

REQUEST FOR APPLICATIONS
Child Development Division
Special Accommodation Grant Application
CDD-SAG 09-03-21

RFA RELEASE DATE: September 3, 2021

For this grant, there are three (3) rounds of application submissions, contingent on the availability of funds.

ROUND 1

APPLICANTS CONFERENCE:	September 13, 2021	5:30 PM (ET)
QUESTIONS DUE BY:	September 15, 2021	4:30 PM (ET)
APPLICATIONS DUE BY:	September 22, 2021	4:30 PM (ET)

ROUND 2

APPLICANTS CONFERENCE:	November 9, 2021	5:30 PM (ET)
QUESTIONS DUE BY:	November 10, 2021	4:30 PM (ET)
APPLICATIONS DUE BY:	November 18, 2021	4:30 PM (ET)

ROUND 3

APPLICANTS CONFERENCE:	January 12, 2022	5:30 PM (ET)
QUESTIONS DUE BY:	January 13, 2022	4:30 PM (ET)
APPLICATIONS DUE BY:	January 24, 2022	4:30 PM (ET)

Please be advised that all notifications, releases, and addendums associated with this Request for Applications (RFA) will be posted at the website below. The State will make no attempt to contact interested parties with updated information.

<https://www.vermontbusinessregistry.com>

STATE CONTACT: Michael Schultz, Grants & Contracts Supervisor
TELEPHONE: 802-585-5326
E-MAIL: AHS.DCFCDDGrantsAndContracts@Vermont.gov

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1. OVERVIEW:

- 1.1. **SUBJECT MATTER:** Through this Request for Applications (RFA) the Agency of Human Services, Department for Children and Families, Child Development Division (hereinafter the “State”) is seeking to award grants to one (1) or more Vermont Licensed Specialized Child Care Programs to support a child or children’s safe and successful inclusion within the child care program through the hiring of a qualified assistant. See *Attachment A-Scope of Work to be performed* for detailed requirements and objectives.
- 1.2. **AVAILABLE FUNDING:** The State as allocated \$300,000 from the General Fund for State Fiscal Year 2022 (SFY22).
- 1.3. **AWARD PERIOD:** Awards arising from this RFA will be for a period of up to eight (8) months. Award period terminates June 15, 2022.
- 1.4. **SINGLE POINT OF CONTACT:** All communications concerning this RFA are to be addressed in writing to the State Contact listed on the front page of this RFA. Actual or attempted contact with any other individual from the State concerning this RFA is strictly prohibited and may result in disqualification.
- 1.5. **APPLICANTS’ CONFERENCE:** A non-mandatory applicants’ conference will be held remotely at the dates and times indicated on the front page of this RFA. Any modifications will be posted on the CDD website.
 - 1.5.1. **Applicants who wish to attend this conference can send an email to** AHS.DCFCDDGrantsAndContracts@Vermont.gov by 12 noon the day of the conference.
- 1.6. **QUESTION AND ANSWER PERIOD:** Any applicant requiring clarification of any section of this RFA or wishing to comment on any requirement of the RFA must submit specific questions in writing no later than the deadline for questions, indicated on the first page of this RFA. Email any questions or comments to the State Contact indicated on the front page of this RFA. 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 and comments and the State’s responses will be posted on the State’s web site at <https://www.vermontbusinessregistry.com>. Every effort will be made to post this information as soon as possible after the question period ends, contingent on the number and complexity of the questions.
- 1.7. **CHANGES TO THIS RFA:** Any modifications to this RFA will be made in writing by the State through the issuance of an Addendum to this RFA and posted online at <https://www.vermontbusinessregistry.com>. Verbal or written instruction from any other source is not to be considered.

2. GENERAL REQUIREMENTS:

- 2.1. **STATEMENT OF RIGHTS:** The State shall have the authority to evaluate applications and select the applicant(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 RFA. The State of Vermont reserves the right to obtain clarification or additional information necessary to properly evaluate an application. Failure of applicant to respond to a request for additional information or clarification could result in rejection of that applicant’s application. 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 applications, in whole or in part, with or without cause, and to waive technicalities in submissions.
- 2.2. **METHOD OF AWARD:** Awards will be made in the best interest of the State. The State may award one (1) or more grants and reserves the right to make additional awards to other compliant applicants at any time if such award is deemed to be in the best interest of the State. Priority will be given to children residing and attending specialized child care in Vermont.

2.2.1. **ELIGIBILITY CRITERIA:** The following eligibility criteria is required to apply

- 2.2.1.1. Shall be a Vermont Licensed Specialized Child Care Provider, in good regulatory standing; AND
- 2.2.1.2. Be caring for children with specialized needs; AND
- 2.2.1.3. Child(ren) with specialized need(s) shall have an active One Plan, Individual Educational Plan, 504 Plan, or Mental health treatment plan that addresses their specialized need(s); OR
- 2.2.1.4. An open case with the Family Services Division (FSD), including post adoption case through the Department for Children and Families (DCF); AND
- 2.2.1.5. Presence of a documented physical, medical, or behavior challenge that is causing a safety risk to the child or others within the child care setting.

2.2.2. **SCORING CRITERIA:** Eligible applications shall be scored on the following areas based on the application information, individual child's needs, and submitted documentation.

- 2.2.2.1. Expulsion
- 2.2.2.2. Danger/Safety Concerns
- 2.2.2.3. Diagnosis
- 2.2.2.4. Child Protection Involvement
- 2.2.2.5. Social, Emotional, and Behavior Needs
- 2.2.2.6. Child Care Provider Quality
- 2.2.2.7. Service Delivery and Collaboration
- 2.2.2.8. Program Cost

2.3. **AWARD NEGOTIATION:** Upon completion of the evaluation process, the State may select one (1) or more applicants with which to negotiate an award, based on the evaluation findings and other criteria deemed relevant for ensuring that the decision made is in the best interest of the State. In the event the State is not successful in negotiating an award with a selected applicant, the State reserves the option of negotiating with another applicant, or to end the application process entirely.

2.4. **COST OF PREPARATION:** Applicants shall be solely responsible for all expenses incurred in the preparation of a response to this RFA and shall be responsible for expenses associated with any presentations or demonstrations associated with this request and/or any applications.

2.5. **AWARD TERMS:** The selected applicant(s) will be expected to sign an agreement with the State, including the Standard Contract Form and Attachment A - F as attached to this RFA reference.

2.5.1. **Business Registration:** To be awarded a grant by the State an applicant (except an individual doing business in their own name) must be registered with the Vermont Secretary of State's office (see <https://sos.vermont.gov/corporations/registration/>) and must obtain a Business Tax Account Number issued by the Vermont Department of Taxes (see <https://tax.vermont.gov/business-and-corp/register-a-business>).

2.5.2. **Payment Terms:** Refer to Attachment B (Payment Provisions).

3. **APPLICATION REQUIREMENTS:** The requirements listed below are the minimum requirements for State evaluation and must be included to be considered a complete application. Required forms can be found at <https://dcf.vermont.gov/cdd/providers/grants>. Forms must not be modified.

- 3.1. For each child named in the Special Accommodation Grant (SAG) application the following forms shall be submitted. Only complete one Request for Funds form if you are applying for more than one child at the same program.
 - 3.1.1. A CIS Parent/Legal Guardian Authorization Consent Form may be signed and scanned, or parents/legal guardians can complete and sign electronically.
 - 3.1.2. SAG Health Service/Provider letter of support.pdf* ***This form must be completed electronically by the applicant. Printed, signed, and scanned forms will not be accepted.***
 - 3.1.3. SAG Application- **Child Information.pdf***. ***This form must be completed electronically by the applicant. Printed, signed, and scanned forms will not be accepted.***
 - 3.1.4. SAG Application – **Request for Funds form.pdf.** * (Complete one *Request for Funds form*, even when you apply for more than one child at the same child care program.) ***This form shall be completed electronically by the applicant. Printed, signed, and scanned forms will not be accepted***
 - 3.1.5. Child’s plan (e.g., IEP, One Plan, 504, Treatment Plan) updated within the last three (3) to six (6) months.
 - 3.1.6. 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 RFA.
 - 3.1.7. A current IRS Form W-9 (signed within the last six (6) months).
4. **SUBMISSION INSTRUCTIONS:** Due to the nature of the information being submitted, any other method of submission is prohibited and will result in disqualification.
 - 4.1. **ELECTRONIC SUBMISSION REQUIREMENTS:** The Special Accommodations Grant process has been streamlined to include an Adobe Acrobat PDF fillable form.
 - 4.1.1. The SAG applications will only be accepted in an electronic format. ***Applications mailed or faxed will not be considered.***
 - 4.1.1.1. Special Accommodation Grant Applications and documentation must be submitted to your regional [CIS Specialized Child Care Coordinators](#) by the RFA submission deadlines.
 - 4.1.1.2. When you have completed all the required forms and documentation, save and label each document to your computer with the name of the child care program, and the official name of the completed form. **For example: Sunshine Child Care Program- Child Information Form**
 - 4.1.1.3. Email your regional CIS Specialized Child Care Coordinator to request a secure submission email. The applicant must not include any application information or documentation within this initial request.
 - 4.1.1.4. After receiving the secure email from the regional CIS Specialized Child Care Coordinator, the applicant shall attach the completed application, including any supporting documentation to the email and send back to the regional CIS Specialized Child Care Coordinator on or before the required deadline
 - 4.1.1.5. The regional CIS Specialized Child Care Coordinator will review and forward the completed application to the State using Globalscapes, a secure file transfer tool.

4.1.1.6. Applications received by the regional CIS Specialized Child Care Coordinator after the due date indicated on the front page of this RFA, will not be reviewed and scored until the following round, contingent on the availability of funds.

4.1.1.7. Incomplete applications will not be considered.

4.2. **SUBMISSION CHECKLIST:** The following items shall be included within the applicant's submission to be considered a complete application.

- CIS Parent/Legal Guardian Authorization Consent Form(s)
- SAG Health Service Provider(s) Letter(s) of Support
- SAG Application – Child Information Form(s)
- SAG Application – Request for Funds Form
- Child(ren)'s Plan(s)
- Certificate of Insurance
- IRS Form W-9

5. ATTACHMENTS

5.1. Standard Grant Agreement (Sample)

5.2. Attachment A – Statement of Work to be Performed

5.3. Attachment B – Payment Provisions

5.4. Attachment C – Standard State Provisions for Contracts and Grants

5.5. Attachment E – Business Associate Agreement

5.6. Attachment F – Agency of Human Services' Customary Contract/Grant Provisions

5.7. Attachment H & H-1 – Request for Funds and Financial Report (Sample)

5.8. Attachment I – Parent/Legal Guardian Consent Form (Sample)

5.9. Attachment J – Service/Health Provider Letter of Support Form (Sample)

5.10. Attachment K – Child Information Form (Sample)

5.11. Attachment L – Request for Funds Form (Sample)

STANDARD GRANT AGREEMENT

1. **Parties:** This is a Grant Agreement between State of Vermont, Department of Children and Families, Child Development Division, (hereinafter called “State”) and _____ with principal place of business at _____, (hereinafter called “Grantee/Subrecipient”).

It is the Grantee’s/Subrecipient’s responsibility to contact the Vermont Department of Taxes to determine if, by law, the grantee/subrecipient is required to have a Vermont Department of Taxes Business Account Number.

2. **Subject Matter:** The subject matter of this Grant Agreement is _____.
3. **Award Details:** Amounts, dates and other award details are as shown in the attached *Grant Agreement Part 1- Grant Award Detail*. A detailed scope of work covered by this award is described in Attachment A.
4. **Amendment:** No changes, modifications, or amendments in the terms and conditions of this Grant Agreement shall be effective unless reduced to writing, numbered, and signed by the duly authorized representative of the State and Grantee/Subrecipient.
5. **Cancellation:** This Grant Agreement may be suspended or cancelled by either party by giving written notice at least 30 days in advance.
6. **Federal Funding Requirements:** As a Subrecipient of federal funds, the Subrecipient is required to adhere to the following federal regulations: OMB Guidance – 2 CFR Chapter I, Chapter II, Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. This guidance can be found at:

https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl
7. **Attachments:** This Grant consists of ___ pages including the following attachments that are incorporated herein:

- Grant Agreement-Part 1 – Grant Award Detail
- Grant Agreement Part 2 – Grant Agreement
- Attachment A – Scope of Work to Be Performed
- Attachment B – Payment Provisions
- Attachment C – Customary State Grant Provisions
- Attachment D – Other Provisions (if any)
- Attachment E – Business Associate Agreement
- Attachment F – Agency of Human Services’ Customary Contract/Grant Provisions
- Attachment H & H-1 – Request for Funds and Financial Report

8. **Order of Precedence:** Any ambiguity, conflict or inconsistency in the Grant Documents shall be resolved according to the following order of precedence:
 - 1) Grant Agreement Part 1 and Part 2
 - 2) Attachment D (if any)
 - 3) Attachment C
 - 4) Attachment A
 - 5) Attachment B
 - 6) Attachment E (if any)
 - 7) Attachment F

8) Other Attachments (if any)

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

By the State of Vermont:

By the Grantee/Subrecipient:

_____ Signature		_____ Signature	
Date		Date	
Name, Job Title		Name, Job Title	
Department of _____		Organization	
Mailing Address		Mailing Address	
Email Address		Email Address	

SAMPLE

ATTACHMENT A
SCOPE OF WORK TO BE PERFORMED

PROGRAM NAME: Special Child Care Accommodation Grant

1. **PROGRAM DESCRIPTION:** Special Accommodation Grants are available to high-quality child-care programs to support the safe and successful inclusion of a child or a group of children with identified special needs in their program. The grant funds are intended to cover any gap left after all entitled or eligible services are provided for the child(ren).
2. **PROGRAM PURPOSE:**
 - 2.1. **Program-Specific Population:** Special Accommodation Grants are awarded to Vermont Licensed Specialized Child Care Providers caring for a child or children with specialized needs who has/have a documented physical, medical, or behavioral challenge that is causing a safety risk to the child or others within the child care setting. The child(ren) assisted by this grant shall have an active plan (One Plan, Individual Educational Plan, 504 Plan, or Mental health treatment plan that addresses their specialized need(s)) with a child-servicing agency or the public school that addresses their specialized need(s) or an open case with the Family Services Division (FSD), including children adopted through the Department for Children and Families (DCF).
 - 2.2. **Purpose(s) of the Program:**
 - 2.2.1. To support the safe and successful inclusion of a child or children with special needs in maintaining their placement within their child care program by hiring a qualified assistant.
 - 2.2.2. To identify, implement and educate staff and families on inclusive practices that support all children within the child care program.
 - 2.2.3. To increase continuity of supports between the child(ren)'s home(s) and the child care setting.
3. **SCOPE OF WORK:** The grantee shall provide the following:
 - 3.1. Shall hire, train, and provide supervision for an individual assistant that meets at a minimum the following requirements:
 - 3.1.1. Is at least eighteen (18) years of age; AND
 - 3.1.2. Is a high school graduate or has completed a GED and meets one (1) of the following qualifications:
 - 3.1.2.1. Has a Vermont Early Childhood Career Ladder Level One (1) or Two (2) Certificate; OR
 - 3.1.2.2. Has a current Child Development Associate (CDA) and has at least twelve (12) months experience working with groups of children from grade three (3) or younger; OR
 - 3.1.2.3. Has a State Board of Education approved Human Services Program Certificate that emphasizes child development or early childhood education and has at least twelve (12) months experience working with groups of children from grade three (3) or younger; OR
 - 3.1.2.4. Has successfully completed the Fundamentals for Early Childhood Professionals' course or the Vermont Afterschool Essentials Certificate and has at least twelve (12) months experience working with groups of children from grade three (3) or younger; OR

3.1.2.5. Has successfully completed a three (3) college credit course in child or human development or a three (3) college credit course for school age care and education and has at least twelve (12) months experience working with groups of children from grade three (3) or younger.

3.1.3. Shall ensure all required screenings and background checks have been met in accordance with Vermont Child Care Licensing Regulations.

3.2. Shall coordinate and document monthly meetings with the child's team, which will include the individual assistant hired under this grant, the child's parent/legal guardian, and other professionals supporting the child's development (e.g., CIS; Head Start/Early Head Start, Specialized Child Care Coordinator, Child Care Consultant, Foster Parent, etc.). The meetings will support communication and implementation of the strategies that support outcomes written in the child's plan.

3.3. Shall provide training on inclusive practices to the 1:1 assistant and the child's classroom staff within the first 30 days of the employee being hired. The following resources provide training on inclusion: [Pyramid Consortium](#), [Head Start Center for Inclusion](#) (birth to 5 years), [Better Kid Care](#), and [Vermont Afterschool Inc](#) or you may provide an alternative training on inclusion, specified to the individual child in care. The grantee shall complete the survey: <https://www.surveymonkey.com/r/SAGprovidersurvey>, within 15 days of the 1:1 being hired for the grant. The following information is needed to complete the survey link, the name of training, the date of the training, and will ask you to verify that 100% of the staff in the child's classroom completed the training.

3.4. Shall coordinate with the child's team to develop a written transition plan prior to the end of the grant term. The written plan shall include a summary of classroom and child level improvements, and recommended changes to maintain the child's placement once the grant funds are no longer available. The grantee shall report out on this information in the final survey. See 3.6 within this attachment.

3.5. Shall provide parent/legal guardian of the child a link to a parent satisfaction survey. The grantee shall strongly request and encourage the parent/legal guardian to complete the survey and do so within 30 days following the grant term's end. The link to the survey is: <https://www.surveymonkey.com/r/SAGparentsurvey>.

3.6. Shall complete the Special Accommodation Grant Final Survey and Report within 15 days of the end of the grant period. The link to the survey is <https://www.surveymonkey.com/r/SAGFinalReportFY21>.

4. **PERFORMANCE MEASUREMENT:** The grantee will report the following performance measures to the State to measure achievement of stated program purpose(s).

- The identified children are able to successfully remain in their child care program.
- The ratio of staff to children increase to meet needs of children in care.
- The percentage of self-regulation time demonstrated by child improves.
- Increase child's learning and development as reported by parents.

5. **PROGRAM-SPECIFIC MONITORING AND REPORTING:** The following table identifies how performance measures and other data will be reported, monitored, and improved. This section meets State of Vermont Bulletin 5.0 requirements for grant monitoring.

Table 2: Monitoring Procedures

Monitoring Activities	Format	Frequency/Due Date	Purpose/Information Required
Grantee will hire an individual assistant	Notice given to CDD	within 45 days of the effective date of fully executed agreement	Program monitoring.
Special Accommodation Grant Provider Training Survey	Survey Tool Provided	Within 15 days of hiring the 1:1 assistant	Performance monitoring
Parent Satisfaction Survey	Survey Tool Provided	Within 30 days of award end date	Impact monitoring
Final Report including transition plan (see 3.6 of Attachment A)	Report Tool Provided	Within 30 days of award end date	Performance and impact monitoring.
Financial Invoices	Electronic Reporting	Monthly as needed	Monitoring

[See ATTACHMENT B for Payment Provisions]

**ATTACHMENT B
PAYMENT PROVISIONS**

State of Vermont Standard Payment Terms are Net/00 From Date of Invoice

1. **GENERAL INFORMATION:** The maximum dollar amount payable under this agreement is not intended as any form of a guaranteed amount. The grantee will be receiving funding for services specified in Attachment A, or services performed, up to the maximum allowable amount specified in this agreement. The payment schedule for services performed, and any additional reimbursements, are included in this attachment. Unless amended, this is a one-time grant award for the amount indicated with no assurance of continued funding beyond the initial grant term. For grantee services to be delivered pursuant to this Grant, the State shall render payment upon receipt of required documentation and reports per the schedule set forth in Section B below. Grant payments will be made through the DCF Business Office.

2. **PROVISIONS:** The following provisions specifying payments are as follows:

2.1. **PAYMENT SCHEDULE:**

Report # Payment Request #	Report Due	Requesting for Period	Due Date
1	Upon executed agreement, provide a complete financial report (Attachment H-1) documenting proposed budgeted expenditures of the total grant funds awarded for the term of the grant.	Term of the grant	On or within 15 days of the effective date of fully executed agreement
2	<ul style="list-style-type: none"> • Submit a funding request (Attachment H) requesting reimbursement of all outstanding expenditures not paid to date up to the total remaining funds awarded through this agreement. • Provide a complete and updated financial report (Attachment H-1) with cumulative expenditures. Include all supporting documentation of any approved budget modifications during this reporting period. 	Monthly as needed	By the 15 th of each month
3	<ul style="list-style-type: none"> • Provide a complete and updated financial report (Attachment H-1) with cumulative expenditures. Include all supporting documentation of any approved budget modifications during this reporting period. • Submit a final funding request (Attachment H) requesting reimbursement for all outstanding expenditures not paid to date up to the total remaining funds awarded through the agreement. • Complete the final report and parent survey as described in 3.5 and 3.6 of Attachment A within this agreement. 	Term of the grant	On or within 15 days of the end of the grant term

2.2. CLOSEOUT AND REPORTING: Should activities under this agreement be completed prior to the agreement term, the subrecipient will provide a final close out report of all activities completed in accordance with the specification contained in attachment A. In addition, the subrecipient will complete and submit a final attachment H-1. Any request for reimbursement of additional cost not previously submitted must be accompanied with an Attachment H with a clear description of the of the funding requested. All outstanding invoices must be submitted no later than 60 days following the end date of the agreement or effective date of termination. Invoices submitted after the 60-day period will not be payable. Should additional funds remain on hand after the activities of this agreement are complete, they shall be returned to the State of Vermont no later than 30 days following the completion of all agreement activities. Excess funding returned must be made payable to the “State Treasurer” noting the agreement number and title. Please remit to: AHS/DCF/CDD, 280 State Drive, NOB 1 North, Attn: CDD: Contract & Grants Team, Waterbury VT, 05671-1040.

3. **INVOICE SUBMISSION, APPROVAL AND ACCEPTANCE:** The grantee will submit, all required documentation including required reports and or deliverables. An authorized grantee representative will certify by signature on Attachment H that: “invoiced amounts have been on allowable activities per the agreement and agrees to produce the source documents upon which this invoice is based upon request. The grantee representative further certifies that all required reports/services have been delivered in accordance with the agreement”.
4. 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.
5. **CONTACT AND PAYMENT REQUEST INFORMATION:** The grantee will submit their reports and requests for payments through an on-line report format. No payment request will be accepted without completing the fillable Attachment H and H-1 electronically, digitally signed and submitted through the online system. The link for online payment requests and report submissions is: <https://form.jotform.com/63263967436163>. The on-line reporting will allow vendors to report on specific details of their agreement and upload electronic progress reports and payment requests. The electronic submissions are automatically directed to the Division’s centralized collection point for processing. Note: All standard State payment processing rules apply. Reports and payment requests submitted by any other means may delay processing and validation and is not considered the approved method for submission. Questions and requests for assistance with the online reporting can be directed to the Division at: AHS.DCF.CDDInvoices@vermont.gov. (Email is for correspondence ONLY)

**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 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).

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 E
BUSINESS ASSOCIATE AGREEMENT**

SOV GRANTEE: _____

SOV GRANT AGREEMENT #: _____ **AWARD EFFECTIVE DATE:** _____

This Business Associate Agreement (“Agreement”) is entered into by and between the State of Vermont Agency of Human Services, operating by and through Department for Children and Families (“Covered Entity”) and Party identified in this Agreement as Contractor or Grantee above (“Business Associate”). This Agreement supplements and is made a part of the contract or grant (“Contract or Grant”) to which it is attached.

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

The parties agree as follows:

1. **Definitions.** All capitalized terms used but not otherwise defined in this Agreement have the meanings set forth in 45 CFR Parts 160 and 164 as amended by HITECH and associated federal rules and regulations. Terms defined in this Agreement are italicized. Unless otherwise specified, when used in this Agreement, defined terms used in the singular shall be understood if appropriate in their context to include the plural when applicable.

“*Agent*” means an *Individual* acting within the scope of the agency of the *Business Associate*, in accordance with the Federal common law of agency, as referenced in 45 CFR § 160.402(c) and includes Workforce members and *Subcontractors*.

“*Breach*” means the acquisition, Access, Use or Disclosure of *Protected Health Information (PHI)* which compromises the Security or privacy of the *PHI*, except as excluded in the definition of *Breach* in 45 CFR § 164.402.

“*Business Associate*” shall have the meaning given for “Business Associate” in 45 CFR § 160.103 and means Contractor or Grantee and includes its Workforce, *Agents* and *Subcontractors*.

“*Electronic PHF*” shall mean *PHI* created, received, maintained or transmitted electronically in accordance with 45 CFR § 160.103.

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

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

“*Required by Law*” means a mandate contained in law that compels an entity to make a use or disclosure of *PHI* and that is enforceable in a court of law and shall have the meaning given in 45 CFR § 164.103.

“*Report*” means submissions required by this Agreement as provided in section 2.3.

“*Security Incident*” means the attempted or successful unauthorized Access, Use, Disclosure, modification, or destruction of Information or interference with system operations in an Information System relating to *PHI* in accordance with 45 CFR § 164.304.

“*Services*” includes all work performed by the *Business Associate* for or on behalf of Covered Entity that requires the Use and/or Disclosure of *PHI* to perform a *Business Associate* function described in 45 CFR § 160.103.

“*Subcontractor*” means a Person to whom *Business Associate* delegates a function, activity, or service, other than in the capacity of a member of the workforce of such *Business Associate*.

“*Successful Security Incident*” shall mean a *Security Incident* that results in the unauthorized Access, Use, Disclosure, modification, or destruction of information or interference with system operations in an Information System.

“*Unsuccessful Security Incident*” shall mean a *Security Incident* such as routine occurrences that do not result in unauthorized Access, Use, Disclosure, modification, or destruction of information or interference with system operations in an Information System, such as: (i) unsuccessful attempts to penetrate computer networks or services maintained by *Business Associate*; and (ii) immaterial incidents such as pings and other broadcast attacks on *Business Associate’s* firewall, port scans, unsuccessful log-on attempts, denials of service and any combination of the above with respect to *Business Associate’s* Information System.

“*Targeted Unsuccessful Security Incident*” means an *Unsuccessful Security Incident* that appears to be an attempt to obtain unauthorized Access, Use, Disclosure, modification or destruction of the Covered Entity’s *Electronic PHI*.

2. **Contact Information for Privacy and Security Officers and Reports.**

2.1 *Business Associate* shall provide, within ten (10) days of the execution of this Agreement, written notice to the Contract or Grant manager the names and contact information of both the HIPAA Privacy Officer and HIPAA Security Officer of the *Business Associate*. This information must be updated by *Business Associate* any time these contacts change.

2.2 Covered Entity’s HIPAA Privacy Officer and HIPAA Security Officer contact information is posted at: <https://humanservices.vermont.gov/rules-policies/health-insurance-portability-and-accountability-act-hipaa>

2.3 *Business Associate* shall submit all *Reports* required by this Agreement to the following email address: AHS.PrivacyAndSecurity@vermont.gov

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

3.1 Subject to the terms in this Agreement, *Business Associate* may Use or Disclose *PHI* to perform *Services*, as specified in the Contract or Grant. Such Uses and Disclosures are limited to the minimum necessary to provide the *Services*. *Business Associate* shall not Use or Disclose *PHI* in any manner that would constitute a violation of the Privacy Rule if Used or Disclosed by Covered Entity in that manner. *Business Associate* may not Use or Disclose *PHI* other than as permitted or required by this Agreement or as *Required by Law* and only in compliance with applicable laws and regulations.

3.2 *Business Associate* may make *PHI* available to its Workforce, *Agent* and *Subcontractor* who need Access to perform *Services* as permitted by this Agreement, provided that *Business Associate* makes them aware of the Use and Disclosure restrictions in this Agreement and binds them to comply with such restrictions.

3.3 *Business Associate* shall be directly liable under HIPAA for impermissible Uses and Disclosures of *PHI*.

4. **Business Activities.** *Business Associate* may Use *PHI* if necessary for *Business Associate’s* proper management and administration or to carry out its legal responsibilities. *Business Associate* may Disclose *PHI* for *Business Associate’s* proper management and administration or to carry out its legal responsibilities if a Disclosure is *Required by Law* or if *Business Associate* obtains reasonable written assurances via a written agreement from the Person to whom the information is to be Disclosed that such *PHI* shall remain confidential and be Used or further Disclosed only as *Required by Law* or for the purpose for which it was Disclosed to the Person, and the Agreement requires the Person to notify *Business Associate*, within five (5) business days, in writing of any *Breach* of Unsecured *PHI* of which it is aware. Such Uses and Disclosures of *PHI* must be of the minimum amount necessary to accomplish such purposes.

5. **Electronic PHI Security Rule Obligations.**

5.1 With respect to *Electronic PHI*, *Business Associate* shall:

- a) Implement and use Administrative, Physical, and Technical Safeguards in compliance with 45 CFR sections 164.308, 164.310, and 164.312;
- b) Identify in writing upon request from Covered Entity all the safeguards that it uses to protect such *Electronic PHI*;
- c) Prior to any Use or Disclosure of *Electronic PHI* by an *Agent* or *Subcontractor*, ensure that any *Agent* or *Subcontractor* to whom it provides *Electronic PHI* agrees in writing to implement and use Administrative, Physical, and Technical Safeguards that reasonably and appropriately protect the Confidentiality, Integrity and Availability of *Electronic PHI*. The written agreement must identify Covered Entity as a direct and intended third party beneficiary with the right to enforce any breach of the agreement concerning the Use or Disclosure of *Electronic PHI*, and be provided to Covered Entity upon request;
- d) Report in writing to Covered Entity any *Successful Security Incident* or *Targeted Unsuccessful Security Incident* as soon as it becomes aware of such incident and in no event later than five (5) business days after such awareness. Such *Report* shall be timely made notwithstanding the fact that little information may be known at the time of the *Report* and need only include such information then available;
- e) Following such *Report*, provide Covered Entity with the information necessary for Covered Entity to investigate any such incident; and
- f) Continue to provide to Covered Entity information concerning the incident as it becomes available to it.

5.2 Reporting *Unsuccessful Security Incidents*. *Business Associate* shall provide Covered Entity upon written request a *Report* that: (a) identifies the categories of *Unsuccessful Security Incidents*; (b) indicates whether *Business Associate* believes its current defensive security measures are adequate to address all *Unsuccessful Security Incidents*, given the scope and nature of such attempts; and (c) if the security measures are not adequate, the measures *Business Associate* will implement to address the security inadequacies.

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

6. **Reporting and Documenting Breaches.**

6.1 *Business Associate* shall *Report* to Covered Entity any *Breach* of Unsecured *PHI* as soon as it, or any Person to whom *PHI* is disclosed under this Agreement, becomes aware of any such *Breach*, and in no event later than five (5) business days after such awareness, except when a law enforcement official determines that a notification would impede a criminal investigation or cause damage to national security. Such *Report* shall be timely made notwithstanding the fact that little information may be known at the time of the *Report* and need only include such information then available.

6.2 Following the *Report* described in 6.1, *Business Associate* shall conduct a risk assessment and provide it to Covered Entity with a summary of the event. *Business Associate* shall provide Covered Entity with the names of any *Individual* whose Unsecured *PHI* has been, or is reasonably believed to have been, the subject of the *Breach* and any other available information that is required to be given to the affected *Individual*, as set forth in 45 CFR § 164.404(c). Upon request by Covered Entity, *Business Associate* shall provide information necessary for Covered Entity to investigate the impermissible Use or Disclosure. *Business Associate* shall continue to provide to Covered Entity information concerning the *Breach* as it becomes available.

6.3 When *Business Associate* determines that an impermissible acquisition, Access, Use or Disclosure of *PHI* for which it is responsible is not a *Breach*, and therefore does not necessitate notice to the impacted *Individual*, it shall document its assessment of risk, conducted as set forth in 45 CFR § 402(2). *Business*

Associate shall make its risk assessment available to Covered Entity upon request. It shall include 1) the name of the person making the assessment, 2) a brief summary of the facts, and 3) a brief statement of the reasons supporting the determination of low probability that the *PHI* had been compromised.

7. **Mitigation and Corrective Action.** *Business Associate* shall mitigate, to the extent practicable, any harmful effect that is known to it of an impermissible Use or Disclosure of *PHI*, even if the impermissible Use or Disclosure does not constitute a *Breach*. *Business Associate* shall draft and carry out a plan of corrective action to address any incident of impermissible Use or Disclosure of *PHI*. *Business Associate* shall make its mitigation and corrective action plans available to Covered Entity upon request.
8. **Providing Notice of Breaches.**
 - 8.1 If Covered Entity determines that a *Breach* of *PHI* for which *Business Associate* was responsible, and if requested by Covered Entity, *Business Associate* shall provide notice to the *Individual* whose *PHI* has been the subject of the *Breach*. When so requested, *Business Associate* shall consult with Covered Entity about the timeliness, content and method of notice, and shall receive Covered Entity's approval concerning these elements. *Business Associate* shall be responsible for the cost of notice and related remedies.
 - 8.2 The notice to affected *Individuals* shall be provided as soon as reasonably possible and in no case later than sixty (60) calendar days after *Business Associate* reported the *Breach* to Covered Entity.
 - 8.3 The notice to affected *Individuals* shall be written in plain language and shall include, to the extent possible: 1) a brief description of what happened; 2) a description of the types of Unsecured *PHI* that were involved in the *Breach*; 3) any steps *Individuals* can take to protect themselves from potential harm resulting from the *Breach*; 4) a brief description of what the *Business Associate* is doing to investigate the *Breach* to mitigate harm to *Individuals* and to protect against further *Breaches*; and 5) contact procedures for *Individuals* to ask questions or obtain additional information, as set forth in 45 CFR § 164.404(c).
 - 8.4 *Business Associate* shall notify *Individuals* of *Breaches* as specified in 45 CFR § 164.404(d) (methods of *Individual* notice). In addition, when a *Breach* involves more than 500 residents of Vermont, *Business Associate* shall, if requested by Covered Entity, notify prominent media outlets serving Vermont, following the requirements set forth in 45 CFR § 164.406.
9. **Agreements with Subcontractors.** *Business Associate* shall enter into a Business Associate Agreement with any *Subcontractor* to whom it provides *PHI* to require compliance with HIPAA and to ensure *Business Associate* and *Subcontractor* comply with the terms and conditions of this Agreement. *Business Associate* must enter into such written agreement before any Use by or Disclosure of *PHI* to such *Subcontractor*. The written agreement must identify Covered Entity as a direct and intended third party beneficiary with the right to enforce any breach of the agreement concerning the Use or Disclosure of *PHI*. *Business Associate* shall provide a copy of the written agreement it enters into with a *Subcontractor* to Covered Entity upon request. *Business Associate* may not make any Disclosure of *PHI* to any *Subcontractor* without prior written consent of Covered Entity.
10. **Access to PHI.** *Business Associate* shall provide access to *PHI* in a Designated Record Set to Covered Entity or as directed by Covered Entity to an *Individual* to meet the requirements under 45 CFR § 164.524. *Business Associate* shall provide such access in the time and manner reasonably designated by Covered Entity. Within five (5) business days, *Business Associate* shall forward to Covered Entity for handling any request for Access to *PHI* that *Business Associate* directly receives from an *Individual*.
11. **Amendment of PHI.** *Business Associate* shall make any amendments to *PHI* in a Designated Record Set that Covered Entity directs or agrees to pursuant to 45 CFR § 164.526, whether at the request of Covered Entity or an *Individual*. *Business Associate* shall make such amendments in the time and manner reasonably designated by Covered Entity. Within five (5) business days, *Business Associate* shall forward to Covered Entity for handling any request for amendment to *PHI* that *Business Associate* directly receives from an *Individual*.

12. **Accounting of Disclosures.** *Business Associate* shall document Disclosures of *PHI* and all information related to such Disclosures as would be required for Covered Entity to respond to a request by an *Individual* for an accounting of disclosures of *PHI* in accordance with 45 CFR § 164.528. *Business Associate* shall provide such information to Covered Entity or as directed by Covered Entity to an *Individual*, to permit Covered Entity to respond to an accounting request. *Business Associate* shall provide such information in the time and manner reasonably designated by Covered Entity. Within five (5) business days, *Business Associate* shall forward to Covered Entity for handling any accounting request that *Business Associate* directly receives from an *Individual*.
13. **Books and Records.** Subject to the attorney-client and other applicable legal privileges, *Business Associate* shall make its internal practices, books, and records (including policies and procedures and *PHI*) relating to the Use and Disclosure of *PHI* available to the Secretary of Health and Human Services (HHS) in the time and manner designated by the Secretary. *Business Associate* shall make the same information available to Covered Entity, upon Covered Entity's request, in the time and manner reasonably designated by Covered Entity so that Covered Entity may determine whether *Business Associate* is in compliance with this Agreement.
14. **Termination.**
- 14.1 This Agreement commences on the Effective Date and shall remain in effect until terminated by Covered Entity or until all the *PHI* is destroyed or returned to Covered Entity subject to Section 18.8.
- 14.2 If *Business Associate* fails to comply with any material term of this Agreement, Covered Entity may provide an opportunity for *Business Associate* to cure. If *Business Associate* does not cure within the time specified by Covered Entity or if Covered Entity believes that cure is not reasonably possible, Covered Entity may immediately terminate the Contract or Grant without incurring liability or penalty for such termination. If neither termination nor cure are feasible, Covered Entity shall report the breach to the Secretary of HHS. Covered Entity has the right to seek to cure such failure by *Business Associate*. Regardless of whether Covered Entity cures, it retains any right or remedy available at law, in equity, or under the Contract or Grant and *Business Associate* retains its responsibility for such failure.
15. **Return/Destruction of PHI.**
- 15.1 *Business Associate* in connection with the expiration or termination of the Contract or Grant shall return or destroy, at the discretion of the Covered Entity, *PHI* that *Business Associate* still maintains in any form or medium (including electronic) within thirty (30) days after such expiration or termination. *Business Associate* shall not retain any copies of *PHI*. *Business Associate* shall certify in writing and report to Covered Entity (1) when all *PHI* has been returned or destroyed and (2) that *Business Associate* does not continue to maintain any *PHI*. *Business Associate* is to provide this certification during this thirty (30) day period.
- 15.2 *Business Associate* shall report to Covered Entity any conditions that *Business Associate* believes make the return or destruction of *PHI* infeasible. *Business Associate* shall extend the protections of this Agreement to such *PHI* and limit further Uses and Disclosures to those purposes that make the return or destruction infeasible for so long as *Business Associate* maintains such *PHI*.
16. **Penalties.** *Business Associate* understands that: (a) there may be civil or criminal penalties for misuse or misappropriation of *PHI* and (b) violations of this Agreement may result in notification by Covered Entity to law enforcement officials and regulatory, accreditation, and licensure organizations.
17. **Training.** *Business Associate* understands its obligation to comply with the law and shall provide appropriate training and education to ensure compliance with this Agreement. If requested by Covered Entity, *Business Associate* shall participate in Covered Entity's training regarding the Use, Confidentiality, and Security of *PHI*; however, participation in such training shall not supplant nor relieve *Business Associate* of its obligations under this Agreement to independently assure compliance with the law and this Agreement.

18. **Miscellaneous.**

- 18.1 In the event of any conflict or inconsistency between the terms of this Agreement and the terms of the Contract or Grant, the terms of this Agreement shall govern with respect to its subject matter. Otherwise, the terms of the Contract or Grant continue in effect.
- 18.2 Each party shall cooperate with the other party to amend this Agreement from time to time as is necessary for such party to comply with the Privacy Rule, the Security Rule, or any other standards promulgated under HIPAA. This Agreement may not be amended, except by a writing signed by all parties hereto.
- 18.3 Any ambiguity in this Agreement shall be resolved to permit the parties to comply with the Privacy Rule, Security Rule, or any other standards promulgated under HIPAA.
- 18.4 In addition to applicable Vermont law, the parties shall rely on applicable federal law (e.g., HIPAA, the Privacy Rule, Security Rule, and HITECH) in construing the meaning and effect of this Agreement.
- 18.5 *Business Associate* shall not have or claim any ownership of *PHI*.
- 18.6 *Business Associate* shall abide by the terms and conditions of this Agreement with respect to all *PHI* even if some of that information relates to specific services for which *Business Associate* may not be a “*Business Associate*” of Covered Entity under the Privacy Rule.
- 18.7 *Business Associate* is prohibited from directly or indirectly receiving any remuneration in exchange for an *Individual’s PHI*. *Business Associate* will refrain from marketing activities that would violate HIPAA, including specifically Section 13406 of the HITECH Act. *Reports* or data containing *PHI* may not be sold without Covered Entity’s or the affected Individual’s written consent.
- 18.8 The provisions of this Agreement that by their terms encompass continuing rights or responsibilities shall survive the expiration or termination of this Agreement. For example: (a) the provisions of this Agreement shall continue to apply if Covered Entity determines that it would be infeasible for *Business Associate* to return or destroy *PHI* as provided in Section 14.2 and (b) the obligation of *Business Associate* to provide an accounting of disclosures as set forth in Section 12 survives the expiration or termination of this Agreement with respect to accounting requests, if any, made after such expiration or termination.

Rev. 05/22/2020

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

1. **Definitions:** For purposes of this Attachment F, the term "Agreement" shall mean the form of the contract or grant, with all of its parts, into which this Attachment F is incorporated. The meaning of the term "Party" when used in this Attachment F shall mean any named party to this Agreement *other than* the State of Vermont, the Agency of Human Services (AHS) and any of the departments, boards, offices and business units named in this Agreement. As such, the term "Party" shall mean, when used in this Attachment F, the Contractor or Grantee with whom the State of Vermont is executing this Agreement. If Party, when permitted to do so under this Agreement, seeks by way of any subcontract, sub-grant or other form of provider agreement to employ any other person or entity to perform any of the obligations of Party under this Agreement, Party shall be obligated to ensure that all terms of this Attachment F are followed. As such, the term "Party" as used herein shall also be construed as applicable to, and describing the obligations of, any subcontractor, sub-recipient or sub-grantee of this Agreement. Any such use or construction of the term "Party" shall not, however, give any subcontractor, sub-recipient or sub-grantee any substantive right in this Agreement without an express written agreement to that effect by the State of Vermont.
2. **Agency of Human Services:** The Agency of Human Services is responsible for overseeing all contracts and grants entered by any of its departments, boards, offices and business units, however denominated. The Agency of Human Services, through the business office of the Office of the Secretary, and through its Field Services Directors, will share with any named AHS-associated party to this Agreement oversight, monitoring and enforcement responsibilities. Party agrees to cooperate with both the named AHS-associated party to this contract and with the Agency of Human Services itself with respect to the resolution of any issues relating to the performance and interpretation of this Agreement, payment matters and legal compliance.
3. **Medicaid Program Parties** (*applicable to any Party providing services and supports paid for under Vermont's Medicaid program and Vermont's Global Commitment to Health Waiver*):

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

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

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

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

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

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

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

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

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

5. **Non-Discrimination:**

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

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

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

6. **Employees and Independent Contractors:**

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

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

7. **Data Protection and Privacy:**

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

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

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

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

Data Breaches: 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 H & H-1
REQUEST FOR FUNDS AND FINANCIAL REPORT (SAMPLE)**

**ATTACHMENT H-1
FINANCIAL REPORT (SAMPLE ONLY)**

The financial reporting form is subject to change; refer to the CDD Financial Report at: <https://dcf.vermont.gov/cdd/grantees> for the most current version.

Financial Report

Please submit this form as required per Attachment B - Payment Provisions of the agreement. To complete the form, click on the empty and white cells to enter in data. The grayed-out cells are automatically calculated based on the information you enter. If you have questions or concerns, please reach out to the CDD Grants and Contracts Team at AHS.DCF.CDDInvoices@vermont.gov before submitting this form.

Date:

Agreement #:

Grantee/Subrecipient Agreement

Funding Information

Funding Sources	Amount	%	Special, Other, and Federal Fund Descriptions
General Fund		0.00%	
Special Fund		0.00%	
Global Commitment		0.00%	
Other State Funds		0.00%	
Federal Funds		0.00%	
Total Agreement Amount	\$0.00		

Budget Status

Object Classes	Initial Budget Estimate	Approved Amended	Actual Expenditures To	Unexpended Balance	Funding Rec'd To Date	Cash On Hand
Personnel				\$0.00		\$0.00
Fringe Benefits				\$0.00		\$0.00
Travel				\$0.00		\$0.00
Equipment				\$0.00		\$0.00
Supplies				\$0.00		\$0.00
Contractual				\$0.00		\$0.00
Grants/Subsidies				\$0.00		\$0.00
Other				\$0.00		\$0.00
Total Direct Costs	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Indirect Rate		0.00%	0.00%		0.00%	
Total Indirect Costs	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Direct and Indirect	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Funding Status Summary

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Financial Report

Invoice #	Cash on Hand	Amount	Cumulative	Funds
1	\$0.00		\$0.00	\$0.00
2	\$0.00		\$0.00	\$0.00
3	\$0.00		\$0.00	\$0.00
4	\$0.00		\$0.00	\$0.00
5	\$0.00		\$0.00	\$0.00
6	\$0.00		\$0.00	\$0.00
7	\$0.00		\$0.00	\$0.00
8	\$0.00		\$0.00	\$0.00
9	\$0.00		\$0.00	\$0.00
10	\$0.00		\$0.00	\$0.00
11	\$0.00		\$0.00	\$0.00
12	\$0.00		\$0.00	\$0.00
Total		\$0.00		

Certification

Prepared By:

Job Title:

Comments:



**ATTACHMENT H
Request for Payment**

SAMPLE ONLY: Form can be found at: <https://dcf.vermont.gov/cdd/grantees>. See “CDD Request for Payment Form”

Request For Payment

Refer to Attachment B - Payment Provisions of the agreement for instructions of when and how to submit this form.

Request Date:

Grantee/Subrecipient/Contractor Name:

Grantee/Subrecipient/Contractor Address:

City/Town: State: Zip Code:

State Assigned Agreement #:

Agreement Title/Description:

Agreement Start Date: Agreement End Date:

Invoice Information

Invoice #:

Final Invoice?

Have required Program reports been submitted? Has the required financial report been submitted?

A. Maximum amount payable to Grantee/Subrecipient/Contractor:

B. Total payments previously received on agreement:

C. Remaining Agreement Balance (line A minus line B): \$ 0.00

D. Total agreement expenditures in the financial report for the period of to :

E. Request Amount, determined as follows:

For requests submitted during the agreement term, request the amount in line D or line C, whichever is lower. A Request for Funding submitted with the final quarterly report may be for the amount in line C if the State had withheld funds earlier and the total YTD (year to date) allowable reported expenditures exhausted the maximum payable under the agreement.

Certification and Signature

The Grantee/Subrecipient/Contractor certifies that the requested amount has been spent on allowable activities and purposes in accordance with the agreement. The Grantee/Subrecipient/Contractor agrees to produce, upon request, the source documents upon which this Request for Payment is based.

Grantee/Subrecipient/Contractor Signature:

Job Title:

For State Use Only

The Child Development Division (CDD) Program Manager reviewed required reports submitted, assessed Grantee/Subrecipient/Contractor performance, and approves payment in the amount of:


Explanation if amount approved differs from amount required in line F:

10% of maximum payable is withheld until agreement term ends and final reports are approved; or

Other:

CDD Representative's Signature:

Job Title:



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**ATTACHMENT I
PARENT/LEGAL GUARDIAN CONSENT FORM (SAMPLE)**

Form can be found at SAG-Application-Parent-Legal-Guardian-Consent.pdf (vermont.gov).

**Special Accommodations Grant Application
Parent/Legal Guardian Authorization**

Child's First Name:	Child's Last Name:	Child's Date of Birth:
Parent/Legal Guardian(s) Names:		
Child Care Program Applying for the Grant:		License #:

Special Accommodations Grants are available from the Child Development Division for children with specialized needs to support their safe and successful inclusion in a high-quality child care setting. This inclusion is intended to contribute to the overall well-being of children with special needs and their families. Funds for Special Accommodations Grants are discretionary and limited. Decisions regarding partial or full funding of grant requests are the sole responsibility of the Child Development Division (CDD). Applications for Special Accommodations Grant Funds specific to an individual child should be completed in collaboration with the team primarily serving the child and the child's family, with the permission and partnership of the child's parent/legal guardian(s).

The Children's Integrated Services (CIS) Team is a multidisciplinary team that provides early childhood expertise and support services for pregnant/postpartum people, children birth to 6 years, their families, and child care professionals. The team is made up of professionals that provide services in the following areas: Early Intervention, Early Childhood and Family Mental Health, Specialized Child Care, and Strong Families Vermont Home Visiting.

I give my permission for the CIS Team members and the following health and service providers (check all that apply):

- Primary Healthcare Provider: _____
- Children with Special Health Needs Worker: _____
- Child Development Clinic: _____
- Child Care Provider: _____
- Child Care Community Support Agency Staff: _____
- Public School (Lead Education Agency) Staff: _____
- Professional Consultants to Assist the Team with its Provisions of Services: _____
- Nursing: _____
- Other: _____

To communicate with and disclose to one another and the State the following information (check all that apply):

- Screening, assessment and/or evaluation records
- The CIS One Plan for my child and/or my family
- Records pertaining to support services checked above
- My child's Individual Education Plan (IEP) or other plan for services (explain): _____

The purpose(s) of the disclosures authorized is (check all that apply):

- To be used in the determination of a Special Accommodations Grant application submitted by my child's child care provider.
- To support the child care program in making accommodations for my child's inclusion

I also give my permission for Children's Integrated Services Program team to record the above information for the purposes of collecting data and for the administration of the CIS Special Accommodations Grant program.

By signing this form, I understand:

- The reason(s) I am being asked to release information.
- I do not have to agree to the release of information. However, by not giving authorization, my child's child care program will not be able to apply for a Special Accommodations Grant on behalf of my child.
- If I choose not to sign this form any benefits for which I or my child and family are entitled will not be affected.
- While the AHS takes every precaution to protect my health information, once it is disclosed pursuant to this authorization, it may be subject to re-disclosure.
- I may revoke this authorization at any time by contacting _____ (name) at _____ (address), except to the extent that it has been acted upon.
- If I do not revoke or update this authorization, it will be in effect as long as I am receiving CIS services.
- I will be provided a copy of this form.

Parent/Legal Guardian's Signature: _____	Relationship to Child:	Date:
Person Explaining Authorization Process:	Organization/Position:	Date:

ATTACHMENT J

SERVICE/HEALTH PROVIDER LETTER OF SUPPORT FORM (SAMPLE)

Form can be found at <https://dcf.vermont.gov/sites/dcf/files/CDD/Forms/SAG-Application-Service-Health-Provider-Letter-Support.pdf>

**Special Accommodations Grant Application
Service/Health Provider Letter of Support**

SECTION 1: Contact Information

Service Provider First Name:		Service Provider Last Name:	
Phone #:	Email Address:		
Organization Name (if applicable):			
Mailing Address:			
Town/City:	State:	Zip Code:	

SECTION 2: Support or Services Provided

Child Care Program:	
Child's First Name:	Child's Last Name:
Please tell us about the services/support you provide to the child named above.	
Have you provided support, services, or information to the child's child care provider? If yes, please explain.	
Please list any recommendations you have for the child named above in their child care setting such as additional staffing, equipment, training, etc.	

SECTION 3: Certification & Signature

By signing this application, you certify that the information provided is true and accurate.

Service Provider's Signature:	Date:
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**ATTACHMENT K
CHILD INFORMATION FORM (SAMPLE)**

Form can be found at <https://dcf.vermont.gov/sites/dcf/files/CDD/Forms/SAG-Application-Child-Information.pdf>.

**Special Accommodations Grant Application
Child Information**

Please review the Request for Applications (RFA) on how to complete and submit the Special Accommodations Grant (SAG) Application. If you have questions, please refer to the State Contact listed on the RFA.

Today's Date (mm dd, yyyy):	
Child Care Program Name:	License #:

SECTION 1: Contact Information

Child's First Name:		Child's Last Name:	
Child's Date of Birth (mm dd, yyyy):		Child's Age (years, months):	
Child's Primary Physical Address:			
Town/City:	State:	Zip Code:	
Parent/Legal Guardian's First Name:		Parent/Legal Guardian's Last Name:	
Phone #:	Email Address:		
Parent/Legal Guardian's Mailing Address:			
Town/City:	State:	Zip Code:	
Does this child/family have an open case with the Family Services Division (FSD)?			
If yes, complete the information below.			
FSD Caseworker's First Name:		FSD Caseworker's First Name:	
FSD Caseworker's Email Address:			

SECTION 2: Child Care Attendance & Assistance

Date the child began attending your program (mm, dd, yyyy):
Provide the hours per day the child attends your program. Do not include pre-k hours. Mon ___ Tues ___ Wed ___ Thurs ___ Fri ___

<p>Is the child care program receiving Universal Prekindergarten (UPK) tuition for this child? <input type="text"/></p> <p>If yes, provide the hours per day the child attends your public pre-k program. Do not include non-pre-k hours.</p> <p>Mon <input type="text"/> Tues <input type="text"/> Wed <input type="text"/> Thurs <input type="text"/> Fri <input type="text"/></p>
<p>Does the child currently receive Child Care Financial Assistance (subsidy)? <input type="text"/></p> <p>If yes, what is the current service need? <input type="text"/></p>

SECTION 3: Child's Health & Support Information

<p>Does the child/family have insurance? <input type="text"/></p>
<p>Does the child have a current diagnosed medical and/or mental health condition? <input type="text"/></p> <p>If yes, please specify the child's diagnosis:</p>
<p>Has the child been required to leave a child care setting in the past due to challenges related to the above diagnosis and/or condition? <input type="text"/> If yes, please explain.</p>
<p>Has this child's diagnosed condition and/or behavior impacted the child's placement stability within the child care setting? <input type="text"/> If yes, please explain.</p>
<p>Is the child's current placement within your program in jeopardy? <input type="text"/> If yes, please explain.</p>
<p>What strategies does your child care program currently have in place to address the child's safety and behavior; and or health concerns, such as a visual schedule, environmental changes, or professional development routines? Include how these strategies have been working so far in supporting the child within your program.</p>

SECTION 4: Child's Support Team

Complete the table below, if your child care program is accessing additional funding to support this child within the program.

Program	Name of Service Provider working with the child.	What is the frequency (<i>ex. weekly, bi-weekly, monthly</i>) of this service in the child care program or child's home?	Describe the source of funding (<i>ex. grant from CDD, Medicaid</i>) for this program or service.
Children's Integrated Services			
Early Childhood Special Education			
School-Age Special Education			
Mental Health Services/Counseling			
Head Start			
Children's Personal Care Services			
DCF - FSD			
Speech and Language Pathologist			
Occupational Therapists			
Transportation Providers			
Deaf and Hard of Hearing Specialists			
Home Health			
Autism Consult			
Other:			
Other:			
Other:			

SECTION 5: Reason for Funding Request

How does the child's current plan (OnePlan, IEP, treatment plan) show a need for the proposed accommodations; to successfully include the child in the child care program setting?

SECTION 6: Certification & Signature

By signing this application, you certify that the information provided is true and accurate and that the child's team was involved with the completion of this application.

Child Care Program Owner/Director Signature:



Date:

**ATTACHMENT L
REQUEST FOR FUNDS FORM (SAMPLE)**

Form can be found at <https://dcf.vermont.gov/sites/dcf/files/CDD/Forms/SAG-Application-Request-For-Funds.pdf> .

**Special Accommodations Grant Application
Request for Funds**

Please review the Request for Applications (RFA) on how to complete and submit the Special Accommodations Grant (SAG) Application. If you have questions, please refer to the State Contact listed on the RFA.

Today's Date (mm/dd/yyyy):

SECTION 1: Program Information

Owner/Director First Name:		Owner/Director Last Name:	
Phone #:	Email Address:		
Child Care Program Name:			
BFIS License #:		Program Type: <input type="text"/>	
Current STARS Rating: <input type="text"/>		Head Start Program? <input type="text"/>	
Child Care Program Physical Address:			
Town/City:	State:	Zip Code:	
Child Care Program Mailing Address:			
Town/City:	State:	Zip Code:	

SECTION 2: Plan for Grant Funds

Describe the plan for ensuring all staff in the child care program have a shared understanding of their role in implementing the strategies funded with the grant?

Please describe in detail how the addition of these grant funds would support the child(ren) who is/are included within this funding request and enhance quality for all children in the child care program setting.

How would you sustain the changes to your program once the funding ended?

Who would be directly responsible for supervising the individual(s) hired with these funds?

First Name:

Last Name:

Who would be directly responsible for training the individual(s) hired with these funds?

First Name:

Last Name:

SECTION 3: Funding Request Details

Special Accommodation Grant (SAG) funding is limited to a six (6) month (26 weeks) period maximum and no more than \$10,000 per child request. The proposed start date for services supported by the SAG funding must be at least 15 to 30 days after the Request for Applications (RFA) deadline.

Proposed Start Date (mm.dd.yyyy):

Proposed End Date (mm.dd.yyyy):

Number of individual assistants you plan to hire:

Hourly rate for personnel:

Number of hours per week:

Fringe benefits (not to exceed the State cap of 10%):

Total SAG funding amount requested from CDD:

SECTION 4: Certification & Signature

By signing this application, you certify that the information provided is true and accurate and that the child's team was involved with the completion of this application.

Child Care Program Owner/Director Signature:

Date: