



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

SEALED BID
REQUEST FOR PROPOSAL
ETHNIC AND RACIAL DISPARITIES- SCHOOL BASED
03440-21FSD-262

RFP Posted	June 26, 2020
Intent to Bid	July 2, 2020
Bidder's Questions Due	July 9, 2020
Dept Response to Questions	July 14, 2020
Bidders Conference	July 17, 2020
Dept. Response to Conference	July 21, 2020
Proposal Due/Closing Date	August 6, 2020
Bid Opening	August 6, 2020
Selection Notification	August 21, 2020
Commencement of Contract	October 1, 2020

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

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

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

STATE CONTACT: Angela Russo
TELEPHONE: (802) 760-9770
E-MAIL: Angela.Russo@vermont.gov
FAX: (802) 241-0918

1. OVERVIEW:

- 1.1. **SCOPE AND BACKGROUND:** Through this Request for Proposal (RFP) the Agency of Human Services (AHS), Department for Children and Families (DCF), Family Services Division (FSD) (hereinafter the "State") with the assistance of the Children and Family Council for Prevention Programs is seeking to establish an agreement to work directly with youth who may be at-risk for school-discipline and suspension to reduce ethnic and racial disparities within Vermont districts where there is a large number of youth of color. Contractor shall work with organizations within their community to developed and successfully implement a school based community approach to reduce ethnic and racial disparities within suspension rates and school-based discipline to lower youth arrest rate and provide supports to youth through a preventative approach. It is advised that this shall be implemented over at least a three-year period of time in order to adequately implement the program and see impact within the school system.
- 1.2. **AGREEMENT PERIOD:** Agreement arising from this RFP will be for a period of 24 months. The State anticipates the start date will be October 1, 2020.
- 1.3. **SINGLE POINT OF CONTACT:** All communications concerning this RFP are to be addressed in writing to the State Contact listed on the front page of this RFP at AHS.DCFFSDRFP@vermont.gov . Actual or attempted contact with any other individual from the State concerning this RFP is strictly prohibited and may result in disqualification.
- 1.4. **QUESTION AND ANSWER PERIOD:** Any vendor requiring clarification of any section of this RFP or wishing to comment on any requirement of the RFP must submit specific questions in writing no later than the deadline for question indicated on the first page of this RFP. Questions may be e-mailed to the point of contact on the front page of this RFP. Questions or comments not raised in writing on or before the last day of the question period are thereafter waived. At the close of the question period a copy of all questions or comments and the State's responses will be posted on the State's web site <http://www.bgs.state.vt.us/pca/bids/bids.php> Every effort will be made to post this information as soon as possible after the question period ends, contingent on the number and complexity of the questions.

2. DETAILED REQUIREMENTS/DESIRED OUTCOMES:

Nationwide, youth of color make up a larger portion of students subject to school discipline than their white counterparts. Specifically, the rates of suspension and expulsion is much higher for youth of color. In 2015, a report from Vermont Legal Aid found that students of color and students with disabilities were two to three times more likely to be disciplined than their white, non-disabled peers. A school-based community approach to reduce ethnic and racial disparities within suspension rates and school-based discipline has effectively lowered youth arrest rates and can simultaneously provide desired supports to the youth through a preventative approach.

3. GENERAL REQUIREMENTS:

- 3.1. **PRICING:** Bidders must price the terms of this solicitation at their best pricing. Any and all costs that Bidder wishes the State to consider must be submitted for consideration. If applicable, all equipment pricing is to include F.O.B. delivery to the ordering facility. No request for extra delivery cost will be honored. All equipment shall be delivered assembled, serviced, and ready for immediate use, unless otherwise requested by the State.
 - a) Prices and/or rates shall remain firm for the initial term of the contract. The pricing policy submitted by Bidder must (i) be clearly structured, accountable, and auditable and (ii) cover the full spectrum of materials and/or services required.
 - b) **Cooperative Agreements.** Bidders that have been awarded similar contracts through a competitive bidding process with another state and/or cooperative are welcome to submit the pricing in response to this solicitation.
 - c) **Retainage.** In the discretion of the State, a contract resulting from this RFP may provide that the State withhold a percentage of the total amount payable for some or all deliverables, such retainage to be payable upon satisfactory completion and State acceptance in accordance with the terms and conditions of the contract.

3.2. BEST AND FINAL OFFER:

- a) **Best and Final Offer (BAFO).** At any time after submission of Responses and prior to the final selection of Bidder(s) for Contract negotiation or execution, the State may invite Bidder(s) to provide a BAFO.

3.2.a.1. The state reserves the right to request BAFOs from only those Bidders that meet the minimum qualification requirements and/or have not been eliminated from consideration during the evaluation process.

- b) **Evaluation of Responses and Selection of Bidder(s).** The State shall have the authority to evaluate Responses and select the Bidder(s) as may be determined to be in the best interest of the State and consistent with the goals and performance requirements outlined in this RFP.

3.3. **WORKER CLASSIFICATION COMPLIANCE REQUIREMENTS:** In accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54), Bidders must comply with the following provisions and requirements.

- a) Self Reporting: For bid amounts exceeding \$250,000.00, Bidder shall complete the appropriate section in the attached Certificate of Compliance for purposes of self-reporting information relating to past violations, convictions, suspensions, and any other information related to past performance relative to coding and classification of workers. The State is requiring information on any violations that occurred in the previous 12 months.

- b) Subcontractor Reporting: For bid amounts exceeding \$250,000.00, Bidders are hereby notified that upon award of contract, and prior to contract execution, the State shall be provided with a list of all proposed subcontractors and subcontractors' subcontractors, together with the identity of those subcontractors' workers compensation insurance providers, and additional required or requested information, as applicable, in accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54). This requirement does not apply to subcontractors providing supplies only and no labor to the overall contract or project. This list MUST be updated and provided to the State as additional subcontractors are hired. A sample form is available online at <http://bgs.vermont.gov/purchasing-contracting/forms>. **The subcontractor reporting form is not required to be submitted with the bid response.**

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

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

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

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

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

CRITERIA FOR SCORING	Total possible points	Applicant Score
1 INFORMATION FROM THE BIDDER		
A. Quality of Bidder’s Experience		
<ul style="list-style-type: none"> • Provide a description of the bidder’s contracting experience within the past five years providing services to delinquent and at-risk youth, highlighting contracts for the same or similar services to those called for in this RFP. Specify targeted outcomes, the number of years, number of youth and families served, and geographic areas served by the bidder. • Describe the bidder’s experience with identifying root causes of, and reducing racial disparities, and with performance on same or similar contracts, grants and collaborative activities • Contractor shall create a detailed work plan and Logic Model showing the targeted change needed and the strategy designed to create that change including how progress will be measured. 	5	
<ul style="list-style-type: none"> • Describe the bidder’s role in the local district’s system of care for this population. If bidder is not currently established in the community to be served by this proposal, describe the bidder’s role in the community where it is currently providing services. If bidder is not currently part of the local system of care, include a strategic plan for networking, collaborating and connecting with the local system of care. • Describe the bidder’s role in developing an organization that is built on cultural humility, and is trauma, family and youth informed. • Please provide a plan to include family and youth voice in the program and service that is proposed. • Please provide data on the number of individuals served, funds expended and sources of funds for same or similar services to those called for in this RFP. <p>Score will be based on scale of services, community impact, and potential interconnections for those served.</p>	5	
Section 1 A Total	10	
B. Bidder’s Capacity to Perform		
<ul style="list-style-type: none"> • Provide a description of the organizational structure of the bidder. Provide a staff organizational chart that identifies the major operational components of the organization, and the lines of authority and responsibility. • Indicate how this program fits into the organization’s structure. • Identify the members of the applicant’s Board of Directors and their towns of residence. 	5	
<ul style="list-style-type: none"> • Organizational Quality – • Describe the organization’s understanding and commitment to racial justice equity • Describe your organization’s understanding and partnership with communities of color • Describe your past and present collaborations with other organizations, and how this program is a collaborative approach to addressing systemic racism • Describe any experience and strength that the organization has in restorative justice • Describe how the organization is going to promote meaningful engagement with the families and communities of youth 	20	

<ul style="list-style-type: none"> As this RFP includes a range of services to children and families DCF recognizes that not all bidders will currently have the capacity (staff, staff training, etc.) to offer these services at the onset of the contract period. Please include a detailed strategic plan as to how your organization would build this capacity (include timelines, training plans if applicable) in your narrative. Please describe your experience implementing new programs into your organization 	5	
<ul style="list-style-type: none"> Experience Managing Contracts/Grants of Comparable Scale/Scope/Complexity 	5	
Section 2B Total	35	
2 TECHNICAL PROPOSAL/PROGRAM SPECIFICATIONS		
A. Responsiveness to Specifications		
<ul style="list-style-type: none"> Provide a description of how the bidder will respond to program goals, which approaches will be employed, and how the bidder will evaluate its performance and quality. 	15	
<ul style="list-style-type: none"> Describe how the bidder will ensure that all included services will be readily accessible and provided in a timely manner. 	5	
<ul style="list-style-type: none"> Describe how the bidder will work with the state program manager, and the Ethnic and Racial Disparities Committee of the CFCPP going forward to adapt to any problems, concerns, etcetera that may arise. 	10	
<ul style="list-style-type: none"> Describe how this program is supported by the bidder's mission and other policies of the bidder. 	5	
Section 2A Total	35	
B. Program Cost		
Schedule A: Summary Program Costs		
<ul style="list-style-type: none"> Use form Schedule A Budget Submittal Form to itemize your 3-year program costs. Include the total number of direct service and supervision FTEs funded by this contract as well as a daily cost per child (if relevant). Please also indicate the cost for appropriate performance measurement data collection. 	10	
Schedule B: Detail of Expenses		
<ul style="list-style-type: none"> In narrative form explain how figures for salary, benefits, phone, mileage, buildings and facilities were determined. Please be aware that the federal funding source (OJJDP) dictates that these funds be used to supplement and not supplant other funds currently used for this purpose. In addition, these funds cannot be used for food. 	5	
Schedule C: Allocation Methods		
<ul style="list-style-type: none"> In narrative form, describe your method for allocating your administrative costs (Not to exceed 13% unless bidder has federally approved indirect rate. The indirect rate letter must be included with proposal). 	5	
Schedule D: Related Party Disclosure		
<ul style="list-style-type: none"> In narrative form, disclose all related party relationships including cost purpose and approval process. 	0	
Section 2B	20	
Total		
OVERALL TOTAL SCORE	100	

3.6. **STATEMENT OF RIGHTS:** The State of Vermont reserves the right to obtain clarification or additional information necessary to properly evaluate a proposal. Vendors may be asked to give a verbal presentation of their proposal after submission. Failure of vendor to respond to a request for additional information or clarification could result in rejection of that vendor's proposal. To secure a project that is

deemed to be in the best interest of the State, the State reserves the right to accept or reject any and all bids, in whole or in part, with or without cause, and to waive technicalities in submissions. The State also reserves the right to make purchases outside of the awarded contracts where it is deemed in the best interest of the State.

3.7. **CONTRACT TERMS:** The selected bidder(s) will be expected to sign a contract with the State, including the Standard Contract Form and Attachment C as attached to this RFP for reference. The contract will obligate the bidder to provide the services and/or products identified in its bid, at the prices listed.

a) **PAYMENT TERMS:** All invoices are to be rendered by the Contractor on the vendor's standard billhead and forwarded directly to the institution or agency ordering materials or services and shall specify the address to which payments will be sent. Payment terms are Net 30 days from receipt of an error-free invoice with all applicable supporting documentation. Percentage discounts may be offered for prompt payments of invoices; however, such discounts must be in effect for a period of 30 days or more in order to be considered in making awards.

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

4.1. **NUMBER OF COPIES:**

- a) Send one (1) electronic copy of your proposal to: AHS.DCFFSDRFP@vermont.gov.
- b) Your proposal must arrive at the Division (DCF) no later than 3:00 PM, August 6, 2020
- c) The bid should include an Applicant Information Sheet, Cover Letter, and Technical and Pricing Responses.

4.2. **APPLICANT INFORMATION SHEET:** This sheet (sample at end of these instructions) shall be included as the first page of the submitted proposal. It should be completed in its entirety.

4.3. **COVER LETTER:**

- a) Confidentiality. To the extent your bid contains information you consider to be proprietary and confidential, you must comply with the following requirements concerning the contents of your cover letter and the submission of a redacted copy of your bid (or affected portions thereof).
- b) The successful response will become part of the contract file and will become a matter of public record, as will all other responses received. If the response includes material that is considered by the bidder to be proprietary and confidential under the State's Public Records Act, 1 V.S.A. § 315 et seq., the bidder shall submit a cover letter that clearly identifies each page or section of the response that it believes is proprietary and confidential. The bidder shall also provide in their cover letter a written explanation **for each marked section** explaining why such material should be considered exempt from public disclosure in the event of a public records request, pursuant to 1 V.S.A. § 317(c), including the prospective harm to the competitive position of the bidder if the identified material were to be released. Additionally, the bidder must include a redacted copy of its response for portions that are considered proprietary and confidential. Redactions must be limited so that the reviewer may understand the nature of the information being withheld. It is typically inappropriate to redact entire pages, or to redact the titles/captions of tables and figures. Under no circumstances can the entire response be marked confidential, and the State reserves the right to disqualify responses so marked.
- c) Exceptions to Contract Terms and Conditions. If the bidder wishes to propose an exception to any terms and conditions set forth in the Standard Contract Form and its attachments, such exceptions must be included in the cover letter to the RFP response. Failure to note exceptions when responding to the RFP will be deemed to be acceptance of the State contract terms and conditions. If exceptions are not noted in the response to this RFP but raised during contract negotiations, the State reserves the right to cancel the negotiation if deemed to be in the best interests of the State. Note that exceptions to contract terms may cause rejection of the proposal.

4.4. **BACKGROUND AND EXPERIENCE.**

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- a) Provide a description of the bidder's contracting experience within the past five years providing services to delinquent and at-risk youth, highlighting contracts for the same or similar services to those called for in this RFP. Specify targeted outcomes, the number of years, number of youth and families served, and geographic areas served by the bidder.
- b) Describe the bidder's experience with identifying root causes of, and reducing racial disparities, and with performance on same or similar contracts, grants and collaborative activities
- c) Contractor shall create a detailed work plan and Logic Model showing the targeted change needed and the strategy designed to create that change including how progress will be measured.
- d) Describe the bidder's role in the local district's system of care for this population. If bidder is not currently established in the community to be served by this proposal, describe the bidder's role in the community where it is currently providing services. If bidder is not currently part of the local system of care, include a strategic plan for networking, collaborating, and connecting with the local system of care.
- e) Describe the bidder's role in developing an organization that is built on cultural humility, and is trauma, family and youth informed.
- f) Please provide a plan to include family and youth voice in the program and service that is proposed.
- g) Please provide data on the number of individuals served, funds expended and sources of funds for same or similar services to those called for in this RFP.
- h) Provide a description of the organizational structure of the bidder. Provide a staff organizational chart that identifies the major operational components of the organization, and the lines of authority and responsibility.
- i) Indicate how this program fits into the organization's structure.
- j) Identify the members of the applicant's Board of Directors and their towns of residence.
- k) Organizational Quality:
 - i. Describe the organization's understanding and commitment to racial justice equity
 - ii. Describe your organization's understanding and partnership with communities of color
 - iii. Describe your past and present collaborations with other organizations, and how this program is a collaborative approach to addressing systemic racism
 - iv. Describe any experience and strength that the organization has in restorative justice
 - v. Describe how the organization is going to promote meaningful engagement with the families and communities of youth
- l) As this RFP includes a range of services to children and families DCF recognizes that not all bidders will currently have the capacity (staff, staff training, etc.) to offer these services at the onset of the contract period. Please include a detailed strategic plan as to how your organization would build this capacity (include timelines, training plans if applicable) in your narrative.
- m) Please describe your experience implementing new programs into your organization
- n) Provide a description of how the bidder will respond to program goals, which approaches will be employed, and how the bidder will evaluate its performance and quality.
- o) Describe how the bidder will ensure that all included services will be readily accessible and provided in a timely manner.
- p) Describe how the bidder will work with the state program manager, and the Ethnic and Racial Disparities Committee of the CFCPP going forward to adapt to any problems, concerns, etcetera that may arise.
- q) Describe how this program is supported by the bidder's mission and other policies of the bidder.
- r) Experience Managing Contracts/Grants of Comparable Scale/Scope/Complexity
- s) If a Bidder intends to use subcontractors, the Bidder must identify in the proposal the names of the subcontractors, the portions of the work the subcontractors will perform, and address the background and experience of the subcontractor(s), as above.

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- 4.5. **REFERENCES.** Provide the names, addresses, and phone numbers of at least three companies with whom you have transacted similar business in the last 12 months. You must include contact names who can talk knowledgeably about performance.
- 4.6. **REPORTING REQUIREMENTS:** Provide a sample of any reporting documentation that may be applicable to the Detailed Requirements of this RFP.
- 4.7. **PRICING:** Bidders shall submit their pricing information in the Price Schedule attached to the RFP. Bidders may be required to submit pricing information separate from their bid package if specifically required above.
- 4.8. **CERTIFICATE OF COMPLIANCE:** This form must be completed and submitted as part of the response for the proposal to be considered valid.

5. SUBMISSION INSTRUCTIONS:

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

5.2. The bid opening will be held at the Waterbury State Office Complex, 280 State Drive, in Waterbury on August 6, 2020 at 3:00 p.m. And is open to the public.

5.3. **SECURITY PROCEDURES: Please be advised extra time will be needed when visiting and/or delivering information to the Waterbury State Office Complex. Should you plan to attend the bid opening, arrangements will need to be made 24 hours in advance through a request to the single point of contact to allow for admission to the building. All individuals visiting the complex must present a valid government issued photo ID when entering the facility.**

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

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

5.5. DELIVERY METHODS:

- a) **SECURITY PROCEDURES:** Note that security procedures concerning delivery of any mail or parcels to 280 State Drive may delay receipt of mail/parcel pieces by one business day.
- b) **U.S. MAIL:** Bidders are cautioned that it is their responsibility to originate the mailing of bids in sufficient time to ensure bids are received and time stamped by the DCF/FSD prior to the time of the bid opening.
- c) **EXPRESS DELIVERY:** If bids are being sent via an express delivery service, be certain that the RFP designation is clearly shown on the outside of the delivery envelope or box. Express delivery packages will not be considered received by the State until the express delivery package has been received and time stamped by DCF/FSD. Due to security procedures express deliveries must be received by 10:30 AM in order to be received by DCF/FSD that same day.
- d) **HAND DELIVERY:** Hand carried bids shall be delivered to a representative of DCF/FSD prior to the bid opening.
- e) **ELECTRONIC:** Electronic bids will be accepted. Bids will be accepted via email submission to the attention of Angela Russo at ahsdcffsd-rfp@vermont.gov. Bids must consist of a single email with a single, digitally searchable PDF attachment containing all components of the bid. Multiple emails and/or multiple attachments will not be accepted. There is an attachment size limit of 40 MB. It is the Bidder's responsibility to compress the PDF file containing its bid if necessary, in order to meet this size limitation.
- f) **FAX BIDS:** Faxed bids will not be accepted.

STANDARD CONTRACT FOR SERVICES

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

2. **Subject Matter.** The subject matter of this contract to work directly with youth who may be at-risk for school-discipline and suspension to reduce ethnic and racial disparities. Contractor shall work organizations within their community to developed and successfully implement a school based community approach to reduce ethnic and racial disparities within suspension rates and school-based discipline to lower youth arrest rate and provide supports to youth through a preventative approach. Detailed services to be provided by Contractor are described in Attachment A.

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

4. **Contract Term.** The period of Contractor's performance shall begin on 10/01/2020 and end on 09/30/2022 with the option for two, one-year extensions.

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

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

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

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

- Attachment A - Statement of Work
- Attachment B - Payment Provisions
- Attachment C – "Standard State Provisions for Contracts and Grants" a preprinted form (revision date 12/15/2017)
- Attachment D - Other Provisions
- Attachment E- Business Associate Agreement
- Attachment F- AHS Customary Contract Provisions
- Attachment G – Financial Reports & Request for Funds Form
- Attachment K – OJJDP Special Conditions

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

- (1) Standard Contract
- (2) Attachment D

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- (3) Attachment C (Standard State Provisions for Contracts and Grants)
- (4) Attachment A
- (5) Attachment B
- (6) Attachment E
- (7) Attachment F
- (8) Attachment G
- (9) Attachment K

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

By the State of Vermont:

Date: _____

Signature: _____

Name: Christine Johnson

Title: DCF/FSD Deputy Commissioner

Email: Christine.Johnson@vermont.gov

By the Contractor:

Date: _____

Signature: _____

Name: _____

Title: _____

Email: _____

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

A. PROGRAM BACKGROUND

The Juvenile Justice Delinquency Prevention Act, as reauthorized by the Juvenile Justice Reform Act of 2018 (JJRA), requires states to “implement policy, practice and system improvement strategies at the state, territorial, local and tribal levels, as applicable, to identify and reduce racial and ethnic disparities among youth who come into contact with the juvenile justice system, without establishing or requiring numerical standards or quotas.” In order to do this, the Office of Juvenile Justice and Delinquency Prevention (OJJDP) asks states to submit statewide data at key juvenile justice decision points where research has shown that racial disparities may occur; arrest, diversion, pre-trial detention, disposition commitments, and adult transfer.

Vermont’s state advisory group for the JJRA, the Children and Family Council for Prevention Programs (CFCPP), has an Ethnic and Racial Disparity committee focused on addressing the disparities at these decision points, and is made up a variety of community members and members appointed to the state advisory group by the Governor.

According to data provided by CFCPP to OJJDP, statewide in Vermont, black youth make up 13.5 percent of arrests, and yet only make up 3.2 percent of the population. Burlington Vermont has a 16 percent black youth population, but 44 percent of the youth ages 17 and under who are arrested are black youth. The data demonstrates serious racial disparities in court diversion referrals, secure detention, delinquency filings, and adult transfer. CFCPP is working to address these disparities by confronting systemic and pervasive racism throughout these five contact points in the juvenile justice system.

In addressing these disparities, Vermont’s ethnic and racial disparity committee members feel that it is important to not just address the result of disparities within the system with stakeholders, but to also provide prevention services and supports to at-risk youth. These funds would implement a school-based community response that addresses the systemic and institutionalized racism within school systems as a tactic to addressing the disproportionate arrests of youth of color.

Nationwide, youth of color make up a larger portion of students subject to school discipline than their white counterparts. Specifically, the rates of suspension and expulsion is much higher for youth of color. In 2015, a report from Vermont Legal Aid found that students of color and students with disabilities were two to three times more likely to be disciplined than their white, non-disabled peers.

Schools are a common area where all youth gather, learn, and grow. This creates a unique opportunity to provide crucial supports to youth in a safe, healthy, and nurturing environment. Instead of using punitive measures that perpetuate systemic and institutionalized racism, interventions and programs such as School-wide Positive Behavior Interventions and Supports (PBIS), trauma-sensitive training, and Restorative Practices that aim to address root causes of student behaviors and provide needed services both on and off school grounds are a crucial approach to reducing Vermont’s ethnic and racial disparities in arrests.

B. SERVICE DESCRIPTION

1. Contractor shall work directly with youth of color who may be at-risk for school-discipline and suspension to reduce ethnic and racial disparities.
2. Contractor shall continue to work directly with youth who have been expelled from school, in addition to those who may be at-risk.
3. Contractor shall collaborate and work with organizations within their community to develop and successfully implement a school based community approach to reduce ethnic and racial disparities within suspension rates and school-based discipline to lower youth arrest rates and provide supports to youth through a preventative approach.

C. SPECIFICATIONS

1. Contractor shall reduce rates of youth of color who are suspended, expelled, or otherwise referred for school-based discipline. Examples of programs or multi-sector practices to be considered may include but are not be limited to the following:
 - a. Work with the corresponding school district to build effective responses and alternatives to school-based discipline.
 - b. Development and promotion of restorative practices in schools to respond to youth at risk of

- suspension and expulsion to disrupt the school to prison pipeline.
 - c. Programs that address truancy and keep students in school and engaged in learning.
 - d. Culturally responsive early interventions with families.
 - e. Early referrals to youth and family interventions that are effective in holding youth accountable for their behavior, and in supporting families to parent effectively.
 - f. Community responses that work with youth at risk of involvement with the justice system to offer social and practical skills that can help youth become more integrated into their community.
 - g. Family strengthening efforts that help new American families maintain their youth within their own culture and values as well as within the dominant community culture.
 - h. Development of opportunities for parents, families, and youth to communicate with the program and easily address any concerns.
 - i. Create opportunities for the identified youth to become more positively engaged in and by their community, to have leadership and enrichment opportunities that can help prevent delinquent-type behaviors, to partner with community efforts to increase their success and inclusion in school, work, or opportunities for mentoring, internships, or other resilience-enhancing efforts. Strategies that provide culturally appropriate screening and referrals for early mental health and substance abuse services for youth. Strategies that ensure culturally responsive substance abuse or mental health services.
 - j. Other models of early interventions with youth and families are welcome.
2. Contractor shall partner with organizations to evaluate the following:
 - a. Suspension rates.
 - b. Expulsion rates.
 - c. Retention rates.
 - d. Delinquency rates.
 - e. Disparities in those rates.
 3. Contractor shall provide a detailed work plan and Logic Model showing the targeted change needed and the strategy designed to create that change including how progress will be measured upon request from DCF.
 4. Contractor shall demonstrate how they have developed trust within their communities of color.
 5. Contractor shall demonstrate expected individual and systemic changes resulting from selected interventions.
 6. Contractor will work collaboratively with community and State partners to create *systemic changes*, not just changes for individual youth and families.
 7. Contractor will demonstrate its ability to deliver service and system changes within culturally responsive, trauma-informed, and youth and family centered approaches.
 8. Contractor shall work directly with youth who are at risk of school discipline and suspension.
 9. Contractor shall follow the Vermont Department of Health (VDH) guidelines for health and safety regarding the COVID-19 pandemic. Subrecipient may access such guidelines by following the link: <https://www.healthvermont.gov/response/coronavirus-covid-19>
 10. Contractor must provide services under this agreement in compliance with applicable special conditions as set forth by OJJDP, including appropriate suitability requirements for adults interacting with minors, as detailed here: <https://www.ojp.gov/funding/explore/interact-minors>.
 - a. Contractor shall provide DCF with documentation that details the process for background/fingerprint checks for those who interact with minors.
 11. Contractor shall ensure funds are used to supplement existing State and local funds for program activities and must not supplant (replace) those funds that have been appropriated for the same purpose:
 - a. Supplanting will be reviewed during any post-award federal monitoring and audit:
 - b. If supplanting occurred, the subrecipient will be required to supply documentation demonstrating that the reduction in non-Federal resources occurred for reasons other than the receipt or expected receipt of Federal funds.
 - c. For certain programs, a written certification may be requested by the subrecipient stating that Federal funds will not be used to supplant State or local funds.
 12. Contractor shall ensure Federal funds are not used for food expenses.
 13. Contractor shall provide brief presentations to the Ethnic and Racial Disparity Committee of the Children and Family Council for Prevention Programs, on an ad hoc basis and as requested.
 14. Contractor shall complete the following guides of the Cultural and Linguistic Competency Training by following this link: <https://dcf.vermont.gov/youth/council/member-resources>.

- a. Cultural Competence Discussion Guides.
- b. Social Determinants: Implications for Service Delivery.
- c. Standing up to Bias: Mine, Yours, Ours.
- d. Talking about Social Justice.
- e. The Journey toward Cultural and Linguistic Competence.
- f. Who are we? Exploring Issues of Racial and Ethnic Identity.
- g. Standing up to Bias: Mine, Yours, Ours.

D. PERFORMANCE MEASURES

1. Contractor shall submit accurate and timely annual programmatic OJJDP federal reports using OJJDP's online Performance Measurement Tool. These shall be completed during the months of December 2021 and December 2022. The contractor shall supply a copy to the DCF Program Manager and Agreement Specialist.
2. Contractor shall submit accurate and timely quarterly reports to the DCF Program Manager and Agreement Specialist that shall include are not limited to the following:
 - a. Detailed summary of activities conducted during the quarter that shall include but are not limited to the following:
 - i. Milestones achieved.
 - ii. Challenges, issues, or concerns experiences during the quarter.
 - iii. Strategies and/or actions to address any challenges, issues or concerns.
 - iv. Provide evidence that contractor has the trust of communities of color.
 - b. Number of collaborative partnerships developed.
 - c. School attendance.
 - i. The number of youth who have exhibited an increase in school attendance during the quarter.
 - d. Number and percent of youth who offend.
 - i. The number and percent of youth who were arrested or seen at a juvenile court for a delinquent offense during the quarter. The number of youth should reflect the number of youth that are followed or monitored for arrests or offenses.
 - ii. Total number of youth served.
 - iii. Number of youth tracked during this reporting period.
 1. Of ii what is the number of youth who had a new arrest or delinquent offense.
 - iv. Number of youth who were recommitted to a juvenile facility.
 - v. Number of youth who were sentenced to adult prison.
 - vi. Number of youth who received another sentence.
 - vii. Percentage of youth served who were offending during the quarter (1/iii).
 - e. Suspension rates.
 - i. Number and percent of youth suspended at the beginning of the quarter.
 - ii. Ethnic and racial disparity data of youth suspensions at the beginning of quarter.
 - iii. Number and percent of youth suspended at the end of the quarter.
 - iv. Ethnic and racial disparity data of youth suspensions at the end of the quarter.
 - f. Expulsion rates
 - i. Number and percent of youth expelled at the beginning of the quarter.
 - ii. Ethnic and racial disparity data of youth expulsions at the end of quarter.
 - iii. Number and percent of youth expelled at the end of the quarter.
 - iv. Ethnic and racial disparity data of youth expulsions at the end of the quarter.
 - g. Estimated total number of youth who are at-risk of school discipline but are not being served.
 - h. Total number of youth served.
3. The reporting schedule is as follows:

Report #	Reporting on Quarter	Due Date
1	10/01/2020-12/31/2020	01/20/2020
2	01/01/2021-03/31/2021	04/20/2021
3	04/01/2021-06/30/2021	07/20/2021
4	07/01/2021-09/30/2021	10/20/2021
5	10/01/2021-12/31/2021	01/20/2022
6	01/01/2022-03/31/2022	04/20/2022
7	04/01/2022-06/30/2022	07/20/2022
8	07/01/2022-09/30/2022	10/20/2022

3. Contractor shall assist the DCF Program Manager in annual progress reporting to OJJDP by submitting annual reports to the DCF Program Manager and Agreement Specialist shall include but are not limited to the following. Please note additional reporting measurements may be requested by the DCF Program Manager to be accordance with the annual progress reporting to OJJDP. These reporting measurements will be determined in the final grant agreement and may include:
 - a. School attendance.
 - i. Number and percent of youth who exhibited an increase in school attendance 6 months to 1 year after exiting the program (long term).
 - b. Number and percent of youth who offend.
 - i. The number and percent of youth who were arrested or seen at a juvenile court for a delinquent offense during the reporting period (long term).
 - a. The number of youth tracked should reflect the number of youth that are followed or monitored for arrests or offenses 6-12 months after exiting the program.
 - ii. Number of program youth who exited services 6-12 months ago.
 - a. Number of youth who had a new arrest or delinquent offenses.
 - iii. Number of youth who were recommitted to a juvenile facility.
 - iv. Number of program youth who were sentenced to adult prison.
 - v. Number of youth who received another sentence during the reporting period.
 - vi. Percent of long-term recidivism (ii/i).
 - c. Average length of services provided to youth during the reporting period.
 - i. Average length of time (in days) that youth received services and completed program requirements prior to exiting.
 - ii. Average length of time (in days) that youth received services and did not complete program requirements prior to exiting.
 - d. Number and percent of youth completing program requirements.
 - i. The number and percent of youth who have successfully fulfilled all program obligations and requirements. The total number of youth includes those who exited the program successfully or unsuccessfully.
 - e. Number and percent of families who were satisfied with the program.
 - i. The number and percent of families satisfied with the service in areas such as staff relations and expertise, general operations, facilities, materials, and service.
 - f. Number of assessment studies conducted (short term)
 - i. The number of ethnic and racial disparities (ERD) assessment studies undertaken during the reporting period to determine factors contributing to ERD.
 - g. Number of objective decision-making tools developed.
 - i. Report whether any objective decision-making tools were developed, such as detention risk, risk assessment, needs assessment, mental health assessment were developed to determine the supervision needs of the youth.
 - h. Number of program/agency policies or procedures created, amended, or rescinded.
 - i. The number of program/agency policies or procedures created, amended, or rescinded during the reporting period.
 - a. A policy is a plan or specific course of action that guides the general goals and directives of the program or agency. Please include policies that are either relevant to the topic area of the program or policies that affect program operations.
 - i. Number and percent of youth satisfied with the program.
 - i. The number and percent of youth satisfied with the program in areas such as staff relations and expertise, general operations, facilities, materials, and service.
 - j. Number of full-time employees (FTE's) funded.
 - i. The number of staff funded by this agreement as measured by the number of Full-Time Equivalents, working for the program during the reporting period.
 - a. Please note to calculate FTE, divide the number of staff hours provided by 2080.
 - k. Number of subprograms implemented.
 - i. The number of subprograms as a result of this agreement implemented during the reporting period.
 - l. Number and percent of staff trained.
 - i. The number and percent of staff that are trained during reporting period.
 - a. Please note staff includes full and part-time employees and/or volunteers. The number is the raw number of staff to receive any formal training relevant to the agreement or their position as staff. Include any training from any source or

- medium received during the reporting period as long as receipt can be verified.
- Training does not have to have been completed during the reporting period.
- b. Divide the raw number by the total number of staff to get the percent.
- m. Number of hours of staff training provided
 - i. The number of training hours that staff are provided during the reporting period. Training can include both in-house and external trainings.
- n. Total number of youth served.
- 4. The reporting schedule is as follows:

Report #	Reporting Period	Due Date
1	10/01/2020-09/30/2021	10/20/2021
2	10/01/2021-09/30/2022	10/20/2022

E. PROGRAM ADMINISTRATION AND EVALUATION

- 1. The State will monitor contractor timely submission of required reports and invoices.
- 2. The Program Manager will sign off on the invoice(s) and submit to the invoice alias, AHS.DCFFSDInvoicesREU@vermont.gov and Agreement Specialist for payment.
- 3. Contractor will work closely with the State program manager, and a local ethnic and racial disparities work group to keep the project connected to advisors and actors involved in creating justice responses that are designed to be equitable for all participants, and in attending to court and other sources of local data related to race disparities.
- 4. The State will notify the contractor, if at any time during the grant period or upon review, the State believes the contractor is not performing the terms as outlined in this agreement. Notification may include a course of action such as a written amendment, remediation plan, or reduction in payment for failure to perform.

F. CONTRACTOR CONTACTS

Contractor

Person Authorized to Enter into Agreement:

State of Vermont

Program Manager:

Elizabeth Morris (P): 802-241-0690 (E): Elizabeth.Morris@vermont.gov

Agreement Specialist:

Angie Russo (P): 802-760-9770 (E): angela.russo@vermont.gov

Administrative and Financial Coordinator:

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

ATTACHMENT B – PAYMENT PROVISIONS

The maximum dollar amount payable under this contract is not intended as any form of a guaranteed amount. The Contractor will be paid for products or services actually delivered or performed, as specified in Attachment A, up to the maximum allowable amount specified on page 1 of this contract.

1. Prior to commencement of work and release of any payments, Contractor shall submit to the State:
 1. a certificate of insurance consistent with the requirements set forth in Attachment C, Section 8 (Insurance), and with any additional requirements for insurance as may be set forth elsewhere in this contract; and
 2. a current IRS Form W-9 (signed within the last six months).
2. Payment terms are **Net 30** days from the date the State receives an error-free invoice with all necessary and complete supporting documentation. In addition, Vermont State Fiscal Year Close Out starts the last week of May/first week of June and runs through early July. During this period of time, no financial reports or invoices are processed for payment in the State of Vermont Vision system.

A. GENERAL PAYMENT INFORMATION

1. Contractor will be paid in quarterly installments for activities performed and specification in Attachment A up to but not exceeding the maximum allowable amount of \$__

B. INVOICING, REPORTING AND PAYMENT SCHEDULE

1. Contractor shall request quarterly payments up to but not exceeding \$__ per the schedule as noted below by submitting a Financial Report & Request for Funds (Attachment G) that will be supplied electronically and upon request by emailing AHS.DCFFSDInvoicesREU@vermont.gov. Payment request must report on the prior quarter’s actual expenditures.

Report #	Reporting Period	Due Date
1	10/01/2020-12/31/2020	01/20/2020
2	01/01/2021-03/31/2021	04/20/2021
3	04/01/2021-06/30/2021	07/20/2021
4	07/01/2021-09/30/2021	10/20/2021
5	10/01/2021-12/31/2021	01/20/2022
6	01/01/2022-03/31/2022	04/20/2022
7	04/01/2022-06/30/2022	07/20/2022
8	07/01/2022-09/30/2022	10/20/2022

2. Reports 1-8 outlined in the above reporting schedule must be accompanied by a quarterly report outlined in Attachment A in order for the State to release any form of payment to the contractor.
3. Any unexpended or over obligated funds in the prior expenditure report must be included as an adjustment in the subsequent Financial Report & Request for Funds (Attachment G).
4. If invoices are not received in a timely manner and/or are incomplete, payments(s) may be held or denied. State will not honor invoices that are more than 60 days old unless an agreement between the contractor and the State has been reached prior to late submission of invoices.
5. Failure to meet the minimum requirements as outlined in Attachment A may result in payment being withheld.
6. Any unexpended funds shall be returned to the State within 45 days of the end of the funding period or an agreement must be reached with the state prior to the end of the funding period on the expenditure of remaining funds on program objectives.

C. REMITTANCE ADDRESS

D. INVOICES SHOULD BE SENT ELECTRONICALLY WITH SIGNATURE TO:

- Program Manager, Elizabeth Morris: Elizabeth.Morris@vermont.gov

**ATTACHMENT C: STANDARD STATE PROVISIONS
FOR CONTRACTS AND GRANTS
REVISED DECEMBER 15, 2017**

1. Definitions: For purposes of this Attachment, “Party” shall mean the Contractor, Grantee or Subrecipient, with whom the State of Vermont is executing this Agreement and consistent with the form of the Agreement. “Agreement” shall mean the specific contract or grant to which this form is attached.

2. Entire Agreement: This Agreement, whether in the form of a contract, State-funded grant, or Federally-funded grant, represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect.

3. Governing Law, Jurisdiction and Venue; No Waiver of Jury Trial: This Agreement will be governed by the laws of the State of Vermont. Any action or proceeding brought by either the State or the Party in connection with this Agreement shall be brought and enforced in the Superior Court of the State of Vermont, Civil Division, Washington Unit. The Party irrevocably submits to the jurisdiction of this court for any action or proceeding regarding this Agreement. The Party agrees that it must first exhaust any applicable administrative remedies with respect to any cause of action that it may have against the State with regard to its performance under this Agreement. Party agrees that the State shall not be required to submit to binding arbitration or waive its right to a jury trial.

4. Sovereign Immunity: The State reserves all immunities, defenses, rights or actions arising out of the State’s sovereign status or under the Eleventh Amendment to the United States Constitution. No waiver of the State’s immunities, defenses, rights or actions shall be implied or otherwise deemed to exist by reason of the State’s entry into this Agreement.

5. No Employee Benefits For Party: The Party understands that the State will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation or sick leave, workers compensation or other benefits or services available to State employees, nor will the State withhold any state or Federal taxes except as required under applicable tax laws, which shall be determined in advance of execution of the Agreement. The Party understands that all tax returns required by the Internal Revenue Code and the State of Vermont, including but not limited to income, withholding, sales and use, and rooms and meals, must be filed by the Party, and information as to Agreement income will be provided by the State of Vermont to the Internal Revenue Service and the Vermont Department of Taxes.

6. Independence: The Party will act in an independent capacity and not as officers or employees of the State.

7. Defense and Indemnity: The Party shall defend the State and its officers and employees against all third party claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party in connection with the performance of this Agreement. The State shall notify the Party in the event of any such claim or suit, and the Party shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit. The State retains the right to participate at its own expense in the defense of any claim. The State shall have the right to approve all proposed settlements of such claims or suits.

After a final judgment or settlement, the Party may request recoupment of specific defense costs and may file suit in Washington Superior Court requesting recoupment. The Party shall be entitled to recoup costs only upon a showing that such costs were entirely unrelated to the defense of any claim arising from an act or omission of the Party in connection with the performance of this Agreement.

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

Notwithstanding any contrary language anywhere, in no event shall the terms of this Agreement or any document furnished by the Party in connection with its performance under this Agreement obligate the State to (1) defend or indemnify the Party or any third party, or (2) otherwise be liable for the expenses or reimbursement, including attorneys’ fees, collection costs or other costs of the Party or any third party.

8. Insurance: Before commencing work on this Agreement the Party must provide certificates of insurance to show that the following minimum coverages are in effect. It is the responsibility of the Party to maintain current certificates

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of insurance on file with the State through the term of this Agreement. No warranty is made that the coverages and limits listed herein are adequate to cover and protect the interests of the Party for the Party's operations. These are solely minimums that have been established to protect the interests of the State.

Workers Compensation: With respect to all operations performed, the Party shall carry workers' compensation insurance in accordance with the laws of the State of Vermont. Vermont will accept an out-of-state employer's workers' compensation coverage while operating in Vermont provided that the insurance carrier is licensed to write insurance in Vermont and an amendatory endorsement is added to the policy adding Vermont for coverage purposes. Otherwise, the party shall secure a Vermont workers' compensation policy, if necessary to comply with Vermont law.

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

Premises - Operations

Products and Completed Operations

Personal Injury Liability

Contractual Liability

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

\$1,000,000 Each Occurrence

\$2,000,000 General Aggregate

\$1,000,000 Products/Completed Operations Aggregate

\$1,000,000 Personal & Advertising Injury

Automotive Liability: The Party shall carry automotive liability insurance covering all motor vehicles, including hired and non-owned coverage, used in connection with the Agreement. Limits of coverage shall not be less than \$500,000 combined single limit. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, limits of coverage shall not be less than \$1,000,000 combined single limit.

Additional Insured. The General Liability and Property Damage coverages required for performance of this Agreement shall include the State of Vermont and its agencies, departments, officers and employees as Additional Insureds. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, then the required Automotive Liability coverage shall include the State of Vermont and its agencies, departments, officers and employees as Additional Insureds. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Notice of Cancellation or Change. There shall be no cancellation, change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without thirty (30) days written prior written notice to the State.

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

10. False Claims Act: The Party acknowledges that it is subject to the Vermont False Claims Act as set forth in 32 V.S.A. § 630 *et seq.* If the Party violates the Vermont False Claims Act it shall be liable to the State for civil penalties, treble damages and the costs of the investigation and prosecution of such violation, including attorney's fees, except as the same may be reduced by a court of competent jurisdiction. The Party's liability to the State under the False Claims Act shall not be limited notwithstanding any agreement of the State to otherwise limit Party's liability.

11. Whistleblower Protections: The Party shall not discriminate or retaliate against one of its employees or agents for disclosing information concerning a violation of law, fraud, waste, abuse of authority or acts threatening health or safety, including but not limited to allegations concerning the False Claims Act. Further, the Party shall not require such employees or agents to forego monetary awards as a result of such disclosures, nor should they be required to report misconduct to the Party or its agents prior to reporting to any governmental entity and/or the public.

12. Location of State Data: No State data received, obtained, or generated by the Party in connection with performance under this Agreement shall be processed, transmitted, stored, or transferred by any means outside the continental United States, except with the express written permission of the State.

13. Records Available for Audit: The Party shall maintain all records pertaining to performance under this agreement. "Records" means any written or recorded information, regardless of physical form or characteristics, which is produced or acquired by the Party in the performance of this agreement. Records produced or acquired in a machine readable electronic format shall be maintained in that format. The records described shall be made available at reasonable times during the period of the Agreement and for three years thereafter or for any period required by law for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

14. Fair Employment Practices and Americans with Disabilities Act: Party agrees to comply with the requirement of 21 V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable. Party shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990, as amended, that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the Party under this Agreement.

15. Set Off: The State may set off any sums which the Party owes the State against any sums due the Party under this Agreement; provided, however, that any set off of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided hereinafter.

16. Taxes Due to the State:

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

17. Taxation of Purchases: All State purchases must be invoiced tax free. An exemption certificate will be furnished upon request with respect to otherwise taxable items.

18. Child Support: (Only applicable if the Party is a natural person, not a corporation or partnership.) Party states that, as of the date this Agreement is signed, he/she:

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

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

19. Sub-Agreements: Party shall not assign, subcontract or subgrant the performance of this Agreement or any portion thereof to any other Party without the prior written approval of the State. Party shall be responsible and liable to the State for all acts or omissions of subcontractors and any other person performing work under this Agreement pursuant to an agreement with Party or any subcontractor.

In the case this Agreement is a contract with a total cost in excess of \$250,000, the Party shall provide to the State a list of all proposed subcontractors and subcontractors' subcontractors, together with the identity of those subcontractors' workers compensation insurance providers, and additional required or requested information, as applicable, in accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54).

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Party shall include the following provisions of this Attachment C in all subcontracts for work performed solely for the State of Vermont and subcontracts for work performed in the State of Vermont: Section 10 (“False Claims Act”); Section 11 (“Whistleblower Protections”); Section 12 (“Location of State Data”); Section 14 (“Fair Employment Practices and Americans with Disabilities Act”); Section 16 (“Taxes Due the State”); Section 18 (“Child Support”); Section 20 (“No Gifts or Gratuities”); Section 22 (“Certification Regarding Debarment”); Section 30 (“State Facilities”); and Section 32.A (“Certification Regarding Use of State Funds”).

20. No Gifts or Gratuities: Party shall not give title or possession of anything of substantial value (including property, currency, travel and/or education programs) to any officer or employee of the State during the term of this Agreement.

21. Copies: Party shall use reasonable best efforts to ensure that all written reports prepared under this Agreement are printed using both sides of the paper.

22. Certification Regarding Debarment: Party certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, neither Party nor Party’s principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in Federal programs, or programs supported in whole or in part by Federal funds.

Party further certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, Party is not presently debarred, suspended, nor named on the State’s debarment list at: <http://bgs.vermont.gov/purchasing/debarment>

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

24. Confidentiality: Party acknowledges and agrees that this Agreement and any and all information obtained by the State from the Party in connection with this Agreement are subject to the State of Vermont Access to Public Records Act, 1 V.S.A. § 315 et seq.

25. Force Majeure: Neither the State nor the Party shall be liable to the other for any failure or delay of performance of any obligations under this Agreement to the extent such failure or delay shall have been wholly or principally caused by acts or events beyond its reasonable control rendering performance illegal or impossible (excluding strikes or lock-outs) (“Force Majeure”). Where Force Majeure is asserted, the nonperforming party must prove that it made all reasonable efforts to remove, eliminate or minimize such cause of delay or damages, diligently pursued performance of its obligations under this Agreement, substantially fulfilled all non-excused obligations, and timely notified the other party of the likelihood or actual occurrence of an event described in this paragraph.

26. Marketing: Party shall not refer to the State in any publicity materials, information pamphlets, press releases, research reports, advertising, sales promotions, trade shows, or marketing materials or similar communications to third parties except with the prior written consent of the State.

27. Termination:

A. Non-Appropriation: If this Agreement extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this Agreement, the State may cancel at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement is a Grant that is funded in whole or in part by Federal funds, and in the event Federal funds become unavailable or reduced, the State may suspend or cancel this Grant immediately, and the State shall have no obligation to pay Subrecipient from State revenues.

B. Termination for Cause: Either party may terminate this Agreement if a party materially breaches its obligations under this Agreement, and such breach is not cured within thirty (30) days after delivery of the non-breaching party’s notice or such longer time as the non-breaching party may specify in the notice.

C. Termination Assistance: Upon nearing the end of the final term or termination of this Agreement, without respect to cause, the Party shall take all reasonable and prudent measures to facilitate any transition required by the State. All State property, tangible and intangible, shall be returned to the State upon demand at no additional cost to the State in a format acceptable to the State.

28. Continuity of Performance: In the event of a dispute between the Party and the State, each party will continue to perform its obligations under this Agreement during the resolution of the dispute until this Agreement is terminated in accordance with its terms.

29. No Implied Waiver of Remedies: Either party's delay or failure to exercise any right, power or remedy under this Agreement shall not impair any such right, power or remedy, or be construed as a waiver of any such right, power or remedy. All waivers must be in writing.

30. State Facilities: If the State makes space available to the Party in any State facility during the term of this Agreement for purposes of the Party's performance under this Agreement, the Party shall only use the space in accordance with all policies and procedures governing access to and use of State facilities which shall be made available upon request. State facilities will be made available to Party on an "AS IS, WHERE IS" basis, with no warranties whatsoever.

31. Requirements Pertaining Only to Federal Grants and Subrecipient Agreements: If this Agreement is a grant that is funded in whole or in part by Federal funds:

A. Requirement to Have a Single Audit: The Subrecipient will complete the Subrecipient Annual Report annually within 45 days after its fiscal year end, informing the State of Vermont whether or not a Single Audit is required for the prior fiscal year. If a Single Audit is required, the Subrecipient will submit a copy of the audit report to the granting Party within 9 months. If a single audit is not required, only the Subrecipient Annual Report is required.

For fiscal years ending before December 25, 2015, a Single Audit is required if the subrecipient expends \$500,000 or more in Federal assistance during its fiscal year and must be conducted in accordance with OMB Circular A-133. For fiscal years ending on or after December 25, 2015, a Single Audit is required if the subrecipient expends \$750,000 or more in Federal assistance during its fiscal year and must be conducted in accordance with 2 CFR Chapter I, Chapter II, Part 200, Subpart F. The Subrecipient Annual Report is required to be submitted within 45 days, whether or not a Single Audit is required.

B. Internal Controls: In accordance with 2 CFR Part II, §200.303, the Party must establish and maintain effective internal control over the Federal award to provide reasonable assurance that the Party is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the award. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States and the "Internal Control Integrated Framework", issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

C. Mandatory Disclosures: In accordance with 2 CFR Part II, §200.113, Party must disclose, in a timely manner, in writing to the State, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures may result in the imposition of sanctions which may include disallowance of costs incurred, withholding of payments, termination of the Agreement, suspension/debarment, etc.

32. Requirements Pertaining Only to State-Funded Grants:

A. Certification Regarding Use of State Funds: If Party is an employer and this Agreement is a State-funded grant in excess of \$1,001, Party certifies that none of these State funds will be used to interfere with or restrain the exercise of Party's employee's rights with respect to unionization.

B. Good Standing Certification (Act 154 of 2016): If this Agreement is a State-funded grant, Party hereby represents: (i) that it has signed and provided to the State the form prescribed by the Secretary of Administration for purposes of certifying that it is in good standing (as provided in Section 13(a)(2) of Act 154) with the Agency of Natural Resources and the Agency of Agriculture, Food and Markets, or otherwise explaining the circumstances surrounding the inability to so certify, and (ii) that it will comply with the requirements stated therein.

(End of Standard Provisions)

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

1. **Definitions:** For purposes of this Attachment F, the term "Agreement" shall mean the form of the contract or grant, with all of its parts, into which this Attachment F is incorporated. The meaning of the term "Party" when used in this Attachment F shall mean any named party to this Agreement *other than* the State of Vermont, the Agency of Human Services (AHS) and any of the departments, boards, offices and business units named in this Agreement. As such, the term "Party" shall mean, when used in this Attachment F, the Contractor or Grantee with whom the State of Vermont is executing this Agreement. If Party, when permitted to do so under this Agreement, seeks by way of any subcontract, sub-grant or other form of provider agreement to employ any other person or entity to perform any of the obligations of Party under this Agreement, Party shall be obligated to ensure that all terms of this Attachment F are followed. As such, the term "Party" as used herein shall also be construed as applicable to, and describing the obligations of, any subcontractor, sub-recipient or sub-grantee of this Agreement. Any such use or construction of the term "Party" shall not, however, give any subcontractor, sub-recipient or sub-grantee any substantive right in this Agreement without an express written agreement to that effect by the State of Vermont.

2. **Agency of Human Services:** The Agency of Human Services is responsible for overseeing all contracts and grants entered by any of its departments, boards, offices and business units, however denominated. The Agency of Human Services, through the business office of the Office of the Secretary, and through its Field Services Directors, will share with any named AHS-associated party to this Agreement oversight, monitoring and enforcement responsibilities. Party agrees to cooperate with both the named AHS-associated party to this contract and with the Agency of Human Services itself with respect to the resolution of any issues relating to the performance and interpretation of this Agreement, payment matters and legal compliance.

3. **Medicaid Program Parties** (*applicable to any Party providing services and supports paid for under Vermont's Medicaid program and Vermont's Global Commitment to Health Waiver*):

Inspection and Retention of Records: In addition to any other requirement under this Agreement or at law, Party must fulfill all state and federal legal requirements, and will comply with all requests appropriate to enable the Agency of Human Services, the U.S. Department of Health and Human Services (along with its Inspector General and the Centers for Medicare and Medicaid Services), the Comptroller General, the Government Accounting Office, or any of their designees: (i) to evaluate through inspection or other means the quality, appropriateness, and timeliness of services performed under this Agreement; and (ii) to inspect and audit any records, financial data, contracts, computer or other electronic systems of Party relating to the performance of services under Vermont's Medicaid program and Vermont's Global Commitment to Health Waiver. Party will retain for ten years all documents required to be retained pursuant to 42 CFR 438.3(u).

Subcontracting for Medicaid Services: Notwithstanding any permitted subcontracting of services to be performed under this Agreement, Party shall remain responsible for ensuring that this Agreement is fully performed according to its terms, that subcontractor remains in compliance with the terms hereof, and that subcontractor complies with all state and federal laws and regulations relating to the Medicaid program in Vermont. Subcontracts, and any service provider agreements entered into by Party in connection with the performance of this Agreement, must clearly specify in writing the responsibilities of the subcontractor or other service provider and Party must retain the authority to revoke its subcontract or service provider agreement or to impose other sanctions if the performance of the subcontractor or service provider is inadequate or if its performance deviates from any requirement of this Agreement. Party shall make available on request all contracts, subcontracts and service provider agreements between the Party, subcontractors and other service providers to the Agency of Human Services and any of its departments as well as to the Center for Medicare and Medicaid Services.

Medicaid Notification of Termination Requirements: Party shall follow the Department of Vermont Health Access Managed-Care-Organization enrollee-notification requirements, to include the requirement that Party provide timely notice of any termination of its practice.

Encounter Data: Party shall provide encounter data to the Agency of Human Services and/or its departments and ensure further that the data and services provided can be linked to and supported by enrollee eligibility files maintained by the State.

Federal Medicaid System Security Requirements Compliance: Party shall provide a security plan, risk assessment, and security controls review document within three months of the start date of this Agreement (and update it annually thereafter) in order to support audit compliance with 45 CFR 95.621 subpart F, *ADP System Security Requirements and Review Process*.

4. **Workplace Violence Prevention and Crisis Response** (*applicable to any Party and any subcontractors and sub-grantees whose employees or other service providers deliver social or mental health services directly to individual recipients of such services*):

Party shall establish a written workplace violence prevention and crisis response policy meeting the requirements of Act 109 (2016), 33 VSA §8201(b), for the benefit of employees delivering direct social or mental health services. Party shall, in preparing its policy, consult with the guidelines promulgated by the U.S. Occupational Safety and Health Administration for *Preventing Workplace Violence for Healthcare and Social Services Workers*, as those guidelines may from time to time be amended.

Party, through its violence protection and crisis response committee, shall evaluate the efficacy of its policy, and update the policy as appropriate, at least annually. The policy and any written evaluations thereof shall be provided to employees delivering direct social or mental health services.

Party will ensure that any subcontractor and sub-grantee who hires employees (or contracts with service providers) who deliver social or mental health services directly to individual recipients of such services, complies with all requirements of this Section.

5. **Non-Discrimination:**

Party shall not discriminate, and will prohibit its employees, agents, subcontractors, sub-grantees and other service providers from discrimination, on the basis of age under the Age Discrimination Act of 1975, on the basis of handicap under section 504 of the Rehabilitation Act of 1973, on the basis of sex under Title IX of the Education Amendments of 1972, and on the basis of race, color or national origin under Title VI of the Civil Rights Act of 1964. Party shall not refuse, withhold from or deny to any person the benefit of services, facilities, goods, privileges, advantages, or benefits of public accommodation on the basis of disability, race, creed, color, national origin, marital status, sex, sexual orientation or gender identity as provided by Title 9 V.S.A. Chapter 139.

No person shall on the grounds of religion or on the grounds of sex (including, on the grounds that a woman is pregnant), be excluded from participation in, be denied the benefits of, or be subjected to discrimination, to include sexual harassment, under any program or activity supported by State of Vermont and/or federal funds.

Party further shall comply with the non-discrimination requirements of Title VI of the Civil Rights Act of 1964, 42 USC Section 2000d, et seq., and with the federal guidelines promulgated pursuant to Executive Order 13166 of 2000, requiring that contractors and subcontractors receiving federal funds assure that persons with limited English proficiency can meaningfully access services. To the extent Party provides assistance to individuals with limited English proficiency through the use of oral or written translation or interpretive services, such individuals cannot be required to pay for such services.

6. **Employees and Independent Contractors:**

Party agrees that it shall comply with the laws of the State of Vermont with respect to the appropriate classification of its workers and service providers as “employees” and “independent contractors” for all purposes, to include for purposes related to unemployment compensation insurance and workers compensation coverage, and proper payment and reporting of wages. Party agrees to ensure that all of its subcontractors or sub-grantees also remain in legal compliance as to the appropriate classification of “workers”

and "independent contractors" relating to unemployment compensation insurance and workers compensation coverage, and proper payment and reporting of wages. Party will on request provide to the Agency of Human Services information pertaining to the classification of its employees to include the basis for the classification. Failure to comply with these obligations may result in termination of this Agreement.

7. **Data Protection and Privacy:**

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

Substance Abuse Treatment Information: Substance abuse treatment information shall be maintained in compliance with 42 C.F.R. Part 2 if the Party or subcontractor(s) are Part 2 covered programs, or if substance abuse treatment information is received from a Part 2 covered program by the Party or subcontractor(s).

Protection of Personal Information: Party agrees to comply with all applicable state and federal statutes to assure protection and security of personal information, or of any personally identifiable information (PII), including the Security Breach Notice Act, 9 V.S.A. § 2435, the Social Security Number Protection Act, 9 V.S.A. § 2440, the Document Safe Destruction Act, 9 V.S.A. § 2445 and 45 CFR 155.260. As used here, PII shall include any information, in any medium, including electronic, which can be used to distinguish or trace an individual's identity, such as his/her name, social security number, biometric records, etc., either alone or when combined with any other personal or identifiable information that is linked or linkable to a specific person, such as date and place or birth, mother's maiden name, etc.

Other Confidential Consumer Information: Party agrees to comply with the requirements of AHS Rule No. 08-048 concerning access to and uses of personal information relating to any beneficiary or recipient of goods, services or other forms of support. Party further agrees to comply with any applicable Vermont State Statute and other regulations respecting the right to individual privacy. Party shall ensure that all of its employees, subcontractors and other service providers performing services under this agreement understand and preserve the sensitive, confidential and non-public nature of information to which they may have access.

Data Breaches: Party shall report to AHS, through its Chief Information Officer (CIO), any impermissible use or disclosure that compromises the security, confidentiality or privacy of any form of protected personal information identified above within 24 hours of the discovery of the breach. Party shall in addition comply with any other data breach notification requirements required under federal or state law.

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

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

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

Party will ensure that its agents or employees receive training on the reporting of abuse or neglect to children and abuse, neglect or exploitation of vulnerable adults.

9. **Information Technology Systems:**

Computing and Communication: Party shall select, in consultation with the Agency of Human Services' Information Technology unit, one of the approved methods for secure access to the State's systems and data, if required. Approved methods are based on the type of work performed by the Party as part of this agreement. Options include, but are not limited to:

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

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

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

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

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

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

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

data (including archival backups) from Party's equipment that contains individually identifiable records, in accordance with standards adopted by the Agency of Human Services.

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

10. **Other Provisions:**

Environmental Tobacco Smoke. Public Law 103-227 (also known as the Pro-Children Act of 1994) and Vermont's Act 135 (2014) (An act relating to smoking in lodging establishments, hospitals, and child care facilities, and on State lands) restrict the use of tobacco products in certain settings. Party shall ensure that no person is permitted: (i) to use tobacco products or tobacco substitutes as defined in 7 V.S.A. § 1001 on the premises, both indoor and outdoor, of any licensed child care center or afterschool program at any time; (ii) to use tobacco products or tobacco substitutes on the premises, both indoor and in any outdoor area designated for child care, health or day care services, kindergarten, pre-kindergarten, elementary, or secondary education or library services; and (iii) to use tobacco products or tobacco substitutes on the premises of a licensed or registered family child care home while children are present and in care. Party will refrain from promoting the use of tobacco products for all clients and from making tobacco products available to minors.

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

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

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

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

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

AHS ATT. F 5/16/2018

ATTACHMENT G
 Department for Children and Families, Family Services Division
 Financial Report and Request for Funds

This form can be obtained and submitted electronically by emailing AHS.DCFSDInvoicesREU@vermont.gov

Contractor Tax ID/Fed ID:	
Name of Contractor:	
Address:	
Contact Person:	
Phone:	
E-Mail:	
Contract #:	
Project Title:	
Period Covered From/To:	
SECTION I: GRANT AWARD AMOUNT	
	GRANT FUNDS
DCF Awarded Amount	
SECTION II: RECEIPTS	
1) Funds Received Prior To This Period	
2) Funds Received During This Period	
3) Total Received To Date (1+2=3)	\$0.00
SECTION III: EXPENDITURES	
1) Funds Expended Prior To This Period	
2) Funds Expended During This Period	
3) Total Expenditures To Date (1+2=3)	\$0.00
SECTION IV: BALANCE	
1) Total Receipts (Sections II, Line 3)	\$0.00
2) Less Total Expenditures (Section III, Line 3)	\$0.00
3) Total On Hand (1-2=3)	\$0.00
SECTION V: REQUEST FOR FUNDS	
Additional Cash Requested	

APPROVALS FOR PAYMENT:

CONTRACTOR CERTIFIES THAT THE INVOICED AMOUNTS HAVE BEEN SPENT ON ALLOWABLE ACTIVITIES AND PURPOSES IN ACCORDANCE WITH THE GRANT AGREEMENT. THE CONTRACTOR AGREES TO PRODUCE, ON REQUEST, THE SOURCE DOCUMENTS UPON WHICH THIS INVOICE IS BASED.

_____	_____	_____
(Name)	(Title)	(Date)

_____	_____	_____
DCF PROGRAM MANAGER	(Title)	(Date)

ATTACHMENT K
Office of Juvenile Justice and Delinquency Prevention (OJJDP)
Special Conditions

The contractor shall comply with the Special Conditions as set forth by OJJDP as noted below:



U.S. Department of Justice Office of Justice Programs
Office of Juvenile Justice and Delinquency Prevention

1. Requirements of the award; remedies for non-compliance or for materially false statements:

The conditions of this award are material requirements of the award. Compliance with any certifications or assurances submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Failure to comply with any one or more of these award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or a certification or assurance related to conduct during the award period -- may result in the Office of Justice Programs ("OJP") taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award.

The Department of Justice ("DOJ"), including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

2. Applicability of Part 200 Uniform Requirements:

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2018 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2018 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2018 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.333.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

3. Compliance with DOJ Grants Financial Guide:

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

4. Reclassification of various statutory provisions to a new Title 34 of the United States Code:

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

5. Required training for Point of Contact and all Financial Points of Contact:

Both the Point of Contact (POC) and all Financial Points of Contact (FPOCs) for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2017, will satisfy this condition.

In the event that either the POC or an FPOC for this award changes during the period of performance, the new POC or FPOC must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after -- (1) the date of OJP's approval of the "Change Grantee Contact" GAN (in the case of a new POC), or (2) the date the POC enters information on the new FPOC in OMS (in the case of a new FPOC). Successful completion of such a training on or after January 1, 2017, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <https://www.ojp.gov/training/gfmts.htm>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

6. Requirements related to "de minimis" indirect cost rate:

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(±), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

7. Requirement to report potentially duplicative funding:

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.

8. Requirements related to System for Award Management and Universal Identifier Requirements:
The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements) and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

9. Employment eligibility verification for hiring under the award:
- a. The recipient (and any subrecipient at any tier) must:
 - i. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1) and (2).
 - ii. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both.
 1. This award requirement for verification of employment eligibility, and
 2. The associated provisions in 8 U.S.C. 1324a(a)(1) and (2) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.
 - iii. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1) and (2).
 - iv. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.
 - b. Monitoring:
 - i. The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.
 - c. Allowable costs:
 - i. To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary and allocable costs (if any) of actions designed to ensure compliance with this condition.
 - d. Rules of construction:
 - i. Staff involved in the hiring process.:
 1. For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.
 - ii. Employment eligibility confirmation with E-Verify:
 1. For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative No confirmation" or a "Final No confirmation") to confirm

employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

- e. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.
 - f. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.
 - g. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2).
 - i. Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.
 - ii. Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.
10. Requirement to report actual or imminent breach of personally identifiable information (PII):
- a. The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.
11. All subawards ("subgrants") must have specific federal authorization:
- a. The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").
 - b. The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization) and are incorporated by reference here.
12. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000:
- a. The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).
 - b. The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.
13. Unreasonable restrictions on competition under the award; association with federal government:
- a. SCOPE. This condition applies with respect to any procurement of property or services that is funded (in whole or in part) by this award, whether by the recipient or by any subrecipient at any tier, and regardless of the dollar amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used. The provisions of this condition must be among those included in any subaward (at any tier).
 - b. No discrimination in action, in procurement transactions, against associates of the federal government.

- c. Consistent with the (DOJ) Part 200 Uniform Requirements -- including as set out at 2 C.F.R. 200.300 (requiring awards to be "manage[d] and administer[ed] in a manner so as to ensure that Federal funding is expended and associated programs are implemented in full accordance with U.S. statutory and public policy requirements") and 200.319(a) (generally requiring "[a]ll procurement transactions [to] be conducted in a manner providing full and open competition" and forbidding practices "restrictive of competition," such as "[p]lacing unreasonable requirements on firms in order for them to qualify to do business" and taking "[a]ny arbitrary action in the procurement process") -- no recipient (or subrecipient, at any tier) may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by USDOJ.
- d. Monitoring:
 - i. The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.
- e. Allowable costs:
 - i. To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.
- f. Rules of construction:
 - i. The term "associate of the federal government" means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government -- as an employee, contractor or subcontractor (at any tier), grant recipient or -subrecipient (at any tier), agent, or otherwise -- in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future.
 - ii. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

14. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)
The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition : Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

15. Determination of suitability to interact with participating minors:
SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors) , and are incorporated by reference here .

16. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, training, and other events:
The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences. Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").
17. Requirement for data on performance and effectiveness under the award:
The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.
18. OJP Training Guiding Principles:
Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm>.
19. Effect of failure to address audit issues:
The recipient understands and agrees that the DOJ awarding agency (OJP or OYW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.
20. Potential imposition of additional requirements:
The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OYW, as appropriate) during the period of performance for this award, if the recipient is designated as "high risk" for purposes of the DOJ high-risk grantee list.
21. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42:
The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.
22. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54:
The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."
23. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38
The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based

or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

24. Restrictions on "lobbying":

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

25. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2019):

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2019, are set out at <https://ojp.gov/funding/Explore/FY19AppropriationsRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

26. Reporting potential fraud, waste, and abuse, and similar misconduct:

The recipient and any subrecipients ("subgrantees") must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award -- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: Office of the Inspector General, U.S. Department of Justice, Investigations Division, 1425 New York Avenue, N.W. Suite 7100, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Fraud Detection Office (Attn: Grantee Reporting) at (202) 616-9881 (fax). Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

27. Restrictions and certifications regarding non-disclosure agreements and related matters:

- a. No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.
- b. The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information),

Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

- i. In accepting this award, the recipient.
 1. Represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
 2. Certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.
- ii. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both.
 1. It represents that.
 - a. It has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
 - b. It has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and
 - i. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

28. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees):
The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit , under specified circumstances , discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

29. Encouragement of policies to ban text messaging while driving:

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education , awareness, and other outreach to decrease crashes caused by distracted drivers.

30. Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ:

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

31. The recipient agrees that, consistent with applicable State law, staff directly associated with administration of the OJJDP Formula Grants Program will attend and participate in conferences, workshops, training sessions and other national or regional meetings deemed by OJJDP to be critical to the administration of this Program. OJJDP will determine which staff and the number of staff that should attend each meeting, consistent with the scope and subject matter of the meeting. Cost of attendance will be borne by the recipient as an administrative cost to the grant or paid from State Advisory Group set aside funds under Section 222(d), as appropriate.
32. The recipient agrees to comply with all Formula Grants Program requirements as outlined in the Juvenile Justice and Delinquency Prevention Act of 2002, the applicable guidelines, the Certified Assurances; and the most recent OJJDP Formula Grants Consolidated Regulation (28 CFR Part 31), to the extent that those regulations are not in conflict with the above.
33. Recipient agrees that, as required by federal law [31 U.S.C. 1301(a)], the funds allocated to support its State Advisory Group (SAG) pursuant to 42 U.S.C. 5632(d) must be expended in a manner consistent with the purposes set forth at 42 U.S.C. 5633(a)(3)(B), (C), and (D). If recipient's SAG chooses to use a portion of its limited formula grant set-aside for organizational membership fees, such costs are only allowable if those costs meet the requirements of OMB Circular A-87. Accordingly, organizational membership fees paid with federal formula grant funds are permissible expenditures only to the extent that such membership advances State or local (as opposed to national) interests. The use of federal funds for 1) cash or in-kind contributions, 2) donations, or 3) payment of membership fees in organizations substantially engaged in lobbying, is specifically prohibited by OMB Circular A-87, Attachment B.
34. Pursuant to Section 223(a)(3)(A)(iii) of the Juvenile Justice and Delinquency Prevention Act of 1974, as amended (42 U.S.C. § 5601, et seq.), the chairperson of the State Advisory Group cannot be a full-time employee of the Federal, State, or local government. This prohibition applies also to an Acting Chair, or other person assuming the duties and responsibilities of the Chair, whether permanently or on a temporary basis.
35. The recipient agrees to submit its Annual Performance Report for the prior federal fiscal year, no later than December 30 of each year, to the Office of Justice Programs, Grants Management System.
36. The recipient agrees that it will submit quarterly financial status reports to OJP on-line (at <https://grants.ojp.usdoj.gov>) using the SF 425 Federal Financial Report form (available for viewing at <https://www.gsa.gov/forms-library/federal-financial-report>), not later than 30 days after the end of each calendar quarter. The final report shall be submitted not later than 90 days following the end of the award period.
37. FFATA reporting: Subawards and executive compensation:
The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$25,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any

business or non-profit organization that he or she may own or operate in his or her name).

38. Noninterference (within the funded "program or activity") with federal law enforcement: 8 U.S.C. 1373; ongoing compliance:
- a. With respect to the "program or activity" funded in whole or part under this award (including any such program or activity of any subrecipient at any tier), throughout the period of performance, no State or local government entity, - agency, or -official may prohibit or in any way restrict-- (1) any government entity or -official from sending or receiving information regarding citizenship or immigration status as described in 8 U.S.C. 1373(a); or (2) a government entity or -agency from sending, requesting or receiving, maintaining, or exchanging information regarding immigration status as described in 8 U.S.C. 1373(b). Any prohibition (or restriction) that violates this condition is an "information communication restriction" under this award.
 - b. The recipient's monitoring responsibilities include monitoring of subrecipient compliance with the requirements of this condition.
 - c. Allowable costs. Compliance with these requirements is an authorized and priority purpose of this award. To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) that the recipient, or any subrecipient at any tier that is a State, a local government, or a public institution of higher education, incurs to implement this condition.
 - d. Rules of Construction:
 - i. For purposes of this condition:
 - 1. "State" and "local government" include any agency or other entity thereof, but not any institution of higher education or any Indian tribe.
 - 2. A "public" institution of higher education is defined as one that is owned, controlled, or directly funded (in whole or in substantial part) by a State or local government. (Such a public institution is considered to be a "government entity," and its officials to be "government officials.")
 - 3. "Program or activity" means what it means under title VI of the Civil Rights Act of 1964 (see 42 U.S.C. 2000d-4a).
 - 4. "Immigration status" means what it means under 8 U.S.C. 1373; and terms that are defined in 8 U.S.C. 1101 mean what they mean under that section 1101, except that "State" also includes American Samoa.
 - 5. Pursuant to the provisions set out at (or referenced in) 8 U.S.C. 1551 note ("Abolition ... and Transfer of Functions"), references to the "Immigration and Naturalization Service" in 8 U.S.C. 1373 are to be read as references to particular components of the Department of Homeland Security (DHS).
 - ii. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any State or local government, any public institution of higher education, or any other entity (or individual) to violate any federal law, including any applicable civil rights or nondiscrimination law.
 - iii. **IMPORTANT NOTE:** Any questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.
39. No use of funds to interfere with federal law enforcement: 8 U.S.C. 1373; ongoing compliance:
- a. Throughout the period of performance, no State or local government entity, -agency, or -official may use funds under this award (including under any subaward, at any tier) to prohibit or in any way restrict-- (1) any government entity or -official from sending or receiving information regarding citizenship or immigration status as described in 8 U.S.C. 1373(a); or (2) a government entity or - agency from sending, requesting or receiving, maintaining, or exchanging information regarding immigration status as described in 8 U.S.C. 1373(b). Any prohibition (or restriction) that violates this condition is an "information-communication restriction" under this award.
 - b. The recipient's monitoring responsibilities include monitoring of subrecipient compliance with the requirements of this condition.
 - c. Allowable costs. Compliance with these requirements is an authorized and priority purpose of this award. To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) that the recipient, or any subrecipient at any tier that is a State, a local government, or a public institution of higher education, incurs to implement this condition.
 - d. Rules of Construction. Both the "Rules of Construction" and the "Important Note" set out in the "Noninterference (within the funded "program or activity") with federal law enforcement: 8 U.S.C.

1373; ongoing compliance" condition are incorporated by reference as though set forth here in full.

40. Authority to obligate award funds contingent on noninterference (within the funded "program or activity") with federal law enforcement: 8 U.S.C. 1373; unallowable costs; notification:
- a. If the recipient is a "State," a local government, or a "public" institution of higher education:
 - i. The recipient may not obligate award funds if, at the time of the obligation, the "program or activity" of the recipient (or of any subrecipient at any tier that is a State, a local government, or a public institution of higher education) that is funded in whole or in part with award funds is subject to any "information-communication restriction."
 - ii. In addition, with respect to any project costs it incurs "at risk," the recipient may not obligate award funds to reimburse itself if -- at the time it incurs such costs -- the program or activity of the recipient (or of any subrecipient at any tier that is a State, a local government, or a public institution of higher education) that would be reimbursed in whole or in part with award funds was subject to any information-communication restriction.
 - iii. Any drawdown of award funds by the recipient shall be considered , for all purposes, to be a material representation by the recipient to OJP that, as of the date the recipient requests the drawdown, the recipient and each subrecipient (regardless of tier) that is a State, local government, or public institution of higher education, is in compliance with the award condition entitled "Noninterference (within the funded 'program or activity') with federal law enforcement: 8 U.S.C. 1373; ongoing compliance."
 - iv. The recipient must promptly notify OJP (in writing) if the recipient, from its requisite monitoring of compliance with award conditions or otherwise , has credible evidence that indicates that the funded program or activity of the recipient, or of any subrecipient at any tier that is either a State or a local government or a public institution of higher education , may be subject to any information-communication restriction. In addition, any subaward (at any tier) to a subrecipient that is a State, a local government, or a public institution of higher education must require prompt notification to the entity that made the subaward, should the subrecipient have such credible evidence regarding an information-communication restriction.
 - b. Any subaward (at any tier) to a subrecipient that is a State, a local government, or a public institution of higher education must provide that the subrecipient may not obligate award funds if, at the time of the obligation, the program or activity of the subrecipient (or of any further such subrecipient at any tier) that is funded in whole or in part with award funds is subject to any information-communication restriction.
 - c. Absent an express written determination by DOJ to the contrary, based upon a finding by DOJ of compelling circumstances (e.g., a small amount of award funds obligated by the recipient at the time of a subrecipient's minor and transitory non-compliance , which was unknown to the recipient despite diligent monitoring) , any obligations of award funds that, under this condition , may not be made shall be unallowable costs for purposes of this award. In making any such determination, DOJ will give great weight to evidence submitted by the recipient that demonstrates diligent monitoring of subrecipient compliance with the requirements set out in the "Noninterference ... 8 U.S.C. 1373; ongoing compliance" award condition.
 - d. Rules of Construction:
 - i. For purposes of this condition "information-communication restriction" has the meaning set out in the "Noninterference ... 8 U.S.C. 1373; ongoing compliance" condition.
 - ii. Both the "Rules of Construction" and the "Important Note" set out in the "Noninterference ... 8 U.S.C. 1373; ongoing compliance" condition are incorporated by reference as though set forth here in full.
41. Authority to obligate award funds contingent on no use of funds to interfere with federal law enforcement: 8 U.S.C. 1373; unallowable costs; notification:
- a. If the recipient is a "State," a local government, or a "public" institution of higher education:
 - i. The recipient may not obligate award funds if, at the time of the obligation, the "program or activity" of the recipient (or of any subrecipient at any tier that is a State, a local government, or a public institution of higher education) that is funded in whole or in part with award funds is subject to any "information-communication restriction."
 - ii. In addition, with respect to any project costs it incurs "at risk," the recipient may not obligate award funds to reimburse itself if -- at the time it incurs such costs -- the program or activity of the recipient (or of any subrecipient at any tier that is a State, a local government, or a public institution of higher education) that would be reimbursed in whole

- or in part with award funds was subject to any information-communication restriction.
- iii. Any drawdown of award funds by the recipient shall be considered , for all purposes, to be a material representation by the recipient to OJP that, as of the date the recipient requests the drawdown, the recipient and each subrecipient (regardless of tier) that is a State, local government, or public institution of higher education, is in compliance with the award condition entitled "No use of funds to interfere with federal law enforcement: 8 U.S.C. 1373; ongoing compliance."
 - iv. The recipient must promptly notify OJP (in writing) if the recipient, from its requisite monitoring of compliance with award conditions or otherwise , has credible evidence that indicates that the funded program or activity of the recipient, or of any subrecipient at any tier that is either a State or a local government or a public institution of higher education , may be subject to any information-communication restriction. In addition, any subaward (at any tier) to a subrecipient that is a State, a local government, or a public institution of higher education must require prompt notification to the entity that made the subaward, should the subrecipient have such credible evidence regarding an information-communication restriction.
- b. Any subaward (at any tier) to a subrecipient that is a State, a local government, or a public institution of higher education must provide that the subrecipient may not obligate award funds if, at the time of the obligation, the program or activity of the subrecipient (or of any further such subrecipient at any tier) that is funded in whole or in part with award funds is subject to any information-communication restriction.
 - c. Absent an express written determination by DOJ to the contrary, based upon a finding by DOJ of compelling circumstances (e.g., a small amount of award funds obligated by the recipient at the time of a subrecipient's minor and transitory non-compliance , which was unknown to the recipient despite diligent monitoring) , any obligations of award funds that, under this condition , may not be made shall be unallowable costs for purposes of this award. In making any such determination, DOJ will give great weight to evidence submitted by the recipient that demonstrates diligent monitoring of subrecipient compliance with the requirements set out in the "No use of funds to interfere ... 8 U.S.C. 1373; ongoing compliance" award condition.
 - d. Rules of Construction. The "Rules of Construction" set out in the "Authority to obligate award funds contingent on noninterference (within the funded "program or activity") with federal law enforcement: 8 U.S.C. 1373; unallowable costs; notification" condition are incorporated by reference as though set forth here in full.
42. The award recipient agrees, as a condition of award approval, to comply with the requirements of 28 CFR Part 22, including the requirement to submit a properly executed Privacy Certificate that is in accordance with the requirements of 28 CFR Section 22.23 to OJJDP for approval. The award recipient will also monitor and appropriately manage any subrecipients and/or subcontracts to ensure compliance with 28 CFR Section 22.23.
43. The award recipient agrees, as a condition of award approval, to comply with the requirements of 28 CFR Part 46 and all other Department of Justice/ Office of Justice Programs policies and procedures regarding the protection of human research subjects, including informed consent procedures and obtainment of Institutional Review Board (IRB) approval, if appropriate . The award recipient will also monitor and appropriately manage any subrecipients and/or subcontracts to ensure compliance with 28 CFR Part 46.
44. The recipient may not obligate, expend, or draw down funds until the recipient has submitted a revised budget and budget narrative reflecting the total amount of this award, and a Grant Adjustment Notice has been issued to remove this special condition.

CERTIFICATE OF COMPLIANCE

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

- A. **NON COLLUSION:** Bidder hereby certifies that the prices quoted have been arrived at without collusion and that no prior information concerning these prices has been received from or given to a competitive company. If there is sufficient evidence to warrant investigation of the bid/contract process by the Office of the Attorney General, bidder understands that this paragraph might be used as a basis for litigation.
- B. **Agreement TERMS:** Bidder hereby acknowledges that is has read, understands and agrees to the terms of this RFP, including Attachment C: Standard State Contract Provisions, and any other agreement attachments included with this RFP.
- C. **FORM OF PAYMENT:** Does Bidder accept the Visa Purchasing Card as a form of payment?
 Yes No
- D. **WORKER CLASSIFICATION COMPLIANCE REQUIREMENT:** In accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54), the following provisions and requirements apply to Bidder when the amount of its bid exceeds \$250,000.00.

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

Summary of Detailed Information	Date of Notification	Outcome

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

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

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

1. Bidder owns, leases or utilizes, for business purposes, space that has received:
- Energy Star® Certification
 - LEED®, Green Globes®, or Living Buildings ChallengeSM Certification
 - Other internationally recognized building certification:
-

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

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

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

RFP/PROJECT: 03440-21FSD-262

F. Acknowledge receipt of the following Addenda:

Addendum No.: _____ Dated: _____

Addendum No.: _____ Dated: _____

Addendum No.: _____ Dated: _____

Bidder Name: _____ Contact Name: _____

Address: _____ Fax Number: _____

Telephone: _____

E-Mail: _____

By: _____ Name: _____
Signature of Bidder (or Representative) (Type or Print)

END OF CERTIFICATE OF COMPLIANCE

**PRICE SCHEDULE / SCHEDULE A
SUMMARY OF COSTS
BUDGET SUBMITTAL FORM**

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

SCHEDULE A*: BUDGET SUBMITTAL FORM INSTRUCTIONS

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

General Instructions:

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

Please also indicate the cost for appropriate performance measurement data collection.

Form A Detailed Instruction:

Lines 1-6 – Salaries

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

6 – Sum of lines 1 –5

Line 7 – Fringe Benefits

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

Line 8 - % of Salaries

Line 7/Line 5

Lines 9-20 – Direct Operating

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

20 – Sum of lines 9-19.

Line 21 – Total Direct Costs

Sum of lines 6, 7, and 20.

Lines 22-26 – Indirect Allocations

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

26 – Sum of lines 22-25.

7.) Line 27 – Total Costs

8.) Line 28 – Total number of FTEs funded by this agreement

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

SCHEDULE B

DETAIL OF EXPENSES

In narrative form explain how figures for salary, benefits, phone, mileage, buildings and facilities were determined. Please be aware that the federal funding source (OJJDP) dictates that these funds be used to supplement and not supplant other funds currently used for this purpose. Please note this budget shall encompass a three-year plan and the amount shall not exceed \$500,000.00.

SCHEDULE C

ALLOCATION OF EXPENSES

In narrative form, describe your method for allocating your administrative costs (Not to exceed 13% unless bidder has federally approved indirect rate. The indirect rate letter must be included with proposal).

SCHEDULE D

RELATED PARTY DISCLOSURE

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

APPLICANT INFORMATION SHEET

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

Applicant Organization: _____

Contact Person: _____

Title: _____

Mailing Address: _____

Town, State, ZIP: _____

Telephone: _____ Fax #: _____

E-mail Address: _____

Active DUNS number: _____

Fiscal Agent (Organization Name): _____

FY Starts: _____ FY Ends: _____

Financial Contact Person: _____

Mailing Address: _____

Town, State, ZIP: _____

Telephone: _____ Fax #: _____

E-mail Address: _____

Federal Tax ID Number: _____

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

Name _____ Phone Number _____

E-mail _____