAP Contractor Information Summary Form

**ATTACHMENT C: STANDARD  
STATE PROVISIONS FOR  
CONTRACTS AND GRANTS  
REVISED JULY 1, 2016**

**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 the 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. In the event the State withholds approval to settle any such claim, then the Party shall proceed with the defense of the claim but under those circumstances, the Party's indemnification obligations shall be limited to the amount of the proposed settlement initially rejected by the State.

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

The Party agrees that in no event shall the terms of this Agreement nor any document required by the Party in connection with its performance under this Agreement obligate the State to defend or indemnify the Party or otherwise be liable for the expenses or reimbursement, including attorneys' fees, collection costs or other costs of the Party except to the extent awarded by a court of competent jurisdiction.

**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 the 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 the Contract, 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. Federal Requirements Pertaining to Grants and Subrecipient Agreements:**

**A. Requirement to Have a Single Audit:** In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, 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 the case that this Agreement is a Grant that is funded in whole or in part by Federal funds, 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 the case that this Agreement is a Grant funded in whole or in part by Federal funds, in accordance with 2CFR 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.

**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 the Agreement is signed, the Party is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.
- C. Party understands that final payment under this Agreement may be withheld if the Commissioner of Taxes determines that the Party is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.
- 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 the Agreement is signed, he/she:

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

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

**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 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 23 (“Certification Regarding Use of State Funds”); Section 31 (“State Facilities”); and Section 32 (“Location of State Data”).

**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. Certification Regarding Use of State Funds:** In the case that 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.

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

**25. 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.

**26. 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.

**27. 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.

**28. Termination:** In addition to any right of the State to terminate for convenience, the State may terminate this Agreement as follows:

- 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. No Implied Waiver of Remedies:** A 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.

**29. 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.

**30. 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.

**31. 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.

**32. 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 continental United States, except with the express written permission of the State.

(End of Standard Provisions)

# ATTACHMENT E

## BUSINESS ASSOCIATE AGREEMENT

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

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

The parties agree as follows:

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

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

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

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

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

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

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

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

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

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

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

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

3.2 Business Associate may make PHI available to its employees who need access to perform Services provided that Business Associate makes such employees aware of the use and disclosure restrictions in this Agreement and binds them to comply with such restrictions. Business Associate may only disclose PHI for the purposes authorized by this Agreement: (a) to its agents and Subcontractors in accordance with Sections 9 and 17 or, (b) as otherwise permitted by Section 3.

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

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

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

6. **Documenting and Reporting Breaches.**

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

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

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

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

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

**8. Providing Notice of Breaches.**

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

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

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

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

8.5 Business Associate shall notify individuals of Breaches as specified in 45 CFR § 164.404(d) (methods of individual notice). In addition, when a Breach involves more than 500 residents of Vermont, Business Associate shall, if requested by Covered Entity,

notify prominent media outlets serving Vermont, following the requirements set forth in 45 CFR § 164.406.

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

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

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

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

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

**14. Termination.**

14.1 This Agreement commences on the Effective Date and shall remain in effect until terminated by Covered Entity or until all of the PHI provided by Covered Entity to Business Associate or created or received by Business Associate on behalf of Covered Entity is destroyed or returned to Covered Entity subject to Section 18.8.

14.2 If Business Associate breaches any material term of this Agreement, Covered Entity may either: (a) provide an opportunity for Business Associate to cure the breach and Covered Entity may terminate the contract or grant without liability or penalty if Business Associate does not cure the breach within the time specified by Covered Entity; or (b) immediately terminate the contract or grant without liability or penalty if Covered Entity believes that cure is not reasonably possible; or (c) if neither termination nor cure are feasible, Covered Entity shall report the breach to the Secretary. Covered Entity has the right to seek to cure any breach by Business Associate and this right, regardless of

whether Covered Entity cures such breach, does not lessen any right or remedy available to Covered Entity at law, in equity, or under the contract or grant, nor does it lessen Business Associate's responsibility for such breach or its duty to cure such breach.

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

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

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

**16. Penalties and Training.** 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. If requested by Covered Entity, Business Associate shall participate in training regarding the use, confidentiality, and security of PHI.

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

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

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

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

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

**18. Miscellaneous.**

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

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

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

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

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

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

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 the PHI may not be sold without Agency'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 11 survives the expiration or termination of this Agreement with respect to accounting requests, if any, made after such expiration or termination.

(Rev: 5/5/15)

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

1. **Agency of Human Services – Field Services Directors** will share oversight with the department (or field office) that is a party to the contract for provider performance using outcomes, processes, terms and conditions agreed to under this contract.

2. **2-1-1 Data Base**: The Contractor providing a health or human services within Vermont, or near the border that is readily accessible to residents of Vermont, will provide relevant descriptive information regarding its agency, programs and/or contact and will adhere to the "Inclusion/Exclusion" policy of Vermont's United Way/Vermont 211. If included, the Contractor will provide accurate and up to date information to their data base as needed. The "Inclusion/Exclusion" policy can be found at [www.vermont211.org](http://www.vermont211.org)

3. **Medicaid Program Contractors**:

**Inspection of Records**: Any contracts accessing payments for services through the Global Commitment to Health Waiver and Vermont Medicaid program must fulfill state and federal legal requirements to enable the Agency of Human Services (AHS), the United States Department of Health and Human Services (DHHS) and the Government Accounting Office (GAO) to:

Evaluate through inspection or other means the quality, appropriateness, and timeliness of services performed; and Inspect and audit any financial records of such Contractor or subcontractor.

**Subcontracting for Medicaid Services**: Having a subcontract does not terminate the Contractor, receiving funds under Vermont's Medicaid program, from its responsibility to ensure that all activities under this agreement are carried out. Subcontracts must specify the activities and reporting responsibilities of the Contractor or subcontractor and provide for revoking delegation or imposing other sanctions if the Contractor or subcontractor's performance is inadequate. The Contractor agrees to make available upon request to the Agency of Human Services; the Department of Vermont Health Access; the Department of Disabilities, Aging and Independent Living; and the Center for Medicare and Medicaid Services (CMS) all contracts and subcontracts between the Contractor and service providers.

**Medicaid Notification of Termination Requirements**: Any Contractor accessing payments for services under the Global Commitment to Health Waiver and Medicaid programs who terminates their practice will follow the Department of Vermont Health Access, Managed Care Organization enrollee notification requirements.

**Encounter Data**: Any Contractor accessing payments for services through the Global Commitment to Health Waiver and Vermont Medicaid programs must provide encounter data to the Agency of Human Services and/or its departments and ensure that it can be linked to enrollee eligibility files maintained by the State.

**Federal Medicaid System Security Requirements Compliance**: All contractors and subcontractors must provide a security plan, risk assessment, and security controls review document within three months of the start date of this agreement (and update it annually thereafter) to support audit compliance with 45CFR95.621 subpart F, *ADP* (Automated Data Processing) *System Security Requirements and Review Process*.

4. **Non-discrimination Based on National Origin as evidenced by Limited English Proficiency**. The Contractor agrees to comply with the non-discrimination requirements of Title VI of the Civil Rights Act of 1964, 42 USC Section 2000d, et seq., and with the federal guidelines promulgated pursuant to Executive Order 13166 of 2000, which require that

contractors and subcontractors receiving federal funds must assure that persons with limited English proficiency can meaningfully access services. To the extent the Contractor provides assistance to individuals with limited English proficiency through the use of oral or written translation or interpretive services in compliance with this requirement, such individuals cannot be required to pay for such services.

5. **Voter Registration.** When designated by the Secretary of State, the Contractor agrees to become a voter registration agency as defined by 17 V.S.A. §2103 (41), and to comply with the requirements of state and federal law pertaining to such agencies.
6. **Drug Free Workplace Act.** The Contractor will assure a drug-free workplace in accordance with 45 CFR Part 76.
7. **Privacy and Security Standards.**

**Protected Health Information:** The Contractor 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 contract. The Contractor shall follow federal and state law relating to privacy and security of individually identifiable health information as applicable, including the Health Insurance Portability and Accountability Act (HIPAA) and its federal regulations.

**Substance Abuse Treatment Information:** The confidentiality of any alcohol and drug abuse treatment information acquired by or provided to the Contractor or subcontractor shall be maintained in compliance with any applicable state or federal laws or regulations and specifically set out in 42 CFR Part 2.

**Other Confidential Consumer Information:** The Contractor agrees to comply with the requirements of AHS Rule No. 08-048 concerning access to information. The Contractor agrees to comply with any applicable Vermont State Statute, including but not limited to 12 VSA §1612 and any applicable Board of Health confidentiality regulations. The Contractor shall ensure that all of its employees and subcontractors performing services under this agreement understand the sensitive nature of the information that they may have access to and sign an affirmation of understanding regarding the information's confidential and non-public nature.

**Social Security numbers:** The Contractor agrees to comply with all applicable Vermont State Statutes to assure protection and security of personal information, including protection from identity theft as outlined in Title 9, Vermont Statutes Annotated, Ch. 62.

8. **Abuse Registry.** The Contractor agrees not to employ any individual, use any volunteer, or otherwise provide reimbursement to any individual in the performance of services connected with this agreement, who provides care, custody, treatment, transportation, or supervision to children or vulnerable adults if there is a substantiation of abuse or neglect or exploitation against that individual. The Contractor will check the Adult Abuse Registry in the Department of Disabilities, Aging and Independent Living. Unless the Contractor holds a valid child care license or registration from the Division of Child Development, Department for Children and Families, the Contractor shall also check the Central Child Protection Registry. (See 33 V.S.A. §4919(a)(3) & 33 V.S.A. §6911(c)(3)).
9. **Reporting of Abuse, Neglect, or Exploitation.** Consistent with provisions of 33 V.S.A. §4913(a) and §6903, any agent or employee of a Contractor who, in the performance of services connected with this agreement, has contact with clients or is a caregiver and who has reasonable cause to believe that a child or vulnerable adult has been abused or neglected as defined in Chapter 49 or abused, neglected, or exploited as defined in Chapter 69 of Title 33 V.S.A. shall make a report involving children to the Commissioner of the Department for

Children and Families within 24 hours or a report involving vulnerable adults to the Division of Licensing and Protection at the Department of Disabilities, Aging, and Independent Living within 48 hours. This requirement applies except in those instances where particular roles and functions are exempt from reporting under state and federal law. Reports involving children shall contain the information required by 33 V.S.A. §4914. Reports involving vulnerable adults shall contain the information required by 33 V.S.A. §6904. The Contractor will ensure that its agents or employees receive training on the reporting of abuse or neglect to children and abuse, neglect or exploitation of vulnerable adults.

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

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

If the Contractor is operating a system or application on behalf of the State of Vermont, then the Contractor 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 Contractor's materials.

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

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

12. **Computing and Communication:** The Contractor 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 Contractor as part of this agreement. Options include, but are not limited to:

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

The State will not supply e-mail accounts to the Contractor.

13. **Lobbying.** No federal funds under this agreement may be used to influence or attempt to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, continuation, renewal, amendments other than federal appropriated funds.
14. **Non-discrimination.** The Contractor will prohibit discrimination on the basis of age under the Age Discrimination Act of 1975, on the basis of handicap under section 504 of the Rehabilitation Act of 1973, on the basis of sex under Title IX of the Education Amendments of 1972, or on the basis of race, color or national origin under Title VI of the Civil Rights Act of 1964. No person shall on the grounds of sex (including, in the case of a woman, on the grounds that the woman is pregnant) or on the grounds of religion, be excluded from participation in, be denied the benefits of, or be subjected to discrimination, to include sexual harassment, under any program or activity supported by state and/or federal funds.

The Contractor will also not refuse, withhold from or deny to any person the benefit of services, facilities, goods, privileges, advantages, or benefits of public accommodation on the basis of disability, race, creed, color, national origin, marital status, sex, sexual orientation or gender identity under Title 9 V.S.A. Chapter 139.

15. **Environmental Tobacco Smoke.** Public Law 103-227, also known as the Pro-children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, child care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through state or local governments, by federal grant, contract, loan or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such Federal funds.

The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where Women, Infants, & Children (WIC) coupons are redeemed.

Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

Contractors are prohibited from promoting the use of tobacco products for all clients. Facilities supported by state and federal funds are prohibited from making tobacco products available to minors.

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

Appendix I: ADAP Contractor Information Summary

**Contractor:** The Contractor will oversee the activities outlined in the contract, receive the funds, manage the money and report finances to ADAP, unless there is a Fiscal Agent.

Is the Contractor and Fiscal Agent the same?  YES  NO

*Note: The Vermont Department of Health Business Office mails contract paperwork (copies for signature, final copies, invoices, etc.) to the Fiscal Agent. Checks/electronic deposits will be issued to the fiscal agent listed on this form.*

**Contractor Name and D/B/A Name if different:**

*(Full legal name of organization responsible for fiscal management)*

Federal Tax ID: Vermont Tax ID:

Form of Business Organization:

Indirect Cost/Cost Allocation Plan Rate: Federally Approved:  YES  NO  
(U.S. Health & Human Services Cost Allocation Services)

Remit To Address: **Street:**

**City:**

**State:**

**Zip:**

Business Office Contact:

Phone:

Ext: Email:

Contact person for e-mail reminders about reporting: Contact:

Phone:

Ext:

Email:

**CEO/Executive Director:**

*(Organization's senior staff member that has the authority to legally sign the grant/contract agreement)*

Name:

Title:

Contact Information: Email:

Phone:

**Fiscal Agent Organization Name:** *The Fiscal Agent will receive the check, manage the money and report finances to ADAP.*

Name of Fiscal Agent:

Title:

Mailing Address: **Street:**

**City:**

**State:**

**Zip:**

Phone:

Ext:

E-mail:

**Attachments:** Contractor must submit the following items with this form:

1. W-9 Tax Form (**updated and within 6 months of pending contract or amendment**)

2. Certificate of Liability Insurance, per Attachment C, that covers the following:
  - a. General Liability
  - b. Automobile Liability
  - c. Worker's Compensation
  - d. Professional Liability Insurance Certificate (if Applicable)

***To request a copy of Attachment C for insurance requirements, please e-mail [AHS.VDHADAPContracts@vermont.gov](mailto:AHS.VDHADAPContracts@vermont.gov)***

**CONTRACTOR must be registered with the Vermont Secretary of State to do business in Vermont. If you are not registered to do business in the State of Vermont, please go to <http://corps.sec.state.vt.us/> for more information.**

**CONTRACTOR must check with the Vermont Department of Taxes (802)828-2551 or <http://tax.vermont.gov> regarding a Vermont Tax ID.**