

**Vermont Department of Health  
Sealed Bid**

**Request for Proposals**

**Project Title:** SNAP-Ed: Nutrition Education and Obesity Prevention Grant Program

**Grant Period:** October 1, 2014 to September 30, 2015

**Date RFP Issued:** May 19, 2014

**Applicant/Bidders Conference:** June 2, 2014  
10:00 – 11:00AM  
VDH, 108 Cherry St., Burlington, Room 2B or  
Call in: 1 (877) 273-4202, Passcode: 7690100.

**Response to Questions Closed (See 5.3 below):** June 13, 2014

**Proposals DUE:** **June 20, 2014 at 1:00 PM**

**Date of Proposal Opening:** June 20, 2014 at 3:00 PM

**Location of Proposal Opening:** Vermont Department of Health  
108 Cherry Street, Suite 203  
Burlington, VT 05402

**Subrecipients Chosen:** July 3, 2014

**Single Point of Contact:** Suzanne Kelley

**Contact Address:** Vermont Department of Health  
Health Promotion Disease Prevention, Suite 203  
PO Box 70, 108 Cherry Street  
Burlington, Vermont 05402-0070

**Contact Phone:** 802-657-4202

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### Standard Grant Attachments C and F

# 1. Overview

## 1.1 SNAP-Ed

The United States Department of Agriculture (USDA) Food and Nutrition Services (FNS) **Supplemental Nutrition Assistance Program (SNAP)** provides nutrition benefits to eligible low-income households so they can purchase food from authorized food retailers. The FNS mission is to provide needy children and families better access to food and a more healthful diet through its food assistance programs and comprehensive nutrition education efforts.

In Vermont, the Department for Children and Families (DCF) administers all SNAP programming. This includes the federal Nutrition Education and Obesity Prevention block grant program that FNS calls **SNAP-Ed**. This program is intended for SNAP participants and others who qualify for SNAP and other means-tested federal assistance programs.

The **SNAP-Ed eligible** population includes individuals who are:

- participating in or eligible for SNAP, which is called 3SquaresVT in Vermont but referred to as SNAP for the purpose of SNAP-Ed planning,
- eligible for other federal assistance such as child nutrition programs (e.g., WIC, school meals, summer or child care meal programs) or TANF benefits (called Reach Up in Vermont),
- served in certain venues likely to reach individuals eligible for SNAP-Ed, such as public housing sites, food banks, or job training program or Parent Child Center sites serving Reach Up participants,
- served in venues where it can be documented that more than 50% of the audience are people in households with incomes at or below 185% of federal poverty limits (FPL), such as schools where >50% of the students qualify for free or reduced price meals, childcare centers, WIC clinics, community centers, or grocery stores with a high volume of SNAP sales.

**The SNAP-Ed goal is** to improve the likelihood that people eligible for SNAP will make healthy food choices within a limited budget and choose physically active lifestyles consistent with the *2010 Dietary Guidelines for Americans* and the USDA food guidance, *MyPlate*. The federal program focuses on:

- Health promotion to help SNAP-Ed eligible people establish healthy eating habits and physically active lifestyles.
- Primary prevention of diseases to help eligible people with risk factors for diet related chronic disease prevent or postpone the onset of disease by establishing healthier eating habits and more physically active lifestyles.

SNAP-Ed programs are expected to utilize behaviorally-focused, evidence-based nutrition education and obesity prevention interventions, projects, or social marketing campaigns consistent with FNS mission and the goal and focus of SNAP-Ed. Nationally, FNS targets three **key SNAP-Ed behavioral outcomes**:

- Make half your plate fruits and vegetables, at least half your grains whole grains and switch to fat-free or low-fat milk and milk products,
- Increase physical activity and reduce time spent in sedentary behaviors as part of a healthy lifestyle,
- Maintain appropriate caloric balance during each stage of life.

This Request for Proposals (RFP) references the FY 2015 USDA SNAP-Ed Guidance issued March 31, 2014 by FNS <http://snap.nal.usda.gov/snap/Guidance/FinalFY2015SNAP-EdGuidance.pdf>. If updated federal regulations or guidance are issued, SNAP-Ed projects may need to adjust for compliance where applicable.

## 1.2 Requests for Proposals

The Vermont Department of Health (VDH) is issuing this RFP on behalf of DCF. The RFP is seeking applicants to implement multi-level, evidence-based, nutrition education and obesity prevention services

targeted to SNAP-Ed eligible women with children in the St. Johnsbury and Rutland areas in federal fiscal year (FY) 2015 (October 1, 2014 – September 30, 2015).

The federal SNAP-Ed guidance calls for nutrition education and obesity prevention services that are a combination of educational strategies, accompanied by environmental supports, designed to facilitate voluntary adoption of food choices and other nutrition related behaviors conducive to the health and well-being of SNAP-Ed eligible people. It states that SNAP-Ed has the greatest potential to impact nutrition-related behaviors of the overall low income population when it targets women and children. It requires SNAP-Ed programs to use evidence-based or best-practice informed, behaviorally-focused interventions that maximize impact by focusing on the key behavioral outcomes identified in part 1.1 and that combine direct educational interventions with environmental and/or policy level strategies.

Vermont anticipates that \$100,000 will be available to support 2-4 subgrants in FY-2015 identified through this RFP process. The amount of funding requested needs to be commensurate with the work proposed. Funding will be based upon anticipated Subrecipient performance 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 Subrecipient performance, non-compliance with grant terms and conditions, or funding cuts.

The Vermont SNAP-Ed program aims to maximize the coordination and collaboration occurring at multiple levels of interventions, and to serve the greatest possible number of SNAP-Ed eligible women and children.

**Eligible applicants** include state, public and private not for profit (501c3) organizations, coalitions, schools, hospitals, municipalities and other entities that are qualified to ensure performance of the work. Funded applicants will be expected to coordinate their SNAP-Ed efforts with other public and privately funded health promotion or nutrition programs, especially federal nutrition programs. Applicants should consider the unique needs of SNAP-Ed eligible people, specifically the challenge to adopt healthy nutrition behaviors and active lifestyles while living on a tight budget.

Applicants for this funding should:

- Have experience with the type of work described in this RFP,
- Understand issues or disparities related to socioeconomic status in Vermont communities,
- Be able to reach SNAP-Ed eligible women and children in one or both of the targeted regions,
- Have the ability to use actual cost reimbursement method for claiming reimbursement,
- Conduct all record keeping according to federal, state and program requirements,
- Have an accounting system that can support expenditures billed to a federal award (accounting system at minimum shall consist of chart of accounts, cash receipts journal, cash disbursements journal and general ledger),
- Have the capacity to conduct required evaluation,
- Be able to complete the proposed work plan and evaluation process within the FY-2015 time frame,
- Have the capacity to conduct programming with fidelity,
- Demonstrate the capacity to coordinate activities with local coalitions or community partnerships in order to address multiple strategies.

Applicants must have a federal tax ID number or identify a fiscal agent with a federal tax ID number. 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.

### 1.3 Background and Need Statement

Vermont aims to be one of the healthiest states in which 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.

The overarching goal of the Vermont SNAP-Ed Plan is to increase the extent to which SNAP-Ed eligible residents lead active, healthy, nutritionally sound lifestyles that reflect Dietary Guidelines and MyPlate objectives. Within that broader context, SNAP-Ed initiatives will focus special attention on encouraging more fruit and vegetable consumption by SNAP-Ed eligible Vermonters. The SNAP-Ed plan objectives are consistent with the following Healthy Vermonter 2020 goals:

- Reduce the proportion of Vermonters who are obese: adults to 22%, youth to 10% 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.

Rates of obesity tend to be higher among low income and rural Vermonters. The St. Johnsbury and Rutland areas have been identified as locations in high need for these obesity prevention services.

## 2. Scope of Work

### 2.1 Approaches

Changing health behaviors at any level is complicated. The FNS SNAP-Ed guidance identifies the following three approaches based on the **Social-Ecological Model (SEM)** that may be taken. It requires state SNAP-Ed programs to combine Approach 1 with Approach 2 and/or Approach 3:

1. Individual or group-based nutrition education, health promotion, and intervention strategies
2. Comprehensive, multi-level interventions at multiple complementary organizational and institutional levels
3. Community and public health approaches to improve nutrition

FNS provides a Toolkit of evidenced-based obesity prevention strategies and interventions appropriate for SNAP-Ed (<http://snap.nal.usda.gov/snap/SNAP-EdInterventionsToolkit.pdf>). To maximize impact, coordination and synergy among other existing evidence based obesity prevention strategies underway, Vermont is focusing its SNAP-Ed resources on certain types of strategies, as clarified in part 2.2.

Social marketing campaigns are an evidence-based strategy to be used in conjunction with interventions at other SEM levels described above. In the summer and fall of 2014, VDH will be conducting focus groups and developing a social marketing campaign aimed at increasing fruit and vegetable consumption by SNAP-Ed eligible women and children. Funded applicants will be required to participate in this campaign once its messages and materials are finalized, and to attend a State-conducted training on the campaign materials and implementation process.

## 2.2 Proposal Work plan Requirements

The Vermont SNAP-Ed program aims to maximize the coordination and collaboration occurring at multiple levels of interventions, and to serve the greatest possible number of SNAP-Ed eligible women and children. Its key objectives are:

- By September 30, 2015, at least 15% of participants will increase the quantity of vegetables they are consuming each day.
- By September 30, 2015, at least 15% of participants will increase the quantity of fruits they are consuming each day.

Instructions for preparing the work plan are identified in Response Section IV in Section 5.7 of this RFP and detailed in the work plan template outline posted at <http://healthvermont.gov/local/grants>. As clarified in the work plan instructions (Section 5.7, Response Section IV), Subrecipients will be expected to inform the target audience about physical activity opportunities and nutrition resources available to them, especially SNAP and other FNS nutrition programs. Work plans must include **Activity A SEM Approaches and Interventions**. Activity A must include at least one intervention from Approach 1, and at least one intervention from Approach 2 and/or Approach 3. Applicants also must implement **Activity B**, which is separate from and in addition to the SEM interventions identified in Activity A.

### **Activity A: SEM Approaches and Interventions**

Approach 1 – Direct Services (**at least one intervention from this Approach is required**):

Increase nutrition related knowledge, skill, behaviors of the target population by implementing one or more of the following evidence based individual or group-based nutrition education or health promotion interventions:

1. Provide education, resources and support for participation in community and home gardens.
2. Provide education, resources and support for the development and adoption of healthy eating food and beverage household policies and child-feeding practices.
3. Implement family-friendly cooking demonstrations and taste-testings at multiple venues.
4. Conduct education to provide the target audience with the skills, knowledge, and confidence to prepare healthy and affordable meals. This may include disseminating State approved family-friendly educational materials that increase family meals and kids' cooking.

### **Choose one or more intervention from one or both of the following Approaches:**

Approach 2 – Organizational/Institutional: Increase access to healthy food by the target population by implementing one or more of the following interventions at complementary organizational and institutional levels:

1. Establish child care wellness education programs and policies that meet Vermont Child Care standards, posted at <http://www.vermontbusinessregistry.com>, such as food and beverage policies for child care settings.
2. Improve capacity of child care providers to adopt breastfeeding friendly child care policies and practices (<http://www.cdc.gov/breastfeeding/pdf/strategy6-support-breastfeeding-early-care.pdf>).
3. Improve capacity of child care providers and food service staff in nutrition education and healthy meal planning and food preparation.
4. Adopt menu labeling and classroom curriculum to improve access/understanding of nutrition information in schools.
5. Implement school cafeteria point of purchase prompts.
6. Establish and implement child care/elementary school gardens (encourage integration of garden food into food service operations, promote intersections between garden and classroom curriculum)
7. Start/expand and establish capacity to sustain Farm to Child Care/Farm to School programs

8. Create child care/elementary school wellness councils that have a work plan to increase access and consumption of fruits and vegetables.

Approach 3 - Community and Public Health: Increase access to healthy food by the target populations by implementing one of more of the following community and public health interventions:

1. Promote, establish and increase access to community gardens.
2. Develop and implement food and beverage policies for community/municipal venues and events. May include providing education and collaborating with key community members and stakeholders.
3. Increase and promote availability of healthy food at retail outlets, including mobile vendors, farmers' markets, corner/country stores, and grocery stores.
4. Encourage point-of-purchase prompts for healthy foods and beverages at area food retail outlets and food service institutions (e.g., schools, municipal buildings, worksites).

Applicants may use curricula provided in the FNS Toolkit of evidenced-based obesity prevention strategies and interventions appropriate for SNAP-Ed (<http://snap.nal.usda.gov/snap/SNAP-EdInterventionsToolkit.pdf>) to implement the interventions above.

**Activity B:** Participate in the Vermont SNAP-Ed social marketing communication campaign to increase consumption of fruits and vegetables among low income women and children, when developed. This will include disseminating State-developed materials and resources to SNAP-Ed eligible people directly or through organizational/community partnerships, and documenting those efforts. The State will train and provide detailed guidance to Subrecipients for implementing the social marketing campaign in 2015.

**Evaluation:** Evaluate and report (using formats provided by or approved by the State) the target population's use of or exposure to the selected interventions for Activities A and B. This will include the collection or determination of specific demographic data (gender, age bracket, race/ethnicity) on SNAP-Ed participants to enable the State to meet that FNS reporting requirement.

### 2.3 Performance Measures:

1. To meet the State-level objectives for interventions chosen under Activity A, Approach 1, end of year evaluations should show that, by September 30, 2015:
  - At least 15% of participants increase the quantity of vegetables they consume each day.
  - At least 15% of participants increase the quantity of fruits they consume each day.
2. For each Intervention chosen under Activity A, Approach 2 or 3, the Subrecipient will submit evidence of at least one policy, systems or environmental change being adopted by the institution or community to increase access to and/or consumption of healthy food, especially fruits and vegetables, by the target population.
3. Written quarterly financial reports will identify actual expenditure amounts as compared to the approved line item grant budget. Quarterly program reports will include specific and quantifiable data indicating progress on the planned interventions. Special end-of-year reports will contain the evaluation results and participant demographic data that the State must report to FNS. The Subrecipient also will make copies of curricula and other materials used for SNAP-Ed available to the State.
4. The Subrecipient will participate in a minimum of two State sponsored in-person or Webinar trainings per year.

## 2.4 Federal Limitations and Conditions on SNAP-Ed Funding

USDA Conditions: The Subrecipient will assure that more than half of the beneficiaries of its SNAP-Ed services have incomes at or below 185% FPL or be otherwise “SNAP-Ed eligible”, as explained in part 1.1. The Subrecipient will make information about the benefits of SNAP participation and how to apply available to participants, especially those not currently taking part in SNAP. The nutrition information provided must be consistent with the current Dietary Guidelines for Americans and food guidance system and may not convey negative messages that disparage any specific food, beverage or commodity.

USDA Restrictions on Costs: The budget justification instructions in response section VI of part 5.7 identify some types of costs that could not be charged to this grant, but applicants should review the more detailed cost provisions in the federal SNAP-Ed guidance referred to in those instructions. The Subrecipient will use resources external to this grant to cover any costs that would be disallowed by USDA.

USDA Nondiscrimination Policy and Acknowledgement: USDA reserves a royalty-free, non-exclusive right to reproduce, publish, use or authorize others to use photographs, videos, recordings, computer programs and related source codes, literature or other products produced in whole or in part with these grant funds for government purposes. Photos used shall convey the message of equal opportunity. The Subrecipient will display USDA's "And Justice For All" poster in its offices and assure that services are performed without discrimination due to the bases cited in the following policy statement:

"The U.S Department of Agriculture prohibits discrimination against its customers, employees, and applicants for employment on the bases of race, color, national origin, age, disability, sex, gender identity, religion, reprisal, and where applicable, political beliefs, marital status, familial or parental status, sexual orientation, or all or part of an individual's income is derived from any public assistance program, or protected genetic information in employment or in any program or activity conducted or funded by the Department. (Not all prohibited bases will apply to all programs and/or employment activities.)

If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, found online at [http://www.ascr.usda.gov/complaint\\_filing\\_cust.html](http://www.ascr.usda.gov/complaint_filing_cust.html), or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter to us by mail at U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax (202) 690-7442 or email at [program.intake@usda.gov](mailto:program.intake@usda.gov).

Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339; or (800) 845-6136 (Spanish). USDA is an equal opportunity provider and employer."

Any website or materials developed to inform the public about the SNAP-Ed services supported with this grant should include that above statement. Such materials also should credit SNAP as a funding source and include a brief promotional message about SNAP. Materials that include a Subrecipient logo and lack space for the full statement may comply with these requirements by instead including the following statement:

"This material was funded by the U.S. Dept. of Agriculture (USDA) Supplemental Nutrition Assistance Program – SNAP. USDA is an equal opportunity provider and employer. This material is adapted from USDA SNAP. USDA does not endorse any products, services or organizations. Provided by [insert name of Subrecipient agency]. In Vermont, SNAP is called 3SquaresVT. The program can



help low income people buy nutritious foods for a better diet. To find out more, contact [insert appropriate source of SNAP information and application help]."

Records: The Subrecipient will retain all supporting documents (e.g., records of participant attendance, demographic and eligibility data, curricula, financial records) for at least three years after the grant term ends for reporting and audit purposes.

### **3. General VDH Grant Provisions**

#### **3.1 Grant Terms**

The selected Subrecipient 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 Subrecipient'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 Subrecipient is in violation of any portion of the agreement, including an inability by the Subrecipient 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 Subrecipient or other Subrecipients who submitted proposals at any time during the term 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 Subrecipient performance and funding.

#### **3.3 Penalties and/or Retainage**

This performance-based grant may be reduced for failure to meet the performance expectations identified in Section 2, Scope of Work and in the approved work plan, Section 5.7.

#### **3.4 Subrecipient 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 Subrecipient must identify staff member(s) who will remain on this project until completion, unless indicated otherwise in the Subrecipient's proposal. The Subrecipient may propose other staff members as "key" if desired. The Subrecipient 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.

#### **3.5 Key Subrecipient Responsibilities**

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

3.5.1 The Subrecipient will successfully implement the work plan to accomplish the tasks described and defined in the Scope of Work, Section 2.

3.5.2 The Subrecipient must abide by all State policies, standards and protocols as provided, and defined in this grant.

## 4. Management Structure

### 4.1 Project Management

The Subrecipient 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 Subrecipient must abide by all VDH standards and protocols as defined by the Deputy Commissioner of Health and his/her designee(s).

### 4.2 Status Reports for Monitoring

The Vermont Department of Health reserves the right to call a meeting with the Subrecipient either in person or by conference call to ensure that unresolved issues are resolved during this grant period. The Subrecipient will be accountable in advising the Deputy Commissioner of Health or his/her designees when/if performance measures agreed upon will not be met. As required by FNS, DCF staff will conduct site reviews. The financial, program, participant and evaluation reports identified in part 2.2 above will become part of the grant records.

## 5. Proposal Requirements

### 5.1 Proposal Guidelines

This RFP defines the scope of work required and work/management structure within which the chosen Subrecipient 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

Suzanne Kelley is the sole contact for this proposal. All communications concerning this RFP are to be addressed **in writing** to the attention of Suzanne Kelley (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.

### 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 [Suzanne.Kelley@state.vt.us](mailto:Suzanne.Kelley@state.vt.us) as the single point of contact listed on page 1 of this proposal. **Please write "RFP Question" in the email subject line of all written questions.**

Opening date for all written questions is **May 19, 2014**. No questions will be taken after **June 6, 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:
May 23, 2014	May 30, 2014
May 30, 2014	June 6, 2014
June 6, 2014	June 13, 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**

An applicant/bidders conference will be held on June 2, 2014 at 10:00 – 11:00AM. Participants can attend in person in Room 2B at VDH, 108 Cherry St., Burlington VT or call in to: 1 (877) 273-4202 (toll free), Passcode: 7690100.

An overview of the RFP will be presented and attendees may use the opportunity to ask questions about the application.

#### **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	May 19, 2014
Start of written questions	May 19, 2014
Bidders conference	June 2, 2014, 10:00-11:00AM
End of written questions	June 6, 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)	<b>June 20, 2014 at 1:00 PM Eastern Time</b>
Bid Opening	June 20, 2014, 3:00PM
Subrecipient Selection and Notification	July 3, 2014
Anticipated "Start Work" Date	October 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 **3:00 PM Eastern Time on June 20, 2014**.

The State reserves the right to accept or reject any or all proposals. If a proposal is selected, the chosen Subrecipient 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 sooner than October 1, 2014.

#### **5.6 Proposal Submission**

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

An electronic copy must be emailed to [Suzanne.Kelley@state.vt.us](mailto:Suzanne.Kelley@state.vt.us). (An email version is not an alternative or substitute for the 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: Letters of Support and References
- Response Section IV: Proposed Work Plan
- Response Section V: Staffing
- Response Section VI: Proposed Budget, with appended agreement(s) if applicable
- Response Section VII: Exceptions

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

Suzanne Kelley  
 Vermont Department of Health  
 HPDP- Suite 203  
 108 Cherry Street, PO Box 70  
 Burlington, Vermont 05402-0070

The closing date for the receipt of proposals is **1:00 PM Eastern Time on Friday, June 20, 2014.**

Proposals must be delivered to Suzanne Kelley, or her designee, 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 Suzanne Kelley, or her designee, in Suite 203, VDH, 108 Cherry Street, Burlington, Vermont.
- ELECTRONIC/EMAIL:** Electronic proposals will not be accepted. (NOTE: an electronic copy of the proposal must be emailed to [Suzanne.Kelley@state.vt.us](mailto:Suzanne.Kelley@state.vt.us). An email version is not an alternative or substitute for the hard copy.)
- FAXED BIDS:** Faxed proposals will not be accepted.

### 5.7 Proposal Format and Contents

The page limit for Response Sections II (General Background and Qualification), IV (Proposed Work

Plan) and V (Staffing narrative) combined must be no longer than 20 single spaced, single-sided pages in Times New Roman type using 12 point font with one-inch margins. Excluded from the page limit requirement is: Response Section I (Cover Letter and the required documents for that Section), Response Section III (Letters of Support and References), the FY15 SNAP-Ed RFP Staffing and Budget templates, and any agreement required for costs budgeted in the indirect rate or contract/agreement lines of the proposed budget.

Applicants must use the Work plan and Staffing and Budget templates provided by the State, located at <http://www.vermontbusinessregistry.com>. The format of the Applicant's proposal must include, at a minimum the following chapters, numbered as follows:

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

This section 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 the following information about the Applicant and any proposed Subrecipient:

1. Name, address, principal place of business, telephone number, and fax number/email address of legal entity or individual (fiscal agency) with whom the grant would be awarded.
2. Name, address, principal place of business, telephone number, and fax number/email address of the Applicant, if different from the fiscal agent as described in (1) above.
3. Start and end date of fiscal year for the organization as listed in (1) above.
4. Legal status of the organization in (1) above (sole proprietorship, partnership, corporation, etc.) and the year the entity was organized to do business, as the entity now substantially exists.
5. 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.
6. 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.
7. 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.
8. Statement showing agreement that Applicant's procedures shall be in compliance with all applicable Federal and State laws.
9. Insurance Certificate must be included in Response Section I.

10. IRS W-9 form must be included in Response Section I.
11. Vermont Tax Certificate must be included in Response Section I.
12. Statement outlining your acceptance of conditions outlined in the RFP and with the State's grant provisions. See Appendix I, Attachments 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 State 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 mission and organizational structure.
- Describe Applicant's experiences collaborating with other existing community-based groups that are working on nutrition strategies and/or food access for women and children in SNAP-eligible households in the region(s) where the work will be done. 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.
- Describe the Applicant's previous experience and current capacity to reach and engage the target population in the St Johnsbury and/or Rutland areas. Identify types of services provided and numbers served in those areas. Describe experience in measuring and evaluating the effectiveness of those services.

### **Response Section III: Letters of Support and References**

Applicants must obtain letters of support from key partners identified in the proposal. (The budget instructions in section VI clarify that a proposal entailing SNAP-Ed funds being paid to another party requires a copy of the contract or agreement to be appended to the proposal.)

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.

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

Applicants must submit a work plan using the Template located at: <http://www.vermontbusinessregistry.com> to explain how they propose to implement the interventions selected from Activity A in Section 2.2 of this RFP, including details on methods, target audience, locations, performance measures and evaluation methods. Detailed instructions for completing the work plan outline appear in italics within the template itself, and those italicized instructions may be deleted in preparing the work plan itself. Rows at the top of the template are to enter the name of the applicant and a title for the project described in the work plan.

Applicants unable to access the link may email Suzanne Kelley to request the work plan template.

### **Response Section V: Staffing**

Complete the staffing template of the FY15 SNAP-Ed RFP Staffing and Budget Template, the first tab in the Excel spreadsheet file posted at <http://www.vermontbusinessregistry.com>, identifying the Applicant in the top right cell and following the instructions at the top of the template. The salary and fringe benefit data spreadsheet will calculate the totals to enter on those lines of the proposed budget. The budget

instructions in the following Section identify federal requirements applied to positions supported with SNAP-Ed funds. If the proposed budget involves fewer than five employees, the Applicant may delete the unneeded rows to make more space to list the SNAP-Ed job duties for each position in the bottom portion of the template. Among the job duties listed, identify who will supervise SNAP-Ed staff, who will be responsible for submitting required report(s), and who will attend required meetings and trainings.

In the narrative response to this RFP, identify the existing staff members by job title who will work on this grant. Describe their knowledge, skills and/or abilities related to accomplishing the proposed work. You may (and are encouraged to) send multiple staff members to trainings when appropriate for building your organization's capacity.

Applicants unable to access the link to the staffing template may email Suzanne Kelley to request the template.

### **Response Section VI: Proposed Budget**

The budget proposal must include a line item budget provided on the FY15 SNAP-Ed Staffing and Budget Template, the second tab of the Excel spreadsheet file posted at <http://www.vermontbusinessregistry.com> and a Budget Justification narrative, both of which need to be responsive to the following instructions:

FNS restricts SNAP-Ed expenditures to costs that are not only allowable – please see pages 51-65 of federal SNAP-Ed plan guidance for details – but also reasonable and necessary, clarified as:

"Reasonable": Is the cost a prudent use of limited funds and in line with costs expected for other comparable goods or services, including wage levels budgeted for SNAP-Ed duties?

"Necessary": Will the cost duplicate existing efforts or resources? Can it be foregone without adverse impact on program operations?

Costs that are not allowable with SNAP-Ed funding include but are not limited to:

- Costs supported by nonfederal funds or other federal grants or funding sources (e.g., personnel costs for to a VISTA volunteer working on a SNAP-Ed activity)
- Complete meals or meal-size portions related to recipe lessons, or ongoing snack services.
- Cost of take-home groceries for SNAP-Ed participants
- Money or vouchers provided to individuals to offset personal costs so they may attend SNAP-Ed activities (e.g., child care or transportation expenses)
- Coupons or materials promoting a specific retailer or brand name product
- Participant reinforcement or incentive items costing more than \$4 each (*see Materials below*)

The following clarifies the budget line items for which SNAP-Ed funds may be requested:

Salaries: Salaries budgeted must reflect a reasonable hourly wage commensurate with SNAP-Ed duties to be performed, regardless of the compensation paid to individuals for other duties for which they may be credentialed. Any position budgeted at less than full time (40 hours/week) will require the employee to maintain time records at least weekly to document the SNAP-Ed hours worked, and the State will provide a simple form for that purpose. For any position fully-funded by SNAP-Ed, FNS would require the employee's supervisor to certify in writing on a semi-annual basis that SNAP-Ed funds are only supporting activities allowed by FNS and compatible with the scope of the Vermont SNAP-Ed subgrant. The Subrecipient will be required to have those time records available for review by state or federal auditors.

Benefits: Fringe costs associated with the salary amounts supported with SNAP-Ed funds. Fringe rates

may or may not differ among positions supported by the budget, but for state plan development purposes, need to be itemized by position in the staffing cost template.

Travel, in-state: Costs of in-state travel by Subrecipient SNAP-Ed staff to plan or carry out SNAP-Ed services. Mileage reimbursements may not exceed that in the State of Vermont employee contract, which mirrors current federal rates. Costs to transport clients to SNAP-Ed activities are not allowable.

#### BUDGET JUSTIFICATION NARRATIVE:

Where an amount is budgeted for any of the following line items, provide a brief explanation of the planned expense and how the budget amount was determined or other information requested below:

Travel, out-of-state: For each trip planned, the budget justification needs to identify the traveler, the destination, projected travel dates and cost, and justify the travel by explaining how the trip meets the "reasonable" and "necessary" criteria above.

Contracts/subgrants/agreements: This pertains to SNAP-Ed costs the applicant expects to incur in connection with its contract or agreement with another entity. One example might be an agreement whereby a local organization hosting SNAP-Ed cooking classes receives a stipend to cover its costs. For each type of agreement, the applicant must append a copy of the draft agreement, and the budget justification narrative must identify the contract/agreement, the SNAP-Ed service(s) it will support, and the amount budgeted for that purpose. If a contract/agreement is for services shared by other programs, such a contract to maintain a website whose content is not exclusively used for SNAP-Ed purposes, only the portion applicable to SNAP-Ed services performed may be charged to this grant.

Building, space, utilities: The SNAP-Ed portion of office or educational venue costs (e.g., rent, utilities, facility space fees). The budget justification narrative should distinguish an amount budgeted for nutrition education venue space fees from an amount budgeted for office space. For office space, the narrative should clarify if the space is rented or owned and identify the basis on which the SNAP-Ed portion of its cost was calculated.

Nutrition education materials: The cost to purchase or produce materials that are not already available from other sources and will be used in delivering direct or indirect nutrition education services to SNAP-Ed eligible Vermonters. Identify the types of materials and how they will be used. This may include written materials developed to promote the availability of SNAP-Ed services to eligible audiences. If this budget line includes funds for incentive items to be given to SNAP-Ed participants, the narrative needs to state the amount budgeted for that purpose, identify the item and unit cost, and clarify how the item will convey or reinforce healthy nutrition or physical activity practices promoted by the SNAP-Ed activity. Pages 109-111 of the federal SNAP-Ed guidance state additional policies regarding materials produced for SNAP-Ed purposes.

Supplies, expendable equipment, other non-capital expenditures: The portion attributable to SNAP-Ed of administrative costs such as postage, office supplies, printing/copying, office equipment servicing and the purchase of equipment items costing less than \$5,000 per item. The justification narrative should clarify if the amount budgeted includes the purchase of expendable equipment items specifically intended to deliver planned SNAP-Ed services.

Communications: The SNAP-Ed portion of projected costs for telephone, fax or Internet services. This also may include the use of mass media or Web-based services to provide nutrition education to SNAP-



Ed eligible audiences or to promote the availability of SNAP-Ed services to those audiences. Omit from this amount any costs included in funds budgeted for the contract/agreement line item.

Non-expendable equipment purchase: Prior federal approval is required for SNAP-Ed funds to be spent on the purchase of any equipment item valued at more than \$5,000. For any such item budgeted, the applicant needs to provide a short memo identifying the item, its estimated price, how the item would be used for SNAP-Ed, and if the item would not be used exclusively for SNAP-Ed, the portion of its cost applicable to SNAP-Ed implementation (i.e., the maximum amount to include in this budget). If the purchase is included in a SNAP-Ed subgrant, the Subrecipient would be required to account for the item every two years by a physical inventory process and dispose of the equipment in accordance with federal property management requirements.

Administration, audit: The portion applicable to SNAP-Ed of shared administrative costs such as audits, insurance, administrative services (e.g., accounting, reception, data entry) or professional services (e.g., legal, computer programming) and that are not claimed in accordance with a federally approved indirect rate agreement (see below). The budget justification narrative needs to identify: (1) the types of shared costs budgeted for administration; (2) the percentage rate used to calculate the amount budgeted for SNAP-Ed administration; and (3) the cost allocation procedure or formula used to determine that percentage.

Indirect Cost: This line item only pertains to costs associated with a federally approved indirect cost rate agreement. The applicant must append a copy of the current agreement with the cognizant federal agency. For colleges or universities, only the off-campus rate may be used, and indirect costs are limited to 26 percent of modified total direct costs.

## **Response Section VII: Exceptions**

If the Applicant should choose not to address any required Strategy, Deliverable, or Condition, the Applicant's proposal must clearly explain why and what the Applicant proposes as an alternative.

## **6. Proposal Evaluation**

A team of reviewers will determine if each proposal is sufficiently responsive to the RFP to permit a complete evaluation of the Proposal. 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.

### **6.1 Minimum Requirements**

The proposal must have been received by June 20, 2014 at 1:00PM ET, in the format and with the number of copies specified.

### **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 Subrecipient.

### **6.3 Method of Award**

The State reserves the right to accept or reject any or all proposals. Upon completion of the evaluation

process, DCF and VDH will jointly select one or more proposals for FY-2015 funding 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 State. Limited fund availability may require a Subrecipient and State to jointly determine how the proposed budget and/or workplan would be scaled back for FY-2015. The selected Subrecipient(s) 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 Subrecipient will be reimbursed on a quarterly basis for completed deliverables set forth in the grant.

Payments will be conditional upon the Subrecipient meeting certain performance standards stipulated in the grant agreement.

### 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 the target population	10
Response Section III:	Proposed Work Plan	
	Project Description and Educational Strategies	25
	Evaluation	15
	Performance Measures	10
Response Section VI:	Staffing	10
Response Section VII:	Proposed Budget	15

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.

## APPENDIX I

### 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 any thing 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.

State of Vermont – Attachment C  
Revised AHS – 11-7-2012

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

1. **Agency of Human Services – Field Services Directors** will share oversight with the department (or field office) that is a party to the contract for provider performance using outcomes, processes, terms and conditions agreed to under this contract.
2. **2-1-1 Data Base**: The Contractor providing a health or human services within Vermont, or near the border that is readily accessible to residents of Vermont, will provide relevant descriptive information regarding its agency, programs and/or contact and will adhere to the "Inclusion/Exclusion" policy of Vermont's United Way/Vermont 211. If included, the Contractor will provide accurate and up to date information to their data base as needed. The "Inclusion/Exclusion" policy can be found at [www.vermont211.org](http://www.vermont211.org)

3. **Medicaid Program Contractors:**

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

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

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

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

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

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

4. **Non-discrimination Based on National Origin as evidenced by Limited English Proficiency.**

The Contractor agrees to comply with the non-discrimination requirements of Title VI of the Civil Rights Act of 1964, 42 USC Section 2000d, et seq., and with the federal guidelines promulgated pursuant to Executive Order 13166 of 2000, which require that contractors and subcontractors receiving federal funds must assure that persons with limited English proficiency can meaningfully access services. To the extent the Contractor provides assistance to individuals with limited English proficiency through the use of oral or

written translation or interpretive services in compliance with this requirement, such individuals cannot be required to pay for such services.

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

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

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

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

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

8. **Abuse Registry.** The Contractor agrees not to employ any individual, use any volunteer, or otherwise provide reimbursement to any individual in the performance of services connected with this agreement, who provides care, custody, treatment, transportation, or supervision to children or vulnerable adults if there is a substantiation of abuse or neglect or exploitation against that individual. The Contractor will check the Adult Abuse Registry in the Department of Disabilities, Aging and Independent Living. Unless the Contractor holds a valid child care license or registration from the Division of Child Development, Department for Children and Families, the Contractor shall also check the Central Child Protection Registry. (See 33 V.S.A. §4919(a)(3) & 33 V.S.A. §6911(c)(3)).
9. **Reporting of Abuse, Neglect, or Exploitation.** Consistent with provisions of 33 V.S.A. §4913(a) and §6903, any agent or employee of a Contractor who, in the performance of services connected with this agreement, has contact with clients or is a caregiver and who has reasonable cause to believe that a child or vulnerable adult has been abused or neglected as defined in Chapter 49 or abused, neglected, or exploited as defined in Chapter 69 of Title 33 V.S.A. shall make a report involving children to the Commissioner of the Department for Children and Families within 24 hours or a report involving vulnerable adults to the Division of Licensing and Protection at the Department of Disabilities, Aging, and Independent Living within 48 hours. This requirement applies except in those instances where particular roles and functions are exempt from reporting under state and federal law. Reports involving children shall contain the information required by 33 V.S.A. §4914. Reports involving vulnerable adults shall contain the information required by 33 V.S.A. §6904. The Contractor will ensure that its agents or employees receive training on the reporting of abuse or neglect to children and abuse, neglect or exploitation of vulnerable adults.
10. **Intellectual Property/Work Product Ownership.** All data, technical information, materials first gathered, originated, developed, prepared, or obtained as a condition of this agreement and used in



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

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

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

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

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

12. **Computing and Communication:** The Contractor shall select, in consultation with the Agency of Human Services' Information Technology unit, one of the approved methods for secure access to the State's systems and data, if required. Approved methods are based on the type of work performed by the Contractor as part of this agreement. Options include, but are not limited to:
1. Contractor's provision of certified computing equipment, peripherals and mobile devices, on a separate Contractor's network with separate internet access. The Agency of Human Services' accounts may or may not be provided.
  2. State supplied and managed equipment and accounts to access state applications and data, including State issued active directory accounts and application specific accounts, which follow the National Institutes of Standards and Technology (NIST) security and the Health Insurance Portability & Accountability Act (HIPAA) standards.

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

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

renewal, amendments other than federal appropriated funds.

14. **Non-discrimination.** The Contractor will prohibit discrimination on the basis of age under the Age Discrimination Act of 1975, on the basis of handicap under section 504 of the Rehabilitation Act of

1973, on the basis of sex under Title IX of the Education Amendments of 1972, or on the basis of race, color or national origin under Title VI of the Civil Rights Act of 1964. No person shall on the grounds of sex (including, in the case of a woman, on the grounds that the woman is pregnant) or on the grounds of religion, be excluded from participation in, be denied the benefits of, or be subjected to discrimination, to include sexual harassment, under any program or activity supported by state and/or federal funds.

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

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

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

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

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

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