

# Vermont Department of Health

## Sealed Bid

### Request for Proposals

**Project Title:** Combined Community Prevention Grants RFP

**Grant Period:** July 1, 2014 to June 30, 2017

**Date RFP Issued:** January 8, 2014

**Physical Activity & Nutrition Strategies Technical Assistance Webinar:** January 24, 2014

**Applicant/Bidders Conference** January 28, 2014

**Response to Questions Closed (See 5.3 below):** February 14, 2014

**Proposals DUE:** **February 28, 2014 at 3:00 PM**

**Date of Proposal Opening:** March 3, 2014 at 12:00 PM

**Location of Proposal Opening:** Vermont Department of Health  
108 Cherry Street, Suite 207  
Burlington, VT 05402

**Grantees Chosen:** April 18, 2014

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# 1. Overview

## 1.1 Requests for Proposals

The Vermont Department of Health (VDH) is issuing this Request for Proposals (RFP) to support implementation of community-based chronic disease prevention strategies related to alcohol and drug abuse, physical activity and nutrition, and tobacco control. The purpose of these grants is to support “effective and integrated public health programs and communities with the capacity to respond to public health needs” (See the Vermont Department of Health’s Strategic Plan, [http://healthvermont.gov/admin/strategic/strategic\\_plan.aspx](http://healthvermont.gov/admin/strategic/strategic_plan.aspx)).

Primary funding for this RFP comes from the Center for Disease Control and Prevention (CDC), the Substance Abuse and Mental Health Services Administration (SAMHSA), and the Tobacco Master Settlement Agreement (administered by the Vermont Tobacco Evaluation and Review Board). CDC, SAMHSA, and VTERB promote implementation of evidence- and practice-based approaches to policy, systems, and environmental change to achieve broad reaching and sustainable improvements in health. Policy and environmental change has a proven track record of providing effective, long-term outcomes and is directly related to a change in social norms.

This project supports the VDH goal to achieve health equity by improving the health of Vermont’s most vulnerable populations. Priority will be given to applicants who demonstrate the ability to address health disparities and work with low socioeconomic status (SES) populations. In general, low-SES populations are described as having a high school education or less and living at less than 250% of the Federal Poverty Level (FPL). For more information on health disparities and low-SES populations in Vermont, please see the Vermont Department of Health’s Health Disparities of Vermonters 2010 (<http://healthvermont.gov/research/healthdisparities.aspx>).

Grantees must demonstrate experience with the type of work described in this RFP, commitment to working with VDH’s Office of Local Health (OLH), and ability to coordinate coalition/partnerships addressing multiple prevention priorities. Currently funded Grantees are not guaranteed continuation under this RFP.

The responses to this RFP should reflect an understanding of combined approaches to healthy community design, as described below, and gain efficiencies where possible. VDH will be issuing two grants for a grant period of 7/1/2014 through 6/30/2017: one grant from the Division of Alcohol and Drug Abuse Programs (ADAP) and the other grant from the Division of Health Promotion and Disease Prevention (HPDP), which includes Physical Activity and Nutrition (PAN), Tobacco Prevention, and Healthy Retailer. Two financial reports may be required, one for ADAP and the other for HPDP.

Responders to the RFP must apply to work on at least two of the following program areas. The funding amounts below are for the first grant year; future funding is contingent on funding availability and Grantee performance.

1. Alcohol and Drug Abuse – up to \$65,000 available per award, year one
2. Physical Activity and Nutrition – up to \$40,000 per award, year one (applicants may choose to address one to four Strategies. Award amounts will equal approximately \$10,000 per Strategy)
3. Tobacco Control – up to \$45,000 per award, year one (See page 12, **Strategy 2**)

In addition, all applicants may apply to participate in the Healthy Retailers project and request up to \$5,000 per award in year one for this work.

The amount of funding requested needs to be commensurate with the work proposed. The maximum amount per award may be up to \$155,000 for year one. It is the goal of the VDH to serve the greatest possible number of Vermonters with programs and services. Therefore, applicants serving a broad geographic area or region may be considered to have a broader scope of work, depending on that region's demonstrated need. **Grant funds cannot be used to supplant (replace funding of a recipient's existing program with funds from this grant) current funding of existing strategies and activities.**

Funding for all three years will be based upon performance of the Grantee and available funding. The VDH reserves the right to change the length of the grant period, reduce the amount of the funding award, and/or terminate the grant based on Grantee performance, non-compliance with grant terms and conditions, or funding cuts.

Eligible applicants include public and private not for profit (501c3) organizations, coalitions, schools, hospitals, municipalities and other entities that are qualified to ensure performance of the work. For purposes of responding to this RFP, coalitions are defined as entities composed of several diverse organizations or constituencies that have agreed to work together to achieve a common goal.

Applicants must have a federal tax ID number or identify a fiscal agent with a federal tax ID number. Note: if a fiscal agent relationship is used, the fiscal agent is the applicant and responsible party for complying with all grant requirements. Statewide entities, including coalitions, may apply provided they have the capacity to carry out the RFP requirements.

## **1.2 Background and Need Statement**

The VDH strives to make Vermont one of the healthiest states in the U.S. for all of us to live, work, and play. Despite our reputation for good health, over half (60%) of Vermonters are above a healthy weight, placing them at risk for associated chronic conditions, such as diabetes, cardiovascular disease, and some cancers. Seventeen percent of Vermonters are current smokers; tobacco remains the leading cause of preventable death in Vermont and kills more than 800 Vermonters each year. According to the 2010-2011 National Survey on Drug Use and Health (NSDUH), Vermont ranks first in the nation for past month alcohol consumption for those age 12-17 and second in the nation for underage binge drinking (ages 12-20). Vermont also ranks first in the nation in marijuana use among 12-25 year olds. VDH recognizes that these health outcomes are the product of environmental factors in addition to individual choices, and that we must work to design communities that make it easier for people to live healthy lives.

Successful interventions for all three areas covered in this RFP – physical activity and nutrition, tobacco prevention, and drug and alcohol abuse prevention – incorporate elements of healthy community design. That is, they all use changes to the physical environment, community infrastructure, and local policy to create opportunities for health. The CDC describes healthy community design as linking traditional concepts of planning (land use, zoning, transportation, community facilities, parks and open spaces) with health themes (physical activity, access to nutritious food, availability of tobacco and alcohol products, mental health and social equity).

A healthy community design provides many benefits including:

- Creating safe and convenient streets and sidewalks that encourage community members to incorporate physical activity into their daily routine including biking and walking.
- Increasing access to healthy foods and decreasing exposure and accessibility to alcohol and tobacco.
- Providing transportation options—like public transit, biking, and walking— that help reduce traffic and air pollution.
- Increasing social connectivity and sense of community.
- Ensuring social equality for all community members.

<http://www.cdc.gov/healthyplaces/toolkit/default.htm>

Implementing healthy community design strategies requires strong engagement, understanding, and action by a wide variety of community partners. It requires community stakeholders to find or create opportunities to connect shared visions for the best future of Vermont's communities. Successful applicants for this RFP will have a demonstrated record of collaboration and engagement to advance the concepts of healthy community design in all program areas. For more information on healthy community design, please refer to the chapters on agriculture, food, and nutrition (Chapter 9); tobacco or health (Chapter 10); and alcohol (Chapter 11) in the World Health Organization's Health in All Policies publication ([http://www.euro.who.int/\\_data/assets/pdf\\_file/0007/188809/Health-in-All-Policies-final.pdf](http://www.euro.who.int/_data/assets/pdf_file/0007/188809/Health-in-All-Policies-final.pdf)). The Vermont Healthy Community Design Resource ([http://healthvermont.gov/family/fit/documents/active\\_living\\_healthy\\_eating\\_community\\_design\\_resource.pdf](http://healthvermont.gov/family/fit/documents/active_living_healthy_eating_community_design_resource.pdf)) contains additional information about design for active living and healthy eating.

The Grantee will incorporate strategies to assure populations of low socioeconomic (SES) status participate in all aspects of the grant and that the specific needs and barriers experienced by this population are addressed through program activities. Applicants should demonstrate an understanding of particular issues or disparities related to socioeconomic and/or minority status in their communities, and have the ability to apply this knowledge when planning programs or engaging low-SES populations.

Examples of such strategies might include, but are not limited to:

- a) Engaging individuals of low-SES or representation from organizations serving this population in program development, planning, implementation, and evaluation.
- b) Inviting representation from organizations serving low-SES populations to serve on advisory boards or panels.
- c) Conducting needs assessment activities with low-SES individuals or service organizations to determine gaps in services or environmental factors that could be addressed by project activities.
- d) Making all communications materials available in low-literacy and translated into other languages as appropriate.
- e) Other strategies as appropriate given the specific prevention strategies required by the overall project.

This RFP uses the Centers for Disease Control and Prevention (CDC) definition of 'collaboration' and 'community capacity'. Collaboration results when people work together and share resources to achieve a common goal. It is a well-defined relationship entered into by two or more organizations and/or entities to achieve common goals. Collaboration includes a jointly developed structure and shared responsibility, authority, accountability, resources, and reward. Community capacity is a coalition or community's ability to identify, mobilize, and address social and public health problems. This includes citizen participation and

leadership, skills, resources, social and organization networks, sense of community, community power, and an understanding of the community's history.

Below is a brief overview of the programs to be addressed by applicants:

### **Alcohol and Drug Prevention**

#### **Background/Overview**

Alcohol – According to the 2013 Vermont Youth Risk Behavior Survey (YRBS), 33% of students in grades 9-12 reported drinking alcohol during the past 30 days, and 19% binged on alcohol (had 5 or more drinks within a couple of hours) during the past 30 days. Research has demonstrated that children who begin drinking alcohol before age 15 are five times more likely to develop alcohol problems than those who start after age 21. According to the 2010-11 National Survey on Drug Use and Health, 51% of 18-25 year olds binged in the past month.

Marijuana – In Vermont, more teens enter treatment with a primary diagnosis for marijuana dependence than all other illicit drugs combined. According to the 2013 YRBS, 24% of all high school students used marijuana during the past 30 days, and the 2010-11 National Survey on Drug Use and Health identifies Vermont with the highest rate in the nation of past month marijuana use among 18-25 year-olds, at 33.2%.

#### **Alcohol and Drug Prevention and Healthy Community Design**

According to the Substance Abuse and Mental Health Services Administration (SAMHSA) and the National Prevention Health Promotion and Public Health Council, Healthy Community Design, with reference to preventing alcohol and drug abuse, is an evolving concept that addresses both prevention and recovery. It brings the power of individual citizens and institutions together to promote health communitywide. Examples of healthy community design in this area include:

- Developing, implementing, and enforcing of alcohol control policies such as limits on hours and locations of alcohol sales, education of retailers on responsible beverage service and other strategies to prohibit service to minors and intoxicated persons, and enforcement of the minimum legal drinking age.
- Strengthening environmental messages that empower young people not to drink or use other drugs, such as reducing youth exposure to alcohol marketing, reducing messaging that encourages marijuana use, and exposing youth to counter-marketing messages.
- Increasing social connectivity through strategies that enhance family relationships through meaningful intergenerational substance free social opportunities.
- Promoting and supporting strategies that reduce stigma associated with addiction and mental health problems.
- Implementing efforts that promote continuity of care for people affected by their own or another's substance use. This includes collaboration with partners who provide education, screening, intervention, treatment, and recovery services as well as local government and law enforcement.

*National Prevention Strategy: America's Plan for Better Health and Wellness*, National Prevention, Health Promotion and Public Health Council, 2011.

<http://www.surgeongeneral.gov/initiatives/prevention/strategy/report.pdf>

### **Healthy Vermonter Desired Statewide Outcomes**

- Reduce by 10% the proportion of individuals engaging in binge drinking among: adults ages 18-25 past 30 day measure by 2020, adolescents ages 12-17 past 30 day measure by 2020.
- Reduce by 10% past month use of illicit substances among: adolescents ages 12-17 reporting use of alcohol or any illicit drugs by 2020, adolescents ages 12-17 who used marijuana during the past 30 days by 2020.

## **Tobacco Control**

### **Background/Overview**

Tobacco use causes a number of chronic conditions, including coronary heart disease, stroke, chronic obstructive lung disease, and lung and other cancers. It is the leading cause of preventable death in the United States and in Vermont. Grantees carrying out tobacco interventions will implement community-based policy and environmental strategies that address reducing prevalence and secondhand smoke exposure among individuals of low socioeconomic status, as well as creating environments where youth are less likely to initiate tobacco use. The strategies for reaching these goals are based on Best Practices for Comprehensive Tobacco Control Programs (2007) developed by the Centers for Disease Control and Prevention. (See the CDC Best Practices for Tobacco publication at:

[http://www.cdc.gov/tobacco/stateandcommunity/best\\_practices/index.htm](http://www.cdc.gov/tobacco/stateandcommunity/best_practices/index.htm). Specific activities for each strategy are evidence-based or promising practices that have the potential to reduce the burden of tobacco use in communities, especially among low-SES individuals.

### **Healthy Vermonter and Vermont Tobacco Evaluation and Review Board Desired Statewide Outcomes**

- Reduce adult smoking prevalence to 12% by 2020.
- Reduce youth smoking prevalence to 10% by 2020.
- Reduce nonsmokers' secondhand smoke exposure to 30% by 2020.
- Maintain low prevalence of Other Tobacco Product (OTP) use.

All activities included in the tobacco scope of work are promising or best practices to work toward these outcomes.

## **Physical Activity and Nutrition**

### **Background/Overview**

Poor nutrition and physical inactivity are associated with a number of chronic conditions and are the second leading causes of preventable death in the US. Grantees carrying out physical activity and nutrition strategies will support towns with implementing evidence-based, municipal level strategies and activities that increase access to places to be active and purchase healthy food, particularly in low-SES communities. The strategies for reaching these goals are based on the CDC Recommended Community Based Strategies for Obesity Prevention

([http://www.cdc.gov/obesity/downloads/community\\_strategies\\_guide.pdf](http://www.cdc.gov/obesity/downloads/community_strategies_guide.pdf)). Of these strategies, the VDH identified the ones most likely to have a significant impact in Vermont.

### **Desired Outcomes**

- Reduce the proportion of Vermonters who are obese: adults to 22%, youth to 10% by 2020.
- Increase the proportion of Vermonters who meet physical activity guidelines: adults to 65%, youth to 30% by 2020.
- Increase the proportion of Vermonters who eat 3+ servings of fruit each day: adults to 45%, youth to 40% by 2020.
- Increase the proportion of Vermonters who eat 3+ servings of vegetables each day: adults to 35%, youth to 20% by 2020.

### **Healthy Retailer**

#### **Background/Overview**

Many residents of Vermont's rural communities have limited access to full-scale grocery stores and shop at small grocery and convenience stores. These small grocers and convenience stores often have limited quantities of affordable healthy foods and offer an abundance of alcohol products and marketing items. The Healthy Retailer Initiative was started in 2009 and has reached over 60 stores statewide. Community survey and store audit results are available here:

[http://healthvermont.gov/family/fit/documents/healthy\\_retailers\\_survey\\_audit\\_results\\_0912.pdf](http://healthvermont.gov/family/fit/documents/healthy_retailers_survey_audit_results_0912.pdf).

A Public Health best practice includes creating environments where making a healthy choice is an easy choice. The goal of Healthy Retailers is to change the environment within smaller, local grocery and convenience stores, making healthy choices more visible to consumers by helping retailers promote healthy and local food and reducing marketing of alcohol to youth.

#### **Desired Outcomes**

Increase access to healthy and, when feasible, local foods and decrease youth's exposure to alcohol products and advertising in small grocery and convenience stores located in rural and/or low-SES communities.

- Reduce the proportion of Vermonters who are obese: adult to 22% by 2020; youth to 10% by 2020.
- Increase the proportion of Vermonters who eat 3+ serving of fruit each day: adults to 45% by 2020; youth to 40% by 2020.
- Increase the proportion of Vermonters who eat 3+ servings of vegetables each day: adults to 35% by 2020; youth to 20% by 2020.
- Reduce by 10% the proportion of individuals engaging in binge drinking among: adults ages 18- 25; youth ages 12-17 by 2020

## **2. Scope of Work**

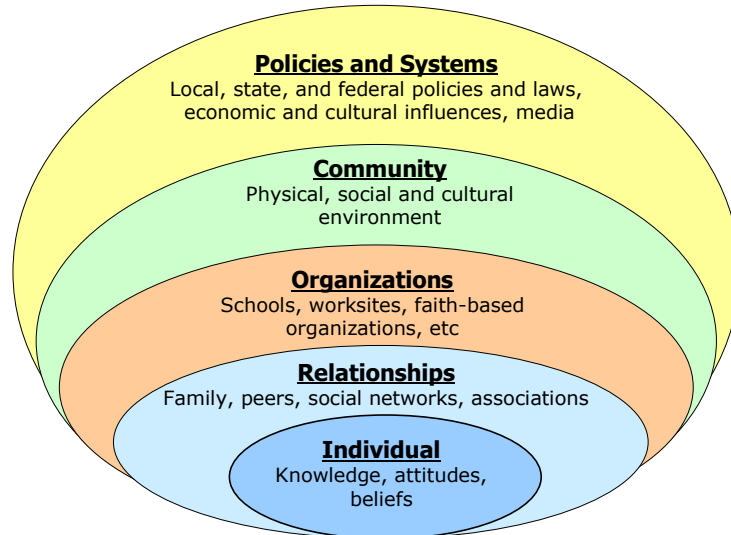
### **Alcohol and Drug Prevention**

#### **Comprehensive Approach**

The research literature supports the implementation of a comprehensive mix of evidence-based strategies as the best approach to prevent underage, and binge drinking and marijuana use. As such, the Vermont Prevention Model (below) is a visual representation of the various levels of a comprehensive approach to prevention. For this grant, we have identified the following selection criteria for the strategies selected for the intervention menu:

- Contributes to the healthy community design concept outlined on page 5
- Potential for a sufficient reach (numbers served)
- Cost effective
- Addresses multiple risk factors
- Evidence-based and shown effect with substance abuse outcomes

## Vermont Prevention Model



Adapted from: McElroy KR, Bibeau D, Steckler A, Glanz K. An ecological perspective on health promotion programs. Health Education Quarterly 15:351-377, 1988.

### Implementation Requirements

Grantees must implement:

- **Two evidence-based strategies from the intervention menu provided** to address either binge drinking (ages 18-25), underage drinking (ages 12-20), or marijuana use (ages 12-17). Grantees may change their chosen strategy during the three-year grant period based on evaluation results and community readiness and capacity. Grantees wishing to change their strategy must submit a written request and justification for approval by the State, PRIOR to implementation.
- **All supporting activities listed on page 11** (in the Community section of the Intervention Menu) designed to reinforce healthy community design and the ADAP strategic plan for reducing substance abuse. *The supporting activities DO NOT COUNT TOWARDS THE TWO EVIDENCE-BASED STRATEGY REQUIREMENT ABOVE.*

The strategy intervention menu (below) corresponds to the levels of the Prevention Model (above) to assist in selecting strategies that will expand and support your existing comprehensive substance abuse prevention plan. In keeping with the concept of healthy community design, Grantees are required to select at least one intervention from the Policies and Systems, Community or Organizations levels.



## Intervention Menu Options (and Risk Factors Addressed)

Policies and Systems: Local, state and federal policies and laws, economic and cultural influences, media

### Evidence-based Strategies

- Education on Policy Approaches: Alcohol outlet density control through zoning and municipal regulation (retail availability, community norms). **Addresses underage and binge drinking**
- Education on Policy Approaches: Ordinances/policies restricting alcohol in public places and/or at community events (social availability, community norms) **Addresses underage and binge drinking**
- Education on Policy Approaches: Local enhancements (as permitted by state law) to one or more alcohol control regulations such as social host liability, restricted hours of sales, keg registration, restrictions on advertising and promotions, etc. (retail availability, social availability, community norms perceived legal consequences of providing alcohol to minors, alcohol promotion) **Addresses underage and binge drinking**
- Enhanced Local Enforcement: Party patrols (social availability, perceived negative legal consequences of drinking, community norms) **Addresses underage and binge drinking (no more than 10% of ADAP funds award can be allocated for enforcement)**
- Enhanced Local Enforcement: Saturation patrols (perceived negative legal consequences of drinking, community norms) **Addresses underage and binge drinking (no more than 10% of ADAP funds can be allocated for enforcement)**
- Enhanced Local Enforcement: Sobriety checkpoints (perceived negative legal consequences of DUI, community norms) **Addresses underage and binge drinking (no more than 10% of ADAP funds can be allocated for enforcement)**

Community: Physical, social and cultural environment

Supporting Activities – although included in the Intervention Menu, all Grantees are required to address these supporting activities as specified in the “**Supporting Activities**” section below. The supporting activities below are required of all Grantees and do NOT count towards the “two evidence-based strategy” requirement.

- Community mobilization including but not limited to engaging stakeholders, youth empowerment, building relationships with policymakers, etc. (all risk factors that are targeted) **Addresses underage and binge drinking and marijuana use**
- Media advocacy (developing relationships with media outlets to inform and increase media coverage of prevention activities) resulting in earned media (all risk factors that receive media attention). Media Advocacy is a result of relationships with media outlets and these activities do not constitute a media campaign. **Addresses underage and binge drinking and marijuana use**

<ul style="list-style-type: none"> <li>Support statewide communications campaign (to be determined)</li> </ul>
<p style="text-align: center;">Organizations: Schools, worksites, faith-based organizations, etc.</p>
<p>Evidence-based Strategies</p> <ul style="list-style-type: none"> <li>eCHECKUP TO GO for alcohol for College or eCHECKUP for marijuana for College can be implemented universally (e.g. required for entire freshman class) or for selected students (perceived health and social consequences of use) <b>Addresses underage and binge drinking and marijuana use</b></li> <li>Alcohol Edu for College or Alcohol Edu for High School can be implemented universally (e.g. required for the entire college freshman class) or for selected students (perceived health consequences or drinking/binge drinking, perceived social consequences of drinking/binge drinking) <b>Addresses underage and binge drinking</b></li> </ul>
<p style="text-align: center;">Relationships: Family, peers, social networks, associations</p>
<p>Evidence-based Strategies: Family focused</p> <ul style="list-style-type: none"> <li>Creating Lasting Family Connections/Lasting Connections – Family focused program for parents and youth ages 13-17 (family norms/influences) <b>Addresses underage drinking and marijuana use</b></li> <li>Guiding Good Choices<sup>1,2,3</sup> Group-based for parents of children in grades 4-8 (family norms/influences, parental monitoring) <b>Addresses underage drinking and marijuana use</b></li> <li>Nurturing Parenting Program<sup>1,2,3</sup> Group-based for parents and children ages 6-12 (parental monitoring, emotional/behavior problems in childhood, child abuse/maltreatment) <b>Addresses underage drinking and marijuana use</b></li> </ul>
<p style="text-align: center;">Individual: Knowledge, attitudes, beliefs</p>
<p>Evidence-based Strategy</p> <ul style="list-style-type: none"> <li>BASICS: Brief Alcohol Screening and Intervention for College Students who drink heavily and have experienced or are at risk for alcohol related problems – can be implemented universally (e.g. via a public website) or for selected groups (perceived health and social consequences of use) <b>Addresses binge drinking</b></li> </ul>

<sup>1</sup>Addresses multiple risk and protective factors, <sup>2</sup>Addresses multiple substance abuse priorities, <sup>3</sup>Addresses multiple health/mental health topics

For additional information on the strategies above, search by strategy name. If you are proposing to implement a strategy not on the list, you must provide a rationale and justification and source of the strategy by using one of the following links:

- <http://nrepp.samhsa.gov>
- <http://www.thecommunityguide.org/index.html>
- <http://www.ojjdp.gov/mpg/>

**ADAP's funding for the Combined Community Grants will NOT support the development of any NEW local, community-based media campaign.**

For more information on evidence-based strategies, strength, and reach, see the Vermont Strategic Prevention Framework Guidance document at:

<http://healthvermont.gov/adap/prevention/SPF/documents/FinalDraftGuidanceNov2008.pdf>

### **Supporting Activities**

In addition to the selection of at least two evidence-based strategies, all Grantees must also agree to the following supporting activities:

1. **Engage in Community Mobilization** (“Community” level) which includes, but is not limited to the following activities: Build and support internal organizational capacity, effective planning and implementation engaging traditional and non-traditional stakeholders, communications, youth and young adult empowerment/engagement and cultural competence.
2. **Engage in Media Advocacy** (“Community” level) which is defining as developing relationships with media outlets to inform and increase media coverage of prevention activities and information resulting in earned (non-purchased) media. Media outlets include written media (Op-Ed, letters to the editor, press releases, etc), social media (Facebook, twitter, website, etc), and audio (radio), and in-person media such as interviews, public access television, etc).

### **3. Participate in Trainings**

Participate in all required VDH trainings (up to 4/year) during the grant cycle.

- a. Trainings may include a VDH sponsored law enforcement/community training on evidence-based approaches to enforce the minimum legal drinking age, if offered
- b. All newly hired program staff (hired less than 6 months) must participate in the ADAP funded Substance Abuse Prevention Skills Training (SAPST) course, if offered during the grant period. Staff funded less than 25% by the ADAP portion of the Combined Community Grant has the option to complete a 5-hour online introduction to Prevention course which is a stand-alone component of the SAPST course in lieu of attending the 4 day SAPST course.

### **4. Education**

- a. Collaborate with community partners on a project for Alcohol Awareness month in April 2015, 2016 and 2017.
- b. Promote and participate in community forums and trainings on prescription drugs

### **5. Communication**

- a. Promote Vermont’s prescription misuse prevention initiatives to include Drug Take-Back Day throughout the grant period (FY 15-17)
- b. Participate in a statewide common theme campaign, if developed

### **Reporting**

1. Report National Outcome Measures (NOMs) as required by the Substance Abuse Prevention and Treatment Block Grant. NOMs must be reported by Grantees for all individual-based strategies.

More information about NOMs can be found on the Vermont Department of Health website at:

<http://www.healthvermont.gov/adap/adapgranteenoms.gov.aspx>

**Performance Measures:**

1. Receipt by the state of approved implementation plan prior to the end of quarter 1 (ends 9/30/14)
2. Grantee must address and/or complete at least 90% of all fidelity tasks in approved Implementation Work Plan(s) by the end of the grant period.
3. All completed reports/data submissions/success stories required must be submitted by the due dates identified in the grant.

**Tobacco Control**

Applicants must pick all three of the following strategies. Within each strategy, applicants must choose the specified number of required activities. Applicants may change their chosen activity during the three-year grant period based on community readiness. Applicants wishing to change their activity must submit a written request and justification for written approval by the State. Note: Applicants do not need to map all activities back to the statewide outcomes; all activities have been chosen by VDH because of their potential to have the greatest impact on the statewide outcomes.

1. **Strategy 1:** Work with community leaders to promote evidence-based practices in their community concerning tobacco retail outlets through **one** of the following required activities:

- A. Provide education to the community and community leaders regarding tobacco product placement and advertising.
- B. Provide education to the community and community leaders on the effects of tobacco retail outlet number, location, type (including pharmacies), and/or density.
- C. Provide education to the community and community leaders on the effects of tobacco accessibility and product type (e.g. flavored products) on youth tobacco initiation.

2. **Strategy 2:** Work with community leaders to promote evidence-based practices to reduce secondhand smoke exposure through **two** of the following required activities supported by Vermont's Community Transformation Grant (CTG) tobacco control initiatives. Applicants whose service area includes the main campuses of Castleton State College of Vermont, Community College of Vermont, Johnson State College, Lyndon State College, Vermont Technical College, or the University of Vermont must choose all **three** activities (A, B and C). Applicants working on smoke-free multiunit housing under CTG must also choose all **three** activities (A, B, and C). **Applicants working in a CTG area may be eligible for additional funding for Activity B.**

- A. Provide education to the community and community leaders regarding smoke/tobacco-free public parks, beaches, and other open-air places and/or events.
- B. Provide education to the community and community leaders regarding smoke/tobacco-free post-secondary educational institutions and/or multiunit housing.

C. Provide education to the community and community leaders regarding smoke/tobacco-free business campuses or grounds and/or health care organization campuses or grounds. (Campuses or grounds mean the area under the control of the business or health care organization.)

3. **Strategy 3:** Carry out local activities in coordination with statewide Media Campaigns, listed below. Choose **both** activities below.

A. Promote 802Quits to the community by garnering earned media and using other materials as provided by the state. These activities may occur across Quarters 2, 3, and 4 in each grant year.

B. Carry out local activities around an additional media campaign in each grant year by garnering earned media and using other materials as provided by the State.

#### **Performance Measures: Tobacco Control**

1. Educate the community (through a community forum or similar community event) on at least one evidence-based practice for each strategy addressed.

2. All completed reports must be submitted by the required due dates in the grant.

3. Receipt by the State of evidence of earned media conducted for Strategies 1, 2, or 3, reported in the Implementation Plan Report. Attach proof of one earned media event per campaign (materials, publication, etc.).

4. Success Story for this Program Area submitted in a format approved by the State.

#### **Physical Activity and Nutrition**

The Grantee will work with key community members, community leaders, and municipal staff to mobilize the community and support the implementation of municipal level strategies leading to increased access to physical activity and/or healthy food.

Applicants are required to convene and maintain a multi-sector "Action Team" of community leaders, professional staff, and engaged citizens. The Action Team agrees to attend a VDH sponsored, two day Healthy Community Design Summit, led by national expert and CDC consultant to Vermont, Mark Fenton (<http://www.markfenton.com/>) to be held in the first quarter of the first grant year. Action Team members should be comprised of at least five community leaders who represent diverse, multi-sector organizations list below. Each person might fill multiple slots (e.g. an elected official who is also a disability advocate).

- Local government staff in planning or economic development (required to be on Action Team)
- Engineering, infrastructure, or public works staff member
- Local elected or appointed official (city/town council, school board, planning board)
- Representative or advocate of the low-SES population or community (required to be on Action Team)
- Representative of housing and/or transit authorities
- The health community (i.e., healthcare or public health representative)
- Disability advocate (strongly recommended)

- Parks and recreation professional
- Representative of the business community
- Representative of local food, community gardens, or farmers market, and
- Influential community advocate or non-profit organization representative

**Suggested Action Team member criteria:**

When convening your Action Team, consider using the following criteria as guidance regarding who to approach:

- All members should understand and embrace the concept of healthy community design,
- The majority of members (3 out of 5; 7 out of 10) can work on this as part of their job,
- Members have the community reach and impact to pull in all needed partners at the appropriate time.

**Implementation Requirements**

Applicants must implement:

- **One or more of the Strategies and at least one Activity** under each “Activity A” outlined in the table below. Applicants may change their chosen strategy and/or Activities during the three-year grant period based on evaluation results and community readiness and capacity. Applicants wishing to change their strategy must submit a written request and justification for approval by the State, PRIOR to implementation.
- **All of the Supporting Activities (B, C and D) for each Strategy chosen**, described on page 15 designed to educate and garner community support for, and evaluate the use of, the selected projects. The Supporting Activities (B, C and D) **DO NOT COUNT TOWARDS THE STRATEGY SELECTION REQUIREMENT ABOVE.**

**Strategy 1: Implement municipal level mixed use development projects, practices and procedures.**

Activity A: Work with Action Team members to implement *at least one* of following:

1. Update development practices (such as zoning ordinance, design review, incentives, etc.) to require or encourage mixed-use development and redevelopment in community centers (housing, shopping, schools, civic services, etc.) that will support physical activity and/or access to healthy food.
2. Update development practices (such as zoning ordinance, subdivision guidelines, etc.) to require new or re-development in residential areas that will support physical activity and/or access to healthy food, such as location of corner markets and shops, incentives for urban agriculture, and comprehensive inclusion of pedestrian and bicycle facilities.

**Strategy 2: Implement municipal level bicycle/pedestrian/active transportation projects, practices and procedures.**

Activity A: Work with Action Team members to implement *at least one* of following:

1. Adopt a plan to create and maintain a network of bicycle and pedestrian facilities (sidewalks, bike lanes, trails, greenways, shared use paths) that connect important destinations (housing, schools, retailers, healthcare, recreation, employment, food).
2. Adopt a plan to ensure municipality has an established and transparent process of

implementing the state's Complete Streets policy.

3. Enhance or improve bicycle facilities (install bike racks, bike lanes/shoulders; improve bike lane signage and safety).
4. Enhance or improve pedestrian facilities (lighting, sidewalk or pedestrian crossings, sidewalk connectivity, trail improvements).

**Strategy 3: Implement municipal level parks, recreation, open space projects, practices and procedures.**

Activity A: Work with Action Team members to implement *at least one* of following:

1. Adopt a plan to support and protect safe and attractive recreational facilities such as parks, playgrounds, open space, trails, for all ages and abilities; that are accessible to all residents, including those without use of an automobile.
2. Develop a connectivity plan for a transportation (not just recreation) oriented trail system.
3. Enhance or improve parks, recreation, open space (improve safety, upgrade or install new equipment, improve or install signage).

**Strategy 4: Implement municipal level access to healthy food, practices and procedures.**

Activity A: Work with Action Team members to implement *at least one* of following, establish:

1. A local or regional food policy council.
2. Procedures and practices to require healthy food is offered at all municipal venues and events.
3. Community farmers market(s) in underserved areas; ensure market is accessible to low-SES residents and accepts EBT.
4. Community garden(s) accessible to low-SES residents.
5. Local Farm to Plate efforts, particularly regarding produce.

**Supporting Activities**

In addition to the selection of at least one Strategy and one "Activity A" per selected Strategy above, **all applicants must implement all of the following supporting activities for each Strategy and Activity selected:**

Activity B: Educate and mobilize the community regarding the benefits of the selected project(s) through community forums, educational sessions, earned, and/or social media. This can include engaging community members in opportunities to actively participate in the changes such as getting community members to bicycle on the new trail, drive safely through an improved intersection or roadway, work in the community garden.

Activity C: Evaluate and report (using formats provide by or approved by the State) community perception and the use of, new or improved facilities.

Activity D: Participate in trainings and statewide communication campaign(s), if developed.

Note: Favorable consideration will be given to those who implement a plan and can provide a demonstration of the plan or practice being in place by the end of year one. This refers to: Strategy 1, Activities 1 and 2; Strategy 2, Activities 1 and 2; Strategy 3, Activities 1 and 2, Strategy 4, Activities 1 and 2. For example Strategy 2, Activity 2, a transparent Complete Streets plan for the town is adopted and the town applies the recommendations in the plan to a road project, creating a new, “complete street”, as a result.

Performance Measures: Physical Activity and Nutrition

1. For each Strategy chosen, at least one municipal level project will be implemented to increase access to physical activity and/or healthy food, and the community will be informed about the project’s benefits.
2. All completed reports must be submitted by the required due dates in the grant.
3. Success Story for this Program Area submitted in a format approved by the State.

**Healthy Retailer**

The Grantee will work with owners of small, local, “mom and pop”, convenience or small grocery stores (can be independently owned or chain, but no full scale grocery stores or food co-ops) to support the implementation of Healthy Retailers to increase access to health food and decrease youth exposure to alcohol advertising and products. For more information about Healthy Retailers see:

<http://healthvermont.gov/family/fit/obesitypreventionplan.aspx#Retailers>.

**Note:** Tobacco is no longer included as a required Healthy Retailer activity since it is not an evidence-based or promising practice for durable change in the retail environment. All tobacco activities related to the retail environment are included in Strategy 1 of the Tobacco Scope of Work above.

Applicants must address all of the Strategies below and implement all of the Activities under each Strategy.

**Strategy 1:** Recruit and assist local retailers (at least 2 for newly funded applicants; 4 for previously funded applicants) with making and sustaining changes to promote healthy (and when possible, healthy *local*) food; reduce youth’s exposure to alcohol advertising and products by conducting both of the following activities:

- A. Work with each retailer to identify and make a minimum of two (2) changes to promote healthy food; and work with each retailer to make a minimum of two (2) changes to reduce youth’s exposure to alcohol products or promotional items. The “Vermont Healthy Retailer Initiative FY15 Grantee Activities” document located at: <http://healthvermont.gov/local/grants> provides a list of store changes that may be made.
- B. At least 6 times per year visit the stores and, when possible, meet with Retailer, to ensure in-store changes are being sustained. If changes are not sustained, work with retailer to identify solutions or new changes to implement.



**Strategy 2:** Promote Healthy Retailer and participating retailers to the community by conducting both of the following Activities:

- A. Provide education to the community regarding Healthy Retailer through community forums, educational sessions, and/or earned or social media.
- B. Promote participating retailers to the community through garnering earned and/or social media and offering signage to store owners, such as the VDH “Shop here. Shop healthier” door clings.

**Strategy 3:** Evaluate changes made and sustained by the retailer and evaluate community perception of Healthy Retailer by conducting all of the following Activities:

- A. Conduct a pre-store audit, using tools provided by the State, to assess the retail environment in the stores and use the result to develop and discuss with the Retailers, potential areas for improvement.
- B. Conduct year-end store audits, using tools provided by the State, to monitor changes made by Retailers.
- C. Conduct annual community assessment(s) using tools provided by the State, to gauge community knowledge and perception of the project.

**Performance Measures: Healthy Retailer**

- 1. Newly funded applicants must complete 2 store audits and 2 post store audits using tools provided by the State.
- 2. Document through reporting to the State that a least one change to increase access to healthy food or decrease alcohol promotion toward youth was implemented in each store and promoted in the community.
- 3. All completed reports must be submitted by the required due dates in the grant.
- 4. Success Story for this Program Area submitted in a format approved by the State.

### **3. General Provisions**

#### **3.1 Grant Terms**

The selected Grantee will sign a grant with the VDH to carry out the specifications and provide the activities detailed in the proposal. Terms and conditions from this RFP and Grantee’s response will become part of the grant. This grant will be subject to review throughout its entire term. The VDH will consider cancellation upon discovery that a Grantee is in violation of any portion of the agreement, including an inability by the Grantee to provide the products, support and/or service offered in their response.

#### **3.2 Grant Award**

The VDH may award one or more grants and reserves the right to make additional awards to the same Grantee or other Grantees who submitted proposals at any time during the first year of the grant if such award is deemed to be in the best interest of the VDH. The VDH may also shorten the grant period for

any or all topic areas, conditional upon Grantee performance and funding.

### **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 grant. All data, technical information, materials gathered, originated, developed, prepared, used or obtained in the performance of the grant, 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 grant, shall be and remain the property of the VDH and shall be delivered to the VDH upon 30 days' notice by the VDH. A Grantee shall not sell a work product or deliverable produced under a grant awarded as a result of bids without explicit permission from the VDH.

### **3.4 Penalties and/or Retainage**

The VDH will enforce penalties if the Grantee fails to meet the performance measures as defined for each program area in Section 2, Scope of Work.

### **3.5 Subgrantees**

Any subgrantee hired by the primary Grantee must adhere to the same standards and Grantee provisions applicable to the primary Grantee. The primary Grantee retains overall responsibility for grant performance. The primary Grantee must advise the VDH of intent to hire a subgrantee and provide the name of organization, name of president/owner, and location of organization. The VDH reserves the right to reject the hiring of subgrantee during the term of the grant. All grant changes including changes to subgrantee agreements, must be discussed and agreed upon by the Grantee, subgrantee, and VDH Central Office and Office of Local Health representatives.

### **3.6 Invoicing**

All invoices are to be submitted by the Grantee on the Grantee's standard invoice in a format defined by the State. The invoice must include the following: an original signature, name and address for remittance of payment by the State, and the grant number. Invoices are to be submitted directly to ADAP and HPDP Central Office in Burlington.

### **3.7 Grantee Staffing**

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

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

### **3.8 Key Grantee Responsibilities**

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

3.8.1 The Grantee will successfully implement the work plan to accomplish the tasks described and defined in the Scope of Work.

3.8.2 The Grantee must abide by all State policies, standards and protocols as provided, and defined in this grant. Before commencing work on this Agreement the Party must provide certificates of insurance to show that the following minimum coverage is 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 coverage 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.

**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 insured's 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: \$1,000,000 combined single limit. Party shall name the State of Vermont and its officers and employees as additional insured's for liability arising out of this Agreement.

Waivers of the \$1,000,000 automobile limit may be available during grant negotiations.

## 4. Management Structure and General Information

### 4.1 Project Management

The Grantee will be accountable to the Deputy Commissioner of Health and his/her designee(s), and holds responsibility for the project deliverables, schedule and adherence to grant provisions. The Grantee must abide by all VDH standards and protocols as defined by the Deputy Commissioner of Health and his/her designee(s).

Upon grant award, the VDH Office of Local Health, in each area ([http://www.healthvermont.gov/local/district/district\\_office.aspx#find](http://www.healthvermont.gov/local/district/district_office.aspx#find) ) will work directly with Grantees to ensure successful implementation of Central Office directed grant deliverables. VDH Office of Local Health will be the main contact for Grantees by providing the following support:

- Work plans and progress reports will be reviewed by the District Office as part of VDH grant monitoring process.
- Under guidance from Central Office program staff, provide technical assistance and consultation to Grantees to support grant deliverables and reporting.
- Participate in regular meetings and conference calls with Grantees to ensure that the grant is being implemented effectively and required activities are being conducted.
- Attend meetings for the organization or partnership's board or advisory group. District Office staff may also serve as a non-voting member.
- Facilitate community linkages that will enhance and support grant outcomes.

#### **4.2 Status Reports for Monitoring**

The Vermont Department of Health reserves the right to call a meeting with the Grantee either in person or by conference call to ensure that unresolved issues are resolved during this grant period. The Grantee will be accountable in advising the Deputy Commissioner of Health or his/her designees when/if performance measures agreed upon will not be met. The following status reports will become part of the grant. They include the following:

The Grantee will report quarterly to the State to document progress towards required program activities using a format provided by VDH.

## **5. Proposal Requirements**

### **5.1 Proposal Guidelines**

This RFP defines the scope of work required and work/management structure within which the chosen Grantee must operate. In order to be considered for selection, applicant 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.

### **5.2 Single Point of Contact**

Lisabeth DeLorge is the sole contact for this proposal. All communications concerning this RFP are to be addressed **in writing** to the attention of Lisabeth DeLorge (listed on cover sheet of this proposal). Attempts by applicant to contact any other party about the RFP could result in the rejection of their proposal as determined by the VDH. Applicant may contact their Office of Local Health with specific data requests.

### **5.3 Question and Answer Period**

Any applicant requiring clarification of any section of this proposal or wishing to submit questions may do so according to the **5.5 Timetable** schedule listed in this section. All questions must be e-mailed to [lisabeth.delorge@state.vt.us](mailto:lisabeth.delorge@state.vt.us) as the single point of contact listed on page 1 of this proposal. The single point of contact will redirect program-specific questions to VDH program staff. **Please write "RFP Question" in the email subject line of all written questions.**

Opening date for all written questions is **January 8, 2014**. No questions will be taken after **February 14, 2014**. All responses to written questions received by Friday will be posted on Friday of the next week on the State’s website: <http://www.vermontbusinessregistry.com>.

Actual dates for submitting and responding to written questions appear in the table below:

Date written questions received by 4:30 PM on:	Response posted by 4:00 PM on:
January 10, 2014	January 17, 2014
January 17, 2014	January 24, 2014
January 24, 2014	January 31, 2014
January 31, 2014	February 7, 2014
February 7, 2014	February 14, 2014
February 14, 2014	February 21, 2014

At the close of the question period, a copy of all questions or comments and the State’s responses will be posted on the State’s website.

#### 5.4 Applicant Technical Assistance Opportunities

Attendance at the technical assistance webinars, being offered to provide additional guidance to applicants, is optional. Details to log-in to both webinars are posted at:

<http://healthvermont.gov/local/grants>. In addition, both webinars will be recorded and posted at: <http://healthvermont.gov/local/grants>.

A webinar on the Physical Activity and Nutrition strategies in this RFP, led by national expert and CDC consultant to Vermont, Mark Fenton (<http://www.markfenton.com/>) will be held on **January 24, 2014 at 1:00PM**. The webinar will be approximately 30-40 minutes with time for questions and answers

An applicant/bidders conference on this entire RFP will be held on **January 28, 2014 at 1:30PM - 3:30PM**. This will be offered via webinar. Applicants may attend in person at 108 Cherry Street, Burlington, Vermont, Room 2B.

#### 5.5 Timetable

The table below presents the VDH schedule for this RFP and granting process. Please note that the VDH reserves the right to adjust the schedule below as needed.

RFP published	January 8, 2014
Start of written questions	January 10, 2014
End of written questions	February 14, 2014
Response to questions	See table in 5.3
<b>PROPOSALS DUE</b> (see Section 5.6 for detailed instructions on proposal format and submission instructions)	<b>February 28, 2014 at 3:00 PM Eastern Time</b>
Bid Opening	March 3, 2014, 12:00 PM
Grantee Selection	April 18, 2014
Grant negotiation period	Until May 16, 2014
Anticipated “Start Work Date”	July 1, 2014

A public opening of the proposals will be held at the Vermont Department of Health, Suite 207, 108 Cherry Street, Burlington, VT, at **12:00 PM Eastern Time on March 3, 2014**.

The State reserves the right to accept or reject any or all proposals. If a proposal is selected, the chosen Grantee will be invited to negotiate a grant for all or part of the activities outlined in this RFP. Work to be completed under this grant will commence no later than July 1, 2014.

### **5.6 Proposal Submission**

Applicants must submit a single-sided original and seven copies of the proposal with a signed cover letter.

An electronic copy must be emailed to [lisabeth.delorge@state.vt.us](mailto:lisabeth.delorge@state.vt.us). (An email version is not an alternative or substitute for above.)

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

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

The proposal must be organized in the order described below. Use the numbering designations outlined.

Response Section I: Cover Letter, Vermont Tax Certificate, and Insurance Certificate  
Response Section II: General Background and Qualifications  
Response Section III: Ability and Approach to Implement the Strategies, Activities, and Specifications of this Grant  
Response Section IV: References  
Response Section V: Staffing  
Response Section VI: Proposed Work Plan  
Response Section VII: Cost Proposal  
Response Section VIII: Exceptions

The numbering designations will allow evaluators to score areas appropriately. Applicants will submit their proposal to:

Lisabeth DeLorge  
Vermont Department of Health  
108 Cherry Street, PO Box 70  
Burlington, Vermont 05402-0070

The closing date for the receipt of proposals is **3:00 PM Eastern Time on Friday, February 28, 2014**.

Proposals must be delivered to Lisabeth Delorge at the address listed above prior to that time. Proposals or unsolicited amendments submitted after that time will not be accepted and will be returned to the Applicant. There are no exceptions to the closing date conditions.

Delivery Methods:

- U.S. MAIL:** Applicants are cautioned that it is their responsibility to originate the mailing of proposals in sufficient time to ensure receipt by the State prior to the time of the bid opening.
- EXPRESS DELIVERY:** If proposals are being sent via an express delivery service, be certain that the RFP designation is clearly shown on the outside of the delivery envelope or box.
- HAND DELIVERY:** Hand-carried proposals must be delivered to Lisabeth Delorge in Suite 207, VDH, and 108 Cherry Street, Burlington, Vermont.
- ELECTRONIC/EMAIL:** Electronic proposals will not be accepted. (NOTE: An electronic copy must be emailed to [lisabeth.delorge@state.vt.us](mailto:lisabeth.delorge@state.vt.us). An email version is not an alternative or substitute for the above.
- FAXED BIDS:** Faxed proposals will not be accepted.

### 5.7 Proposal Format

Proposals must be no longer than 20 single-sided pages in Times New Roman type using 12 point font with one-inch margins. This excludes Response Section I, staff résumés, the cost proposal and budget pages, work plans, and references. Applicants must use the work plan templates provided by the State, located at <http://healthvermont.gov/local/grants>. The format of the Applicant's proposal must include, at a minimum the following chapters, numbered as follows:

### 5.8 Response Section I: Cover Letter, Vermont Tax Certificate and Insurance Certificate

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

The cover letter must be signed and dated by a person authorized to legally bind the vendor to a contractual relationship, e.g., the President or Executive Director of the organization. If the Applicant is using a fiscal agent, the cover letter must be signed and dated by a person authorized to legally bind the fiscal agent. Along with introductory remarks, the cover letter must include by attachment the following information about the Applicant and any proposed subgrantee:

1. Statement identifying which projects the Applicant is applying for:
  - Alcohol & Drug Prevention
  - Tobacco Control
  - Nutrition and Physical Activity
  - Healthy Retailer
2. Name, address, principal place of business, telephone number, and fax number/email address of legal entity or individual with who grant would be written.
3. Name, address, principal place of business, telephone number, and fax number/email address of

the Applicant if the grant is being written with the fiscal agent as described in (2) above.

4. Start and end date of fiscal year for the organization as listed in (2) above.
5. Legal status of the organization in (2) above (sole proprietorship, partnership, corporation, etc.) and the year the entity was organized to do business, as the entity now substantially exists.
6. Disclose if you, your Chief Financial Officer (or equivalent), or any persons who may be directly involved in this funded agreement over the past five years has been convicted, imprisoned, placed on probation or under supervision, or fined for any violation of any law including motor vehicle violations.
7. Disclose if you, Chief Financial Officer (or equivalent), or any persons who may be directly involved in this funded agreement has been convicted of a felony.
8. Physical location of the facility from which the Applicant would operate. Provide a list of towns in the area the Applicant will serve. The area that the Applicant serves includes any towns to which the organization would provide technical assistance upon request, even if the organization does not have an active initiative targeting that town.
9. Number of years' experience carrying out the activities similar to this grant.
10. Provision of a single point managerial level contact to coordinate all State requirements and to be the point of contact for any problems/questions that may arise.
11. Statement showing agreement that Applicant's procedures shall be in compliance with all applicable Federal and State laws.
12. Insurance Certificate must be included in Response Section I.
13. IRS W-9 form must be included in Response Section I.
14. Vermont Tax Certificate must be included in Response Section I.
15. Statement outlining your acceptance of conditions outlined in the RFP and with the State's grant provisions. See Appendix I, attachment C and F.

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

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

- Briefly describe Applicant's past history, present status, community or regional work, and organizational structure.
- Describe how the Applicant will work with the community and with the Office of Local Health District Office ([http://healthvermont.gov/local/district/district\\_office.aspx#find](http://healthvermont.gov/local/district/district_office.aspx#find)) to build and



maintain capacity and address identified needs.

- Describe Applicant's experiences in collaborating with other existing community-based prevention groups in your region. This includes coordinating and strengthening community prevention efforts, the partnerships or coalitions involved, history working with them, and established communication or management structure between groups. If this is a proposal from multiple organizations, specify each organization's role and all staff responsibilities. Note that the Applicant's geographic or population reach may be taken into account for scoring.
- Previous experience and current capacity to engage, include, and reach people of low-SES. Describe the Applicant's and individual staff experience working with low-SES populations. This section may include a description of what low-SES or health disparities looks like in the Applicant's community.

### **Response Section III: Ability and Approach to Implement the Strategies, Activities and Specifications of this Grant**

The section of the proposal will contain the ability and approach that the Applicant will take in implementing the activities and specifications described in this RFP (Section 2, Scope of Work). Please describe each program area separately, and include how your work in each program area will be related to healthy community design. Be sure to include a description of how you will engage, include, and reach people of low-SES as requested in Section 2, Scope of Work.

ADAP, Physical Activity and Nutrition, and Healthy Retailer applicants: describe the strategies and/or activities you plan to address under the selected Program Area(s). Describe your rationale for selecting those strategies and activities including assessments that have been done, community need, and evidence of community readiness. Tobacco applicants do not need to describe your rationale for selecting strategies; all activities have been chosen by VDH because of their potential to have the greatest impact on the statewide outcomes.

### **Response Section IV: Joint Commitment Form and References**

Applicants must obtain the signature of key partners identified in the proposal using the Joint Commitment Form Template, Appendix II.

Physical Activity and Nutrition applicants must have Action Team Members be identified on, and sign, the Joint Commitment Form. Note which sector they represent from the list provided on pages 13-14 and note which of the suggested "Action Team Member Criteria" described on pages 14 they meet.

In addition, Applicants must provide at least three (3) non-VDH references along with the name, title, phone number, and email address of the person who can speak to the Applicant's work and experience.

The Office of Local Health District Office will be contacted by VDH Central Office for an additional reference; therefore, Letters of Support and signatures on the Joint Commitment Form are not required from VDH District Office staff.

## **Response Section V: Staffing**

Provide a list of staff members who will work on this grant. Describe each staff member's knowledge, skills and/or abilities as it relates to accomplishing the proposed work. Attach key staff resumes and identify those who have experience working with low-SES populations. If staff has not yet been hired, submit a job description for the position, identify who will supervise staff, who will be responsible for submitting required report(s), and who will attend required meetings and trainings. You may (and are encouraged to) send multiple staff members to trainings when appropriate for building your organization's capacity.

## **Response Section VI: Proposed Work Plan**

For this section, Applicants must use the work plan templates posted at: <http://healthvermont.gov/local/grants> to demonstrate how they will implement the approach described in Response Section III to accomplish the goals of the project. Applicants unable to access the link may email Lisabeth Delorge to request the work plan templates.

Work plans for the ADAP strategies have the fidelity steps already included and applicants will need to complete the "timeframe" and "Key Partners" columns only.

Tobacco, Physical Activity and Nutrition, and Healthy Retailer work plans must contain no more than ten tasks per Strategy and Activity. Tasks should clearly demonstrate how the Applicant will move toward accomplishing the Activities for each Strategy.

The work plan pages do not count toward the overall proposal page count. Applicants may delete tables for Strategies not being addressed.

## **Response Section VII: Cost Proposal**

This section should include costs for this project. Using the Proposed Budget and Budget Narrative forms (Appendices III), describe how your organization will implement the approach described in Response Sections III and VI, to accomplish the goals of the project.

Physical Activity and Nutrition applicants must allocate funds for 3-5 Action Team members to travel to and possibly stay overnight at a Healthy Community Design Summit, location to be determined.

## **Response Section VIII: Exceptions**

If the Applicant should choose not to address any required Strategy, Activity, Deliverable, or Condition, the Applicant's proposal must clearly explain why and what the Applicant proposes as an alternative. Note that a certain number of Strategies and Activities may be required by each program area.

## **6. Proposal Evaluation**

The evaluation team will determine if each proposal is sufficiently responsive to the RFP to permit a complete evaluation of the individual/organization and experience. Proposals must comply with the instructions to Applicant contained in **Section 5: Proposal Requirements**. Failure to comply with the instructions shall deem the proposal non-responsive and subject to rejection without further consideration.

The State reserves the right to waive irregularities.

## 6.1 Minimum Requirements

Minimum requirements for a proposal to be given consideration are:

- The proposal must have been received by specified date, hour (Eastern Standard Time) and in the number and form of copies specified.
- The proposal must contain the following items in the following order:
  - Response Section I: Cover Letter, Vermont Tax Certificate, and Insurance Certificate
  - Response Section II: General Background and Qualifications
  - Response Section III: Ability and Approach to Implement the Strategies, Activities, and Specifications of this Grant
  - Response Section IV: Joint Letter of Commitment and References
  - Response Section V: Staffing
  - Response Section VI: Proposed Work Plan
  - Response Section VII: Cost Proposal
  - Response Section VIII: Exceptions

## 6.2 Finalists Presentations

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

## 6.3 Method of Award

The State reserves the right to accept or reject any or all proposals. Upon completion of the evaluation process, the VDH will select one Applicant based on the evaluation findings and other criteria (e.g. geographic reach, area need) deemed relevant for ensuring that the decision made is in the best interest of the VDH. The selected Grantee will be requested to enter into negotiation with the State of Vermont on grant specifications, including detailed work plans, deliverables and timetables.

Any grant negotiated must undergo review and signature according to statute and policy.

The Grantee will be paid based quarterly for completed deliverables set forth in the grant.

Penalties will be a condition of this grant.

The Combined Community Prevention Grants are funded each year through a variety of state and federal sources. Award of a grant and any renewals thereof are contingent upon availability of funds.

The Combined Community Prevention Grant is for three years, July 1, 2014 through June 30, 2017.

## 6.4 Scoring Information

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

	<u>Total Points</u>
Response Section II: General Background and Qualifications	15
Ability to reach low-SES populations	10
Response Section III: Ability to Implement the Solution	
Integrated Approach to Healthy Community Design	4
Alcohol & Drug Prevention	8
Tobacco	8
Physical Activity and Nutrition	8
Healthy Retailer	4
Response Section V: Staffing	15
Response Section VI: Proposed Work Plans	
Alcohol & Drug Prevention	5
Tobacco	5
Physical Activity and Nutrition	5
Healthy Retailer	3
Response Section VII: Cost Proposal	10

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

### Scoring note:

Applicants that do not apply for funding in all areas will have points reallocated by percentage. For example, an Applicant applying only for tobacco and physical activity and nutrition funding would be scored as follows:

Integrated Approach to Healthy Community Design	3
Tobacco	6
Physical Activity and Nutrition	6

Total of 15 (3+6+6) out of a possible 20 (8+8+4) = 75% of total points.

75% of 32 points (if had applied for all sections) = 24.

**APPENDIX I: Acceptance of Conditions – Attachments C and F**

**ATTACHMENT C  
CUSTOMARY PROVISIONS FOR CONTRACTS AND GRANTS**

1. **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.
2. **Applicable Law.** This Agreement will be governed by the laws of the State of Vermont.
3. **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.
4. **Appropriations:** If appropriations are insufficient to support this Agreement, the State may cancel on a date agreed to by the parties or upon the expiration or reduction of existing appropriation authority. In the case that this Agreement is funded in whole or in part by federal or other non-State funds, and in the event those funds become unavailable or reduced, the State may suspend or cancel this Agreement immediately, and the State shall have no obligation to fund this Agreement from State revenues.
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, Liability:** The Party will act in an independent capacity and not as officers or employees of the State.

The Party shall defend the State and its officers and employees against all claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party. 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 Party shall notify its insurance company and the State within 10 days of receiving any claim for damages, notice of claims, pre-claims, or service of judgments or claims, for any act or omissions in the performance of this Agreement.

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.

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.

7. **Insurance:** Before commencing work on this Agreement the Party must provide certificates of insurance to show that the following minimum coverage is 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 coverage 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.

**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: \$1,000,000 combined single limit.

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

**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 \$     N/A     per occurrence, and \$     N/A     aggregate.

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

9. **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.

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. The Subrecipient Annual Report is required to be submitted within 45 days, whether or not a single audit is required.

10. **Records Available for Audit:** The Party will maintain all books, documents, payroll papers, accounting records and other evidence pertaining to costs incurred under this agreement and make them available at reasonable times during the period of the Agreement and for three years thereafter 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. The State, by any authorized representative, shall have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed under this Agreement.
11. **Fair Employment Practices and Americans with Disabilities Act:** Party agrees to comply with the requirement of Title 21V.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. Party further agrees to include this provision in all subcontracts.
12. **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.
13. **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.
14. **Child Support:** (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.

- 15. Sub-Agreements:** Party shall not assign, subcontract or subgrant the performance of his Agreement or any portion thereof to any other Party without the prior written approval of the State. Party also agrees to include in subcontract or subgrant agreements a tax certification in accordance with paragraph 13 above.

Notwithstanding the foregoing, the State agrees that the Party may assign this agreement, including all of the Party's rights and obligations hereunder, to any successor in interest to the Party arising out of the sale of or reorganization of the Party.

- 16. 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.

- 17. Copies:** All written reports prepared under this Agreement will be printed using both sides of the paper.

- 18. 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>

- 19. 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.



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

1. **Agency of Human Services – Field Services Directors** will share oversight with the department (or field office) that is a party to the grant for provider performance using outcomes, processes, terms and conditions agreed to under this grant.
2. **2-1-1 Data Base:** The Grantee 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 Grantee 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 Grantees:**

**Inspection of Records:** Any grants 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 Grantee or subgrantee.

**Subcontracting for Medicaid Services:** Having a subcontract does not terminate the Grantee, 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 Grantee or subgrantee and provide for revoking delegation or imposing other sanctions if the Grantee or subgrantee's performance is inadequate. The Grantee 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 grants and subgrants between the Grantee and service providers.

**Medicaid Notification of Termination Requirements:** Any Grantee 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 Grantee 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 Grantees 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 Grantee 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 Grantees and subgrantees receiving federal funds must assure that persons with limited English proficiency can meaningfully access services. To the extent the Grantee 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 Grantee 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 Grantee will assure a drug-free workplace in accordance with 45 CFR Part 76.

7. **Privacy and Security Standards.**

**Protected Health Information:** The Grantee 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 grant. The Grantee 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 Grantee or subgrantee 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 Grantee agrees to comply with the requirements of AHS Rule No. 08-048 concerning access to information. The Grantee 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 Grantee shall ensure that all of its employees and subgrantees 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 Grantee 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 Grantee 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 Grantee will check the Adult Abuse Registry in the Department of Disabilities, Aging and Independent Living. Unless the Grantee holds a valid child care license or registration from the Division of Child Development, Department for Children and Families, the Grantee 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 Grantee 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 Grantee 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 Grantee or subgrantee, shall have full and complete ownership of all software computer programs, documentation and/or source codes developed.

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

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

11. **Security and Data Transfers.** The State shall work with the Grantee 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 Grantee of any new policies, procedures, or protocols developed during the term of this agreement as they are issued and will work with the Grantee to implement any required.

The Grantee 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 Grantee 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 Grantee 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 Grantee shall securely delete data (including archival backups) from the

Grantee's equipment that contains individually identifiable records, in accordance with standards adopted by the Agency of Human Services.

12. **Computing and Communication:** The Grantee 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 Grantee as part of this agreement. Options include, but are not limited to:
  1. Grantee's provision of certified computing equipment, peripherals and mobile devices, on a separate Grantee'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 Grantee.

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 Grantee 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 grantee 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.

Grantees 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 II: Joint Commitment Form

**Partner Organization:** \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Title: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
Town: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Telephone: \_\_\_\_\_ Fax #: \_\_\_\_\_ Email: \_\_\_\_\_

Brief description of the work or support to be provided for the proposed project:

\_\_\_\_\_

**Partner Organization:** \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Title: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
Town: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Telephone: \_\_\_\_\_ Fax #: \_\_\_\_\_ Email: \_\_\_\_\_

Brief description of the work or support to be provided for the proposed project:

\_\_\_\_\_

**Partner Organization:** \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Title: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
Town: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Telephone: \_\_\_\_\_ Fax #: \_\_\_\_\_ Email: \_\_\_\_\_

Brief description of the work or support to be provided for the proposed project:

\_\_\_\_\_

### Statement of Commitment

#### Signatures

\_\_\_\_\_  
(Name), (Title)

\_\_\_\_\_

\_\_\_\_\_

I agree to the applicability of the activities outlined in the work plan for the community and target audience, and inclusion of the relevant community partners.

**Appendix III: Budget Form and Narrative**

<b>Applicant Name:</b>					
<b>Initiative (check one):</b>					
<input type="radio"/> Healthy Community Design <input type="radio"/> Healthy Retailer <input type="radio"/> ADAP <input checked="" type="radio"/> Tobacco					
<b>FTEs</b>	<b>ADAP</b>	<b>Healthy Community Design</b>	<b>Healthy Retailer</b>	<b>Tobacco</b>	<b>TOTAL</b>
<b>PERSONNEL</b>					
Program Staff (listed individually below)					
					0
					0
					0
					0
					0
<b>Total Payroll</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
Benefits					
					0
Consultants					
					0
Other					
					0
<b>Total Personnel</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>OPERATING</b>					
Advertising/Marketing					
					0
Professional Liability Insurance					
					0
Telephone					
					0
Travel					
					0
Postage					
					0
Materials/Supplies					
					0
Training Education					
					0
<b>BUILDING</b>					
Insurance					
					0
Rent/Mortgage Payments					
					0
Repair & Maintenance					
					0
Utilities					
					0
<b>Total Operating</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>INDIRECT/ADMINISTRATIVE</b>					
Supplies					
					0
Postage					
					0
Printing/Duplicating					
					0
Telephone					
					0
Equipment					
					0
Other (indirect costs/fiscal agent)					
					0
<b>Total Indirect/Administrative</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>GRAND TOTAL</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

**BUDGET NARRATIVE FORM**

For each line item in the budget form provide a brief narrative description of how it will be used to support the proposal. For all personnel costs, please provide hourly rates multiplied by the number of hours funded by this proposal, and itemize all costs over \$500.00

**This is the Budget Narrative for (please check one):**

**Note: Complete one Budget Narrative for each initiative**

**Healthy Community Design**     **Healthy Retailer**     **ADAP**     **Tobacco**

<b>PERSONNEL</b>	<b>\$</b>
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A. Program Staff

B. Benefits: Brief description of the benefits offered by your organization

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

D. Other

<b>OPERATING</b>	<b>\$</b>
------------------	-----------

A. Advertising/Marketing

B. Insurance

C. Telephone

D. Travel

E. Postage

F. Materials/Supplies

G. Training Education: Provide a description of training needs and expenses.

<b>Building</b>	<b>\$</b>
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H. Insurance

I. Rent/Mortgage Payments

J. Repair & Maintenance

K. Utilities



<b>INDIRECT/ADMINISTRATIVE</b>	<b>(insert total amount)</b>
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L. Supplies:

M. Postage:

N. Printing/Duplicating:

O. Telephone:

P. Equipment:

Q. Other: